

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT**

**AND**

**THE UNIVERSITY OF ECONOMICS IN BRATISLAVA**

**ON**

**THE ESTABLISHMENT OF A FRAMEWORK OF CO-OPERATION**

**CONCERNING A TRAINEESHIP PROGRAMME FOR DOCTORAL STUDENTS FROM**  
**UNIVERSITY OF ECONOMICS IN BRATISLAVA TO THE OECD**

**THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT**, hereinafter referred to as the "**Organisation**" or the "**OECD**" and **THE UNIVERSITY OF ECONOMICS IN BRATISLAVA**, referred to as "**UEBA**", collectively referred together as the "**Parties**" or separately as "**Party**",

Recognising that the Parties are fully confident, that obligations devolving upon them as a result of entering into the Memorandum of Agreement hereinafter referred to as the "**Agreement**" will be fulfilled in a spirit of co-operation and on the basis of mutual understanding,

Mindful of the benefit of such an Agreement in terms of vocational training and lifelong learning for the full-time doctoral students of the University of Economics in Bratislava,

**HEREBY HAVE AGREED AS FOLLOWS:**

**Article I**

**Traineeship Programme**

The Parties agree to establish a framework of mutual co-operation through the present Agreement for a Traineeship programme designed for full-time doctoral students of UEBA, who would thereby gain experience in international cooperation and development activities, under the close direction of experienced OECD officials.

## **Article II**

### **Assignment**

1. Each year, the OECD shall explore the possibility of proposing a limited number of traineeship opportunities to full-time doctoral students of UEBA. It shall be understood that there shall be no obligation for the OECD to propose a specific number of traineeship opportunities every year.
2. Unless otherwise decided by the OECD, these traineeships will be carried out at the OECD headquarters in Paris, France.
3. Each traineeship shall last for a period of at least three (3) months but shall in no circumstance be longer than six (6) months.
4. It shall be understood that the assignment as a trainee does not imply that it will be renewed or converted into another type of assignment at the OECD; it will therefore terminate without further notice on the expiry date.

## **Article III**

### **Selection Procedure**

1. The OECD shall provide a prescribed set of criteria to UEBA in order to identify and propose eligible full-time doctoral students, with particular care to both technical and linguistic competencies.
2. Upon request from the OECD, UEBA shall examine the eligibility of candidates according to the above-mentioned set of criteria and propose a list of candidates to the OECD.
3. After due consultation with UEBA, the decision regarding the final selection of trainees shall rest with the OECD.
4. Prior to the assignment of the selected trainees, the OECD shall notify UEBA the details of this assignment, including the Directorate or service in which the traineeship will be carried out and the proposed dates for it.
5. UEBA shall not at any time replace or substitute the selected trainees by others, without the prior written agreement of the OECD.

## **Article IV**

### **Administrative Status of Trainees**

For OECD administrative purposes the selected candidates shall be considered as unpaid trainees. The details of the assignment as well as the conditions of the traineeship as described in the present Agreement shall be sent by the OECD to the trainees in a traineeship assignment letter.

## **Article V**

### **Mentoring**

1. The OECD shall designate an experienced official as mentor. He/she shall provide supervision and guidance to the trainee for the accomplishment of his/her tasks.
2. The performance of the trainee shall be appraised by the OECD in accordance with its standard practices applicable to trainees.
3. The OECD shall communicate the trainee performance appraisal results to UEBA upon request and within one month after the end of the assignment.

## **Article VI**

### **Obligations of the Trainee**

1. The trainee shall remain a full-time doctoral student at UEBA. However, he/she shall carry out his/her daily tasks under the authority of the OECD. In particular, he/she shall respect the obligations imposed on him/her by his/her traineeship assignment letter , while at the same time honouring his/her obligations as full-time doctoral student at UEBA. In the event of conflict, the Parties shall consult each other on possible solutions.
2. The trainee shall perform his/her tasks and regulate his/her conduct always bearing in mind the interests of the Organisation.
3. The trainee shall neither seek nor accept instructions, with respect to the performance of his/her tasks, from any of the Members of the Organisation or from any Government or authority external to the Organisation.
4. The trainee shall observe complete discretion with regard to all matters relating to the activities of the OECD. Unless authorized to do so by the Organisation, he/she shall not disclose any unpublished information acquired by him/her in the course of the performance of his/her tasks. These obligations shall continue after the termination of the traineeship.

5. All rights, including titles, copyright and patent rights, in any work produced by the trainee as part of his/her assignment shall be vested in the OECD. Any use of this work by the trainee shall be agreed separately by the trainee and the Organisation.

## **Article VII**

### **Administrative Modalities**

1. The trainee shall not be considered as an employee of the OECD and, under the OECD Convention and Protocols on Privileges and Immunities, shall not benefit from an exemption from taxation on any amount paid to him/her by any entity including honoraria, fees, scholarships, living expenses or allowances.

2. UEBA shall continue to pay the scholarships it granted to its PhD students also during the traineeship period at the OECD. Neither the OECD nor UEBA shall pay to the trainee any amount in connection with the traineeship, in particular fees, allowances, travel costs or removal expenses. However, the OECD shall reimburse travel and incidental expenses incurred by the trainee while on official mission for the OECD.

3. The trainee shall not have any power to commit the OECD in respect of any obligation or expenditure whatsoever.

4. UEBA shall ensure that all the trainees will be given necessary guidance for acquiring valid passports and the necessary visas or other authorizations to enable them to travel as necessary for the work. For visa purposes, the OECD shall provide the students with a traineeship assignment letter mentioned in Article IV above, with the exact period of the traineeship. The payment of housing, travel and subsistence costs shall be the individual responsibility of the trainees, unless otherwise specified in Article VII-2. Neither the OECD nor UEBA shall be held liable for such charges.

5. Neither the OECD nor UEBA will assume personal, including social and medical, insurance coverage for the trainee's assignment to the OECD. UEBA shall ensure that the trainee has made the necessary arrangements to be duly covered and to acquire any supplementary insurance required for the period of his/her assignment to the OECD. In this context, the trainee will also be responsible for his/her medical and repatriation insurance coverage related to the performance of his/her tasks. However, the OECD will provide an invalidity and death insurance during the trainee's assignment. If the trainee is assigned to an OECD official mission, the Organisation will provide mission insurance as for any staff member.

6. UEBA shall not be held liable for any damages, losses or injuries that may result from the trainee's actions, omissions and performance of tasks during his/her assignment to the OECD. The Organisation shall arrange the proper civil liability insurance in this respect.

7. Hours of work shall be those agreed between the trainee and the OECD on a full-time basis.

8. If the work requires at any time the presence of the trainee on the premises of the OECD, he/she shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

9. The OECD shall ensure the security of the trainee at his/her work place, as is the case for its staff members.

10. Bank holidays observed in the OECD shall be considered as entitlements to the trainee. Entitlement to any sort of leave, including school holidays, shall be determined by the rules of UEBA. The OECD undertakes to keep a note of the leave taken by, and absences of the trainee.

## **Article VIII**

### **Early Termination of the Traineeship**

1. Either Party may request the early termination of the traineeship and ask accordingly that the necessary measures be taken for the return of the trainee, having regard to the legitimate interests of each Party. The decision to terminate this traineeship shall be taken by agreement of the Parties, without prejudice to the provisions of the paragraph 2 under-mentioned. Where possible, one month's notice will be given by the initiating Party.

2. Notwithstanding the provisions of paragraph 1 above, the OECD reserves the right to terminate the traineeship of any student not complying with his/her obligations under this Agreement and his/her traineeship assignment letter, without prior notice.

3. The trainee may request the early termination of the traineeship and shall give two weeks' notice. The process of termination shall be agreed by the Parties.

## **Article IX**

### **Dispute Settlement**

Any issues arising from the interpretation or implementation of this Agreement will be settled amicably by the Parties.

## **Article X**

### **Amendments to the Agreement**

The terms of this Agreement may be amended in writing by mutual consent of the Parties under the form of an exchange of letters.

## Article XI

### Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force upon signature by the Parties.
2. This Agreement shall remain in force unless prior written notice of termination is given by any Party to the other.
3. The termination of this Agreement shall take effect three (3) months after receipt of the above-mentioned notice and shall not harm the rights of the trainees already performing their tasks at the OECD at the time of the receipt of the notification until their assignment expires. Accordingly, the provisions of this Agreement shall remain in effect beyond its termination during the time necessary for the orderly withdrawal and repatriation of the trainees already performing their tasks at the OECD at the time of the receipt of the notification of the termination, and the settlement of all administrative matters outstanding between the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized there to by the Parties, have signed this Agreement.

Signed in two original copies.

**For the OECD**

**For the University of Economics in Bratislava**

<b>Mr. Angel Gurría</b> <b>Secretary-General</b>	<b>Prof. Rudolf Sivák, PhD.</b> <b>Rector</b>
<b>Date:</b>	<b>Date:</b>
<b>Signature:</b>	<b>Signature:</b>