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BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM INTEGRITY ACCOUNTABILITY

IA G Memo No. 20-2022

MEMORANDUM

FOR : ALL BOC OFFICIALS AND EMPLOYEES

FROM : 
DONATO B. SAN JUAN
Deputy Commissioner
Internal Administration Group

SUBJECT : **Vacancy of Technical Attaché, Tariff and Trade Affairs Directorate (Origin), World Customs Organization**

DATE : March 10, 2022

1. The World Customs Organization (WCO) announced on March 08, 2022 the vacancy of Technical Attaché under the Compliance and Facilitation Affairs Directorate (Origin).
2. In connection to this, attached are the following documents relative to application to the subject vacant position:
 - a. Application Form (*Annex "A"*);
 - b. Job Description (*Annex "B"*);
 - c. Conditions of Service (*Annex "C"*); and
 - d. Information Notice of Loan and Secondment of Personnel to WCO. (*Annex "D"*)
3. In this regard, all qualified BOC officials and employees, who are interested to apply for the aforementioned position, shall submit their accomplished Application Form to the Human Resource Management Division (HRMD) **not later than March 21, 2022** and a soft copy to the hrmd@customs.gov.ph with the subject line: *Application Form for WCO Technical Attaché (Origin) post.*
4. For information.

APPLICATION FOR THE POST OF
.....
WITHIN THE WORLD CUSTOMS ORGANIZATION



WORLD CUSTOMS ORGANIZATION

1. PARTICULARS

Family name <i>(in block capitals)</i>	
First name(s) <i>(in block capitals)</i>	
Date of birth	Place of birth
Present nationality ¹	Nationality at birth

2. CONTACT DETAILS

Postal address

.....
.....
.....

Telephone number(s)

.....
.....
.....

¹ If your present nationality is different from your nationality at birth, please give details of how and when it was acquired. Please indicate if you possess dual nationality.

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E-mail address(es)

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.....

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3. PERSONAL DETAILS

Honour(s)

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.....

Sanction(s)

Indicate any conviction, administrative sanction or pending case

.....

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4. HIGHER EDUCATION, POST-GRADUATE QUALIFICATIONS, LANGUAGES, IT SKILLS AND PUBLICATIONS

Name, place and country of university or equivalent	Degree(s), distinction(s) obtained	From	To
.....
.....
.....
.....
.....

Knowledge of languages			
Mother tongue :			
	Read <i>Very well, Well, Fairly well</i>	Write <i>Very well, Well, Fairly well</i>	Speak <i>Very well, Well, Fairly well</i>
English			
French			
Other (1)			
Other (2)			
Other (3)			

IT skills
List the word-processing and other software with which you are familiar
.....
.....
.....
.....
.....

Publication(s)
Indicate the title of any significant publications you have written (in particular any publications relevant to the post applied for)
.....
.....
.....
.....
.....

5. PROFESSIONAL EXPERIENCE

Present post	
Since :	Description of your duties
Exact title of your post :	
Name and contact details of your employer	

Previous post	
From : To :	Description of your duties
Exact title of your post :	
Name and contact details of your employer	

Previous post	
From : To :	Description of your duties
Exact title of your post :	
Name and contact details of your employer	

Previous post	
From :	Description of your duties
To :	
Exact title of your post :	
Name and contact details of your employer

Previous post	
From :	Description of your duties
To :	
Exact title of your post :	
Name and contact details of your employer

Previous post	
From :	Description of your duties
To :	
Exact title of your post :	
Name and contact details of your employer

6. CANDIDATE'S VISION OF THE POST

Without exceeding the space provided, describe your vision of the post for which you are applying

[A large rectangular area with a dotted grid pattern for writing.]

7. ADDITIONAL INFORMATION

Have you previously applied for employment with the WCO ?

Yes No

If yes, provide details :

.....

.....

.....

Have you lived abroad for any period(s) exceeding 3 months ?

Yes No

If yes, provide details :

.....

.....

.....

Special aptitudes or interests

.....

.....

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8. REFERENCES

Give the names and addresses of three persons, not related to you, who are able to vouch for your qualifications and character

FAMILY NAME AND FIRST NAME	OCCUPATION	CONTACT DETAILS <small>Address, telephone number, e-mail</small>

I certify that the statements made by me above are accurate and complete and I undertake to supply, on request, any documentary evidence required in support of them.

I am aware that any misrepresentation