

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

AND

MATEJ BEL UNIVERSITY

ON

**THE ESTABLISHMENT OF A FRAMEWORK OF CO-OPERATION
CONCERNING AN INTERSHIP PROGRAMME FOR STUDENTS FROM
MATEJ BEL UNIVERSITY**

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 Mathias Cormann, Secretary-General;

and

Matej Bel University (hereinafter referred to as the "Sending Institution"), Národná 12, 974 01 Banská Bystrica, Slovakia, represented by doc. Ing. Vladimír Hiadlovský, PhD., Rector, authorized to act in contractual matters: prof. PhDr. Peter Terem, PhD. Vice-Rector for Science and Research;

(hereinafter individually referred to as a "Party" and collectively as "the Parties")

Recognising that the Parties are fully confident that obligations devolving upon them as a result of entering into this Memorandum of Understanding, (hereinafter referred to as the "Agreement" or "MoU"), 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 MoU is executed by the OECD and the Sending Institution 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 MoU 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 MoU. Annex 1 is an integral part of the MoU. In the event of a contradiction between the provisions of the MoU and Annex 1, the provisions of the MoU shall prevail over Annex 1.

1.3 Any activities conducted under this MoU are subject to their inclusion in the Parties' respective programmes of work and budgets.

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 carried out at the OECD duty stations;
- be for a fixed-term period of not less than one month and not more than six 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, save in exceptional circumstances as decided by the Secretary-General. 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 imply that the assignment as an intern will be renewed or converted into any another type of assignment or employment 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. Before each internship takes effect, the selected interns, the Sending Institution and the OECD shall sign a Memorandum of Agreement (MoA) as set out in Annex A to the MoU. The MoA shall govern the internship together with the Policy.

4.2. 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 the MoA.

4.3. 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.

4.4. The OECD shall grant a contribution to living expenses for the interns. This contribution to living expenses shall be specified in the MoA prior to the beginning of each internship and be determined and periodically adjusted. 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 MoU.

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 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 purpose of their internship.

4.7. 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.

4.8. 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.

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. Dispute Settlement

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

7. Amendments to the Agreement

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

8. Privileges and Immunities

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by the OECD as an intergovernmental organisation.

9. Entry into Force and Duration of this MoU

9.1. This MoU shall enter into force upon signature by the Parties.

9.2. This MoU 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 9.3 below. This MoU may be further renewed, subject to the terms and conditions mutually agreed by the Parties.

9.3. The termination of this MoU 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 MoU 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 MoU.

Signed in two original copies.

For the OECD

Mathias Cormann
Secretary-General

Date: 17 May 2022

Signature:

For the Sending Institution

doc. Ing. Vladimír Hladlovský, PhD.
Rector

Date: 17 May 2022

Signature: