

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE CZECH REPUBLIC
AND
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT
FOR THE SHORT-TERM ASSIGNMENT OF EMPLOYEES OF THE GOVERNMENT OF
THE CZECH REPUBLIC TO THE OECD

The Government of the Czech Republic and the Organisation for Economic Co-operation and Development (OECD), hereinafter designated as the "Parties", do hereby declare the establishment of a Czech Republic - OECD Assignment Program.

1. PURPOSE

The active promotion of temporary assignment of employees of the Government of the Czech Republic at the OECD in Paris is an important element of sound and reinforced institutional relations, contributing to forging deeper co-operation. The Parties and assigned employees alike will benefit from these temporary assignments, which will create opportunities for sharing expertise : the OECD from the contribution of the employees of the Government of the Czech Republic; the Government of the Czech Republic from the skills acquired by its employees during their assignment to the OECD; and the employees of the Government of the Czech Republic from having familiarised themselves with the different structures and working methods of the OECD, sharing their professional expertise and acquiring new skills.

In this respect, the purpose of the Czech Republic - OECD Assignment Program is to provide a general framework through which employees of the Government of the Czech Republic are assigned to the OECD.

2. OBJECTIVES

To establish an active relationship between the Parties, within which:

- (i) the experience and professional knowledge of employees of the Parties will be shared to the greatest extent permissible under the policies and practices of the Parties;
- (ii) the leadership skills and talents of employees of both Parties will be enhanced through the sharing of expertise and the acquisition of new information, skills, insights and contacts.

3. SCOPE

This Memorandum applies to the assignment of employees of the Government of the Czech Republic to the OECD.

4. DEFINITION

“Assignment” means the temporary posting of an employee of the Government of the Czech Republic for a specified period of time, and for a specific function, role or responsibility, as previously agreed by the Parties.

5. IMPLEMENTATION

The Parties are responsible for administering and coordinating the implementation of this Memorandum. In particular, the Programme will be managed by the Permanent Delegation of the Czech Republic to the OECD, on behalf of the Government of the Czech Republic, and by the OECD Human Resource Management Service.

6. SELECTION PROCEDURE

The OECD will actively identify specific projects for which there would be a value added for such assignments.

The Government of the Czech Republic will therefore provide the OECD with a set of required criteria for selecting candidates and will propose possible candidates, if available, for the aforesaid projects, with particular care to both technical and linguistic competencies.

The type of assignment proposed will be agreed by the Parties, and thus prior to any appointment.

The Government of the Czech Republic agrees to identify suitable candidates, taking into account their current profile and developmental needs. Should suitable candidates be identified, the Permanent Delegation of the Czech Republic to the OECD will provide a list of proposed candidates in response to specific requests, in accordance with the present Memorandum of Understanding.

The final decision on the selection and assignment of the candidate will rest with the OECD.

7. RECOMMENDED PROFILE

The Parties are encouraged to identify employees who possess:

- Equivalent of a Master's degree (or PhD)
- At least 5 years of relevant experience
- Strong analytical skills
- Excellent knowledge of one of the two OECD official languages (i.e.: English and/or French), including drafting skills, and very good working knowledge of the other.

8. DURATION OF THE ASSIGNMENT

Assignments will vary as appropriate for a minimum of three months and will not exceed a total period of 6 months.

9. CONFIRMATION LETTER

The exact terms and conditions governing each assignment will be defined in a Confirmation Letter exchanged between the Government of the Czech Republic, the OECD and the selected candidate.

10. STATUS OF THE ASSIGNED EMPLOYEE

During the assignment, the assigned employee will remain an employee of the Government of the Czech Republic and will not be considered as an official or employee of the OECD. In particular, employees of the Government of the Czech Republic assigned at the OECD will remain subject to their national legislation regarding employment, social security and taxes. They will not benefit from the exemption from taxation provided for under the OECD's Convention and Protocols on Privileges and Immunities.

11. STAFF REGULATIONS

Except as otherwise stated herein, the assigned employee will remain subject to the staff regulations, rules and instructions applicable to officials or employees of the Government of the Czech Republic. At the same time, the assigned employee will be bound by the OECD's internal policies concerning confidentiality, discretion and privacy and will be required to respect the standards of conduct applicable to the OECD staff. In addition, the assigned employee shall observe all rules of the OECD applicable to people on its premises, in particular security rules, which the OECD may enforce by taking any measures that it considers necessary.

In the event of conflict, the Parties will consult each other on possible solutions.

12. PLACE OF ASSIGNMENT

The assignment will take place at the headquarters of the OECD in Paris.

13. VISAS

The OECD will facilitate the granting by the relevant authorities of a visa and a residence permit, if applicable, which would cover the period of assignment, in respect of the assigned employee and the dependent member of family travelling with him/her.

14. PAYMENTS TO THE ASSIGNED EMPLOYEE

The assigned employee will receive his/her salaries, allowances, etc. from the Government of the Czech Republic, in accordance with its applicable staff rules and regulations.

Travel costs when taking up duties and when leaving the OECD as well as any travel related to home leave, if applicable, will be paid by the Government of the Czech Republic. However, all official mission costs related to the performance of duties while on assignment to the OECD (travel costs, per diems, etc.) will be paid by the latter in accordance with its own staff regulations, rules and instructions.

