

MEMORANDUM OF AGREEMENT
BETWEEN
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT
AND
SLOVAK UNIVERSITY OF AGRICULTURE IN NITRA
ON
THE ESTABLISHMENT OF A FRAMEWORK OF CO-OPERATION
CONCERNING AN INTERNSHIP PROGRAMME FOR STUDENTS FROM
SLOVAK UNIVERSITY OF AGRICULTURE IN NITRA

THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT (hereinafter referred to as the “OECD”), an international organisation with headquarters located at 2, rue André-Pascal, 75016 Paris, France, represented by Ulrik Vestergaard Knudsen, Deputy Secretary-General;

and

SLOVAK UNIVERSITY OF AGRICULTURE IN NITRA (hereinafter referred to as the “Sending Institution”), Tr. Andreja Hlinku 2, 949 76, Nitra, Slovakia, represented by Doc. Ing. Klaudia Halászová, PhD., Rector, authorised to act in contractual matters: Doc. Ing. Drahoslav Lančarič, PhD., Vice-Rector for Strategic Development;

Recognising that the Parties are fully confident that obligations devolving upon them as a result of entering into this Memorandum of Agreement, (hereinafter referred to as the “**Agreement**” or “**MoA**”), 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 students of the Sending Institution,

HEREBY HAVE AGREED AS FOLLOWS:

1. Purpose

1.1 The MoA is executed by the OECD and the Sending Institution (hereinafter individually referred to as a “Party” and collectively as “the Parties”), so as to establish a framework for an Internship programme designed for students of the Sending Institution, who would thereby gain experience in international cooperation and development activities, under the close direction of experienced OECD officials.

1.2 The MoA is governed by the Policy and Guidelines Applicable to Interns of the OECD (hereinafter referred to as the “Policy”), adopted by the Secretary-General and set out as Annex 1 to the MoA. Annex 1 is an integral part of the MoA. In the event of a contradiction between the provisions of the MoA and Annex 1, the provisions of the MoA shall prevail over Annex 1.

2. Internship

2.1 Each year, the OECD shall explore the possibility of proposing a limited number of internship opportunities to students of the Sending Institution. There shall be no obligation for the OECD to propose a specific number of internship opportunities every year.

2.2 These internships shall:

- be governed by the terms of this MoA;
- be carried out at the OECD duty stations;
- be for a fixed-term period of not less than two months, which may be renewed once or more, subject to the prior approval of the Sending Institution and to the terms and conditions mutually agreed by the Parties, up to a total period not exceeding 12 months. Any request for an extension must be made at least three months before the end of the internship;
- terminate without further notice on the expiry date;
- not be converted into an appointment at the OECD.

3. Selection Procedure

3.1. The OECD shall provide a prescribed set of criteria to the Sending Institution in order to identify and propose eligible students for internships, with particular consideration being given to both technical and linguistic competencies.

3.2. Upon request from the OECD, the Sending Institution shall examine the list of eligible students for internships according to the above-mentioned set of criteria and propose a list of eligible candidates to the OECD.

3.3. After due consultation with the Sending Institution, the decision regarding the final selection of students for internships shall rest with the OECD. The Sending Institution shall not at any time replace or substitute the selected interns by others, without the prior written agreement of the OECD.

4. Administrative Modalities

4.1. Prior to the beginning of the internships, the details of each internship, including the Directorate or Service in which the internship will be carried out, the proposed dates, the specific tasks, the amount of living expenses, as well as the intern's mentor shall be specified in Annex A. Before each internship takes effect, the selected interns, the Sending Institution and the OECD shall date and sign a copy of Annex A to the MoA. By signing Annex A, the interns shall mark their acceptance of all the terms stipulated in the MoA and all their corresponding obligations.

4.2. For administrative purposes, the selected students shall be considered as interns, in accordance with the Policy. The interns shall not, in any capacity, be considered as staff, employees or representatives of the OECD.

4.3. During the period of the internships, the interns shall enjoy such privileges, immunities and facilities accorded to experts on mission under the Convention on the OECD and its Protocols, as are necessary for the independent exercise of their tasks during such period. However, the interns shall not benefit from the exemption from taxation provided for under the above-mentioned Convention in respect of any grant, scholarship, fellowship or benefits paid to them by the Sending Institution and any contribution to living expenses that may be granted to them by the OECD in accordance with the paragraph below.

