

FOR INFORMATION ONLY



AGREEMENT
BETWEEN THE
CUSTOMS ADMINISTRATION OF XXXXXXX
THE
WORLD CUSTOMS ORGANIZATION
AND
MR/MS [FIRSTNAME, SURNAME],
CONCERNING THE PARTICIPATION OF MR/MS [FIRSTNAME, SURNAME]
IN THE **2021-2022 CAREER DEVELOPMENT PROGRAMME**
AS **PROFESSIONAL ASSOCIATE**

WHEREAS, the Customs Co-operation Council, an international organization established in 1952, also known as the **World Customs Organization** (hereinafter referred to as the “WCO”), has launched the Career Development Programme (hereinafter referred to as the “Programme”) in 2009, in cooperation with **Japan Customs**;

WHEREAS, the Programme provides an opportunity for selected candidates to undertake work at the WCO Secretariat for the duration of the Programme;

WHEREAS, the Programme enables the selected candidates to obtain knowledge, skills and international work experience, enhance their networks among WCO Members and the Secretariat and strengthen the Secretariat in the delivery of its mission and tasks;

WHEREAS, the selected candidates help to develop a pool of highly competent officials with Customs expertise within national administrations, help to promote the involvement of all WCO Members, and contribute positively to their administrations and regions on their return home, including acting as a liaison point between their administration and the Secretariat;

WHEREAS, the **Customs Administration of XXXXXXX** (hereinafter referred to as “the Home Administration”) wishes to collaborate with the WCO and has offered to make available the services of a customs official, in accordance with this Agreement;

WHEREAS, **Mr/Ms [FIRSTNAME, SURNAME]** (hereinafter referred to as the “Professional Associate” or the “PA”), customs official of the Home Administration, has been selected to participate in the Programme following a competitive selection process conducted by the WCO;

WHEREAS, the WCO, the Home Administration and the PA (hereinafter collectively referred to as the “Parties”) are confident that the obligations devolving upon each Party as a result of entering into this Agreement, will be fulfilled in a spirit of friendly cooperation and on the basis of mutual understanding;

NOW THEREFORE, the Parties have agreed as follows:

Article 1

Terms of participation in the Programme

- 1.1 Following an initial selection process and after a careful review of the profiles suggested by WCO Members, the WCO selected a customs official of the Home Administration, **Mr/Ms [FIRSTNAME, SURNAME]**, who meets the requirements for participating in this Programme as the PA:

Last name:
First name:
Date of birth:
Nationality:
Address:
Tel.:
Email:

- 1.2 The Home Administration will proceed to release the PA for him/her to join the WCO for the entire duration of the Programme for 2021/2022. This Programme will be from [Start date] to [End date]. Such assignment might be renewed or extended only in exceptional cases, and by mutual consent of the Home Administration, the WCO and the PA.

Article 2

Obligations of the Home Administration

- 2.1 The Home Administration undertakes to maintain the PA in his/her quality of customs official. On completion of the Programme, the Home Administration commits itself to ensure that the PA will either retrieve his/her position when he/she left the Home Administration for participation in this Programme, or an equivalent or better position within his/her area of competence.
- 2.2 The Home Administration shall verify and ensure that the PA has secured adequate global insurance coverage before departing, including medical coverage for occupational and non-occupational injuries, accidents and illnesses, evacuation, repatriation, life insurance or its equivalent, and disability, incapacity and third party liability insurance. The WCO shall ensure an emergency medical insurance, in accordance with Article 3.9.

- 2.3 The Home Administration acknowledges that Article 32 (a) and (c) of the Staff Manual (see Annex I), as well as the Standards of Conduct for WCO Officers will be fully applicable to the PA for the duration of the Programme.
- 2.4 The Home Administration shall ensure that the PA is made aware of and complies with the obligations provided in Article 4 of this Agreement.

Article 3

Obligations of the WCO

- 3.1 The WCO shall provide the PA with office space, support staff, equipment and other resources necessary to carry out the assigned tasks.
- 3.2 In order to cover the costs related to the Programme, the WCO shall allocate to the PA a monthly subsistence allowance corresponding to four thousand euro (**4,000.00€**).
- 3.3 The WCO shall take necessary arrangement to provide the PA with an apartment for the duration of the Programme. In order to facilitate the PA arrival in Belgium, the rental fee for the first month as well as a final cleaning fee will be directly deducted from the amount referred to in Article 3.4.
- 3.4 The WCO shall allocate the PA an installation allowance that equals to a half of the monthly subsistence allowance for compensation of the expenses incurred when arriving in Belgium for the start of the Programme.
- 3.5 The WCO shall ensure that the PA will benefit, for the whole duration of the Programme, of fifteen (15) days of leave. The leave plans must be approved in advance by the External Relations Officer and the PA's tutor from a designated Directorate of the Secretariat, as indicated in Article 4.
- 3.6 The WCO shall bear the costs of the Economy class ticket from the PA's place of living to Belgium, when taking up duties and when leaving the WCO, as well as the costs of the Economy class tickets for the field study, if any.
- 3.7 The WCO shall provide the PA with an official visa support letter certifying enrolment in the Programme in order for the PA to be able to apply to the Belgian Embassy in his/her home country for a Schengen Visa.
- 3.8 Upon his/her arrival to the WCO, the PA shall be provided with a Belgian Special Identity Card for the duration of the Programme.
- 3.9 The WCO shall provide medical emergency coverage for the PA, in accordance with Article 4.5 (vi).
- 3.10 The WCO shall not be liable for any claims for compensation in respect of illness, injury, disability, incapacity or death of the PA arising from or related to the participation in the Programme under this Agreement, except where such illness, injury, disability, incapacity or death results directly from the gross negligence of the WCO or of its staff members.

Article 4

Rights and obligations of the Professional Associate

- 4.1 The PA shall assist and support the tasks and projects of the Secretariat, primarily in the Directorate in which he/she has been assigned.
- 4.2 The PA shall provide support for linguistic matters in his/her native language.
- 4.3 The PA shall undertake a research on a theme set by the WCO or by the PA himself/herself or a special project. The PA shall submit a final report to the Office of the Secretary General before the end of the Programme.
- 4.4 A field study will enable the PA to conduct and enhance his/her research and study. Financial support will be granted for a mission to Japan. In specific cases, support may also be granted for a mission to another country. In exceptional cases, the field study may be cancelled.
- 4.5 The PA, while participating in the Programme, shall take note and comply with the followings:
- (i) The PA shall perform his/her functions under the authority, and in full compliance with the instructions of the External Relations Officer and of his/her tutor from a designated Directorate, and any person acting on his/her behalf, at the WCO Headquarters, in Brussels, Belgium;
 - (ii) The PA shall undertake to respect the impartiality and independence of the WCO and shall neither seek nor accept instructions regarding the services performed under this Agreement from any authority external to the WCO;
 - (iii) The PA shall refrain from any conduct that would adversely reflect on the WCO and shall not engage in any activity that is incompatible with the aims and objectives of the WCO;
 - (iv) The PA shall comply with all regulations, rules, instructions, procedures or directives issued by the WCO and applicable to him/her, as well as with the provisions of Article 32 (a) and (c) of the Staff Manual (see Annex I), and including the security requirement and instructions provided, as well as the Standards of Conduct for WCO Officers.
 - (v) The PA shall exercise the utmost discretion in all matters relating to his/her functions and shall not communicate, at any time, without the authorization of the WCO to the media or to any institution, person, government or other authority external to the WCO, any information that has not been made public, and which has become known to his/her by reason of his/her association with the WCO. The PA shall not use any such information without the written authorization of the WCO, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon the end of the participation in the Programme nor upon expiration of this Agreement.
 - (vi) The PA shall fully support the premiums for the emergency medical insurance.
 - (vii) Each month, the rental and utility fees of the apartment as indicated in Article 3.3 will be directly deducted from the PA's allowance.
 - (viii) Each month and in addition to the amount indicated in Article 4.5 (vii) above, a share of the deposit for the apartment, corresponding to two months of rental fee, will be directly deducted from the PA's allowance.
 - (ix) The PA shall note that the Programme is considered as a non-family programme, and that the WCO will provide necessary assistance solely for himself/herself, notably in terms of visas and medical insurance.

Article 5

Legal status of the Professional Associate

The PA shall continue to be under a contractual relationship with the Home Administration as its customs official for the entire duration of the Programme, and shall only be considered as a participant of the Programme, organized under the auspices of the WCO.

Article 6

Accountability

- 6.1 The PA's unsatisfactory performance or failure to comply with his/her obligations (as set out in Article 4 above) may lead to the early termination of his/her participation in the Programme, for cause, at the initiative of the WCO and after consultation with the Home Administration.
- 6.2 In case of any serious misconduct by the PA of his/her obligations (as set out in Article 4 above), the WCO may immediately suspend the PA from taking part in the Programme. In such cases, the WCO will inform the Home Administration without delay. The WCO may at its discretion decide to limit or bar access to the WCO premises, property, archive, personnel and corporate portal by the PA when the circumstances so warrant.
- 6.3 The Home Administration will reimburse the WCO for financial loss or for damage to the WCO, its premises, property or goods, or death or personal injury to the WCO staff members, caused by the PA, when such loss or damage (a) occurred outside his/her performance of services to the WCO or (b) arose or resulted from the PA's gross negligence or wilful misconduct, or from his/her violation or reckless disregard of applicable rules and policies, in connection with his/her performance of services to the WCO.

Article 7

Third-party claims

The WCO shall be responsible for dealing with claims by third parties where the loss of or damage to their property and goods, or death or personal injury, was caused by the actions or omissions of the PA during the course of the Programme. However, if the loss, damage, death or injury arose or resulted from gross negligence or wilful misconduct of the PA, the Home Administration shall be liable to the WCO for all amounts paid by the WCO to the claimants and all the costs related to the settlement of such claims.

Article 8

Intellectual Property

All intellectual property rights including – but not limited to – patents, copyrights, trademarks and ownership of data relating to or resulting from the services provided by the PA during his/her assignment with the WCO shall be vested in the WCO. This should include, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof, for free or against payment. All profit and future profit of the exploitation of work as described above shall be for the benefit of the WCO.

Article 9

Entry into force and termination

- 9.1 This Agreement shall enter into force on the date of its signature by the Parties and not later than on the start date of the Programme, and remain in force until completion of all obligations of the Parties under this Agreement.
- 9.2 In the event that notice of termination in writing is given by either party to the others before its scheduled date of completion, this Agreement shall terminate one (1) month after the date of receipt by the other parties of such notice, or at the end date of the Programme, whichever earlier. The PA shall not be entitled to any benefits under this Agreement from the date of the termination.

Article 10

Consultation

The WCO, the PA and the Home Administration shall consult with each other in respect of any matter that may arise in connection with or related to this Agreement.

Article 11

Settlement of Disputes

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, or termination thereof, will be settled amicably by negotiation between the WCO, the PA and the Home Administration.

Article 12

Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, to any privileges and immunities enjoyed by the WCO as an intergovernmental organization.

*

* * *

*

Article 32 (a) and (c) of the Staff Manual

Extract of the WCO Staff Manual:

Chapter VIII: Working Conditions and Leave

Article 32: General

- (a) Officials in service shall be at the Organization's disposal at all times.

However the normal working week shall not exceed 37 hours and 40 minutes, worked in accordance with a general schedule which can be found at Annex X, drawn up by the Secretary General with reference to the requirements of the Organization.

Subject to this maximum duration the Secretary General may, after consulting the Staff Committee, determine suitable working hours for certain groups of Officials who perform particular tasks.

-
- (c) The public holidays to which an Official shall be entitled shall be determined in accordance with Belgian Government practice. An annual list of public holidays observed by the Secretariat and other Secretariat closing days will be displayed on the Organization's Intranet.