15. SOCIAL AND MEDICAL INSURANCES

The OECD will not assume social and medical insurance coverage for the assigned employee or his/her family members during his/her assignment to the OECD. The Government of the Czech Republic remains responsible during the assignment for maintaining the assigned employee, social and medical insurance coverage, for risks associated with illness, accident, including work-accident, invalidity and death, excluding official missions for the OECD of employees of the Government of the Czech Republic assigned to the OECD, when such insurance is provided through the OECD.

16. PERFORMANCE

Performance objectives of the assigned employees will be set by consultation between the Government of the Czech Republic and the OECD according to the timeframe agreed by the Parties. Where these objectives are not met and insufficient performance cannot be corrected by discussion between the assigned employee, the OECD and the Government of the Czech Republic, the OECD will discuss the performance issues with the Government of the Czech Republic and take any appropriate measures.

At the request of the Government of the Czech Republic, the OECD will supply a report assessing the work of the assigned employee.

17. HOURS OF WORK

Hours of work of the assigned employee will be those agreed between him/her and the OECD on the basis of full time employment, in accordance with the Government of the Czech Republic employment regulations.

18. HOLIDAYS AND OTHER LEAVES

With respect to public holidays, the assigned employee will exclusively observe those applicable in the OECD. Entitlement to annual leave and other leave will be determined by the regulations, rules and instructions of the Government of the Czech Republic, with the exception of the entitlement for leave according to any working time reduction scheme. The OECD undertakes to keep note of any leave taken by the assigned employee and to report these to the Government of the Czech Republic.

19. DISCIPLINE

The regulations, rules and instructions applicable to discipline will be those of the Government of the Czech Republic.

In this regard, the Parties agree to inform each other on eventual cases where disciplinary proceedings may be required.

20. INTELLECTUAL PROPERTY

Intellectual property rights arising from work done by the assigned employee during the assignment will be held by the OECD.

Subject to confidentiality or classification requirements of the OECD, a copy of the work produced by the assigned employee may be made available to the Government of the Czech Republic upon request. Any use of the work of the assigned employee by the Government of the Czech Republic will be agreed separately in writing between the Parties.

21. CONFIDENTIAL INFORMATION

The Parties agree that the assigned employee has an obligation not to disclose to any third party, including the Government of the Czech Republic, information of the OECD defined and deemed to be confidential.

The OECD may however authorise the assigned employee to disclose confidential information to the Government of the Czech Republic, subject to prior written agreement.

Should any confidential data and information of the Government of the Czech Republic (including its intellectual property rights and/or know-how) be disclosed to the OECD, through the assigned employee in connection with, or as necessary for the performance of the work of the assigned employee ("Proprietary Information"), the OECD shall maintain the Proprietary Information in strict secrecy and shall not disclose any of such Proprietary Information to any third party.

22. EXPIRY AND TERMINATION OF THE ASSIGNMENT

The assigned employee will return to the Government of the Czech Republic on completion of his/her assignment to the OECD. No offer of employment will be made to the assigned employee by the OECD without prior authorisation of the Government of the Czech Republic.

Either Party may request the early termination of the assignment and ask that the necessary measures be taken for the return of the assigned employee.

In case of early termination, no compensation will be paid by either Party to the other.

23. RESPONSIBILITY

The Government of the Czech Republic will not be held liable for any damages, losses or injuries that may be attributed to the assigned employee as a result of his/her actions, omissions and performance of duties during his/her assignment to the OECD. Should it be considered necessary by the OECD, a civil liability coverage will be arranged.

24. DISPUTES SETTLEMENT

Any dispute arising out of the interpretation or implementation of this Memorandum shall be settled by mutual agreement.

25. AMENDMENTS TO THE MEMORANDUM

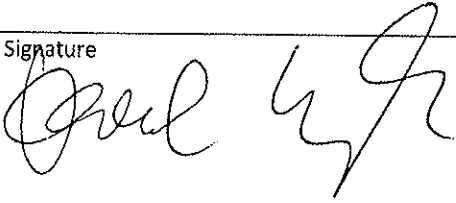
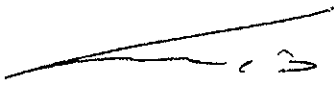
The terms of this Memorandum may be amended in writing by mutual agreement of the Parties. The amendments will specify the dates from which they enter into force.

26. ENTRY INTO FORCE AND DURATION OF THE MEMORANDUM

This Memorandum will enter into force upon signature by both Parties. It will remain in force until notice of termination in writing is given by either Party to the other, and shall terminate six months after receipt of such notice.

The provisions of this Memorandum shall survive its termination to the extent necessary to the orderly withdrawal and repatriation of the assigned employees.

Signed in two original copies in English.

FOR THE GOVERNMENT OF THE CZECH REPUBLIC	FOR THE ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT
Karel Dyba Permanent Representative of the Czech Republic to the OECD	Angel Gurría Secretary General Organisation for Economic Co-operation and Development
Signature 	Signature 
Date 27. 4. 2011	Date