4.4. The OECD shall grant a contribution to living expenses for the interns. This contribution to living expenses shall be determined in accordance with the local practice at the duty station and specified in Annex A prior to the beginning of each internship. Such contribution to living expenses shall not be

considered as a salary or a benefit. Notwithstanding the above, the OECD shall not be liable for any costs or expenses related to the internships, other than those specifically provided for in this MoA.

4.5. The interns shall normally not be sent on missions for the OECD. However, where this is the case, all costs related to the missions of interns for the OECD shall be paid by the OECD, in accordance with the Staff Regulations, Rules and Instructions applicable to Officials of the OECD. The OECD shall also provide a specific insurance coverage for the missions of the interns.

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

4.7. The Sending Institution shall ensure that all interns will be given necessary guidance for acquiring valid passports and the necessary visas or other authorisations to enable them to travel as necessary for the work.

4.8. The OECD shall not assume social and medical insurance coverage for the interns and their family members. The Sending Institution or, if and when applicable, the interns, shall remain responsible, throughout the duration of the internships, for their own social and medical insurance coverage, as well as for their family members where necessary, with regard to risks relating to illness, accidents (including work-related accidents), invalidity and death. The Sending Institution shall ensure that the interns have made the necessary arrangements to be duly covered and to acquire any supplementary insurance required for the period of their internships. In this context, the interns will also be responsible for their medical and repatriation insurance coverage related to the performance of their tasks.

4.9. The Sending Institution shall not be held liable for any damages, losses or injuries that may result from the interns' actions, omissions and performance of tasks during their internships.

4.10. Hours of work shall be those agreed between the OECD, the Sending Institution and the interns on the basis of full-time employment in the OECD. Exceptionally, part-time working hours may be agreed upon in the same conditions.

4.11. While in the premises of the OECD, the interns shall observe all applicable rules of the OECD, in particular security rules, which the OECD may enforce by taking any measures that it considers necessary. The OECD shall ensure the security of the interns at their work place. The interns shall abide by the OECD's practices with regard to health, safety and working conditions.

5. Mentoring

5.1. The OECD shall designate experienced officials as mentors. They shall provide supervision and guidance to the interns during their internships.

5.2. The interns' work and results shall be appraised by the OECD, through the mentors, in accordance with its standard practice with respect to interns. The OECD shall communicate the interns' evaluations to the Sending Institution upon request, after the end of the internships.

6. Obligations of the Interns

6.1. Throughout the duration of their internships with the OECD, interns shall be enrolled with the Sending Institution. Interns shall remain subject to the law, regulations and rules applicable to them as students of the Sending Institution. While honouring their obligations towards the Sending Institution, interns shall carry out the tasks specified in this MoA under the exclusive authority of the Secretary-General of the OECD. In the event of conflict of obligations or of authority, the OECD and the Sending Institution will consult each other on possible solutions, which may include an immediate termination of the internship.

6.2. The interns shall perform their tasks and regulate their conduct always bearing in mind the interests of the OECD. The interns shall abide by the provisions laid down in Staff Regulations 2 to 5, and the related Rules and Instructions applicable to Officials of the OECD. The interns shall also respect the Code of Conduct for OECD officials.

6.3. The interns shall neither seek nor accept instructions, with respect to their tasks for the OECD, from any of the Members of the OECD or from any Government or authority external to the OECD.

6.4. The interns shall observe complete discretion with regard to all matters relating to the activities of the OECD. Unless authorised to do so by the OECD, they shall not disclose any unpublished information acquired by them in the course of their tasks for the OECD. These obligations shall continue after the end of their internships.

6.5. The rules applicable for a disciplinary action against an intern shall be those of the Sending Institution. However, the OECD may ask the Sending Institution to initiate such disciplinary action and take part in it where necessary.

6.6. All rights, including titles, copyright and patent rights, in any work produced by the interns as part of their internships shall be held by the OECD. Any use of this work by the interns shall be agreed separately by the interns and the OECD. Access to and use of the work of an intern by the Sending Institution and the conditions pertaining to any joint ownership shall be agreed upon by an exchange of letters between the Sending Institution and the OECD.

7. Early Termination of the Internships

7.1. Either Party may request the early termination of the internship and ask accordingly that the necessary measures be taken for the return of the intern. The decision to terminate this internship shall be taken by agreement of the Parties, without prejudice to the provisions of the paragraph 7.2 below. Where possible, one month's notice will be given by the initiating Party.

7.2. Notwithstanding the provisions of paragraph 7.1 above, the OECD reserves the right to terminate an internship, without any notice, in the event an intern does not comply with the obligations under this Agreement. The OECD may also terminate an internship, without any notice, in case of misconduct, or in the event of conflict of obligations or of authority, that cannot be resolved to the satisfaction of the OECD.

7.3. The interns may request the early termination of the internship subject to giving two weeks' notice. The process of termination shall be agreed by the Parties.

8. Dispute Settlement

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

9. Amendments to the Agreement

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

10. Entry into Force and Duration of this MoA

10.1. This MoA shall enter into force upon signature by the Parties.

10.2. This MoA shall remain in force for a period of five years, unless a prior written notice of termination is given by any Party to the other in accordance with paragraph 10.3 below. This MoA may be further renewed, subject to the terms and conditions mutually agreed by the Parties.

10.3. The termination of this MoA shall take effect three (3) months after receipt of the above-mentioned notice and shall not harm the rights of the interns already deployed at the OECD, at the time of the receipt of the notice until their internship expires. Accordingly, the provisions of this MoA shall remain in effect beyond its termination during the time necessary for the orderly withdrawal and repatriation of the interns already deployed at the OECD at the time of the receipt of the notice, and the settlement of all administrative matters outstanding between the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto by the Parties, have signed this MoA.

Signed in two original copies.

For the OECD	For the Sending Institution
Mr Ulrik Vestergaard Knudsen Deputy Secretary-General	Doc. Ing. Drahoslav Lančarič, PhD. Vice-Rector for Strategic Development

Annex A: Details of the Internship

1. Intern's name: _____
2. Intern's address: _____
3. Under the supervision of [please complete name of mentor]: _____
4. Directorate: [Name and address]
5. Your main tasks will be to [please add description of the activity]: _____
6. Your internship will run from [Date] to [Date].
7. The OECD will provide you with a contribution to living expenses of 709.00 Euros per month.
8. This internship will be governed by the MoA, by the Policy and Guidelines Applicable to Interns of the OECD (hereinafter the "Policy") and by the Staff Regulations, Rules and Instructions referred to in the Policy. In case of contradiction between the MoA and the Policy, the latter, in its most recent version, shall prevail.

I, the undersigned, [NAME AND SURNAME], accept the terms and conditions of the internship contained herein.

I confirm that I possess social and medical insurance coverage, and where the case may be, so do my family members, with regards to sickness, accident, including work accident, disablement and death, and I will provide proof thereof to the OECD.

I certify that I do not currently have another appointment or contract with the OECD.

Signature of Intern: _____

Date: _____

[Sending Institution]	OECD
Mr/Ms [First name and Family name] [Title]	Mr/Ms [Michèle Pagé] [Title]/[Head of Human Resource Management]
Date	Date
Signature	Signature

Annex 1: Policy and Guidelines applicable to Interns

These Policy and Guidelines (hereinafter the “Policy”) set out the conditions under which a person may carry out an internship with the Organisation. It shall be adopted and amended by the Secretary-General, who may delegate authority for the application of this Policy to the Executive Director, the Head of Human Resource Management or any other Official the Secretary-General has designated for this purpose.

1. Definition and scope

1.1 An internship is designed to bring qualified and motivated students with diverse backgrounds into the Organisation to work on projects linked to the Strategic Orientations of the Secretary-General. It aims at providing successful candidates with an opportunity to improve their analytical and technical skills as well as with an experience within an international environment, particularly in the field of their studies, under the supervision of experienced OECD Officials.

1.2 An internship in the Organisation shall be open to a person who is enrolled as a student in an educational or research institution recognised as such by the Organisation. It may also be open to a person who is in receipt of a grant or fellowship, provided that this person and the institution providing the grant or the fellowship meet all the conditions respectively applicable to them under this Policy.

1.3 For the purposes of this Policy, the persons who carry out an internship with the Organisation shall be hereinafter referred to as “Interns”; the education or research institution referred to above shall be hereinafter referred to as “the Sending Institution”.

1.4 Internships shall be carried out once a framework agreement (“Memorandum of Understanding”) has been signed between the Organisation and an Institution. Criteria for selecting institutions with which to establish an Agreement include: the institution’s positioning in academic ranking of world universities; the institution’s diversity policy; and financial facilities available to students during the internship. For each Intern selected, a framework Memorandum of Agreement (hereinafter referred to as “the Agreement”) shall be signed between the Organisation - represented by the Secretary-General - the Sending Institution, and the Intern concerned.

1.5 The internship may also be carried out once an ad hoc Memorandum of Agreement (hereinafter referred to as “the Agreement”) has been signed between the Organisation - represented by the Secretary-General - the Sending Institution, and the Intern concerned. In both cases (described in articles 1.4 and 1.5), internships shall be carried out after selection of the Intern by the Organisation and the Agreement shall detail the conditions of the internship with the Organisation, which shall be in full accordance with this Policy.

1.6 Internships are primarily open to nationals of OECD Member countries. Subject to approval of the Secretary-General, internships may be open to nationals of non-Member countries.

1.7 Prior to signing the Agreement, the Secretary-General should determine whether such internship is compatible with the objectives and mission of the Organisation and its efficient and effective operation. In this regard, the Intern may be required to sign a statement of absence of conflict of interest with the activities of the Organisation.

2. Duration and Calendar

2.1 The duration of the internship in the Organisation shall be for a fixed-term period of not less than two months and not more than six months, which may be renewed once or more, subject to the prior approval of the Sending Institution, up to a total period not exceeding 12 months, save in exceptional circumstances as decided by the Secretary-General.

2.2 Unless otherwise decided by the Secretary-General, assignment as an Intern does not imply that the assignment will be renewed or converted into any another type of assignment or employment at the OECD; the assignment will therefore terminate without further notice on the expiry date.

2.3 Regarding particular corporate Agreements, two internship programmes are offered in a calendar year: - a) a Winter Programme starting from January, and b) a Summer Programme starting from July. For both programmes a generic internship opening will be published for a period of at least 4 weeks, with a selection process in April for the Summer Programme, and in November for the Winter Programme.

Winter programme

September – publication generic internship openings

October – deadline for submissions

November – selection process

From January to June – starting date

Summer Programme

February – publication generic internship openings

March – deadline for submissions

April – selection process

From July to December – starting date

3. Rights and obligations

3.1 Throughout the duration of their internship with the Organisation, Interns shall be enrolled with their Sending Institution. Under no circumstances shall an Intern be considered an employee of the Organisation.

3.2 Interns shall remain subject to the law, regulations and rules applicable to them as student or fellow of their Sending Institution, except as otherwise provided for in the present Policy and in the Agreement.

3.3 Interns must be allowed to meet the obligations related to their educational course in the framework of the Sending Institution. However, Interns shall carry out the tasks specified in the Agreement under the exclusive authority of the Secretary-General of the Organisation. Interns shall abide by the provisions laid down in Staff Regulations 2 to 5, and their related Rules and Instructions applicable to officials of the Organisation. Interns shall also respect the Code of Conduct for OECD officials. In the event of conflict of obligations or of authority, the Organisation and the Sending Institution concerned will consult each other on possible solutions, which may include an immediate termination of the internship.

3.4 Interns shall not disclose to any third party, including the Sending Institution, information of the Organisation defined as and deemed to be confidential. This duty of confidentiality shall remain applicable after the completion of the internship. In addition, Interns shall not make public statements relating to the fields of activity of the OECD.

4. Intellectual property rights

4.1 Intellectual property rights arising from work done by an Intern will be held by the Organisation in accordance with the *Decision of the Secretary-General on the intellectual property rights* (Annex XXII to the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation).

4.2 Access to and use of the work of an Intern by his/her Sending Institution and the conditions pertaining to any joint ownership shall be specified in the Agreement or agreed upon by an exchange of letters between the Sending Institution and the Organisation.

5. Functional immunities

5.1 During the execution of the tasks specified in the Agreement, Interns shall be considered experts on mission under the *Convention on the Organisation for Economic Co-operation and Development* and its Protocols on Privileges and Immunities and be accorded such privileges, immunities and facilities as are necessary for the independent exercise of their tasks during the period of their internship. However, Interns shall not benefit from the exemption from taxation provided for under the above-mentioned Convention in respect of any grant, scholarship, fellowship or benefits paid to them by their Sending Institution and any contribution to living expenses that may be granted to them by the Organisation in accordance with Section 11 below.

6. Medical and Social Protection

6.1 The Organisation shall not assume social and medical insurance coverage for Interns and their family members. The Sending Institution and, if and when applicable, the Intern shall therefore keep the Organisation exempt of any obligations with regard to illness, accident (including work-related accident), invalidity and death incurred by an Intern.

7. Place of assignment

7.1 The Internship shall be carried out in one of the Organisation's duty stations, in accordance with the Organisation's practices with regard to health, safety and working conditions.

8. Working hours

8.1 Hours of work shall be those agreed between the Organisation, the Sending Institution and the Intern on the basis of the full-time employment applicable in the Organisation. Exceptionally, part-time working hours may be agreed upon in the same conditions.

9. Leave¹

9.1 Interns shall observe the public holidays applicable in the Organisation.

9.2 When the total duration of the internship is longer than 2 months, Interns are entitled to two and a half (2,5) days of leave per month. This entitlement is adjusted on a pro rata basis per incomplete month, with effect from the first day of the month worked by the Intern. Leave requests are approved by the Interns' managers having regard to the needs of the service. Any accumulated leave not taken during the internship period will not be compensated in any way nor carried forward in case Interns enter into a new type of contract with the Organisation.

9.3 In the event Interns are absent due to sickness or an accident, they shall inform their managers thereof by the fastest available means. If the absence exceeds three consecutive days, they shall provide the Head of Human Resources Management, within 48 hours of stopping work, save in cases of force majeure, with the original of the medical certificate prescribing work stoppage and specifying its probable duration. Unauthorised absences will be deducted from Interns' leave entitlement.

¹ Paragraphs 9.2 and 9.3 are only applicable to Interns hired as of 1 October 2018.

10. Training

10.1 Interns may have access to training opportunities offered by the Organisation, subject to the needs of the staff members of the Organisation.

11. Financial arrangements

11.1 The Organisation shall grant a contribution to living expenses to an Intern. This contribution to living expenses shall be specified in the Agreement and be determined and periodically adjusted. Such contribution to living expenses shall not be considered as a salary or a benefit.

11.2 The Organisation shall not be liable for any costs in relation to the internship, except for those specifically provided for in this Policy.

11.3 In exceptional circumstances, Interns could be sent on missions for the Organisation. Where this is the case, all costs related to the missions of Interns for the Organisation shall be paid by the Organisation, in accordance with the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation. The Organisation shall also provide a specific insurance coverage for the missions of Interns.

12. Discipline

12.1 The procedural rules applicable for a disciplinary action against an Intern shall be those of his/her Sending Institution. However, the Organisation may ask the Sending Institution to initiate such disciplinary action and take part in it where necessary.

13. Termination

13.1 The internship may be terminated at the initiative of the Organisation, the Sending Institution or the Intern, in accordance with the conditions set out in the Agreement.

13.2 Notwithstanding paragraphs 28 and 29 above, The Secretary-General may terminate an internship, without any notice, in case of serious misconduct as defined in the Staff rules and the Code of conduct of the Organisation. In such a case, The Secretary-General shall inform the Sending Institution.

13.3 In accordance with paragraph 12 above, the Secretary-General may also terminate an internship, without any notice, in the event of conflict of obligations, of authority and of interests that cannot be resolved to the satisfaction of the Organisation.

14. Entry into force

14.1 The present Policy shall be immediately applicable to all interns as of the date of its adoption or its review by the Secretary-General.

Last update: August 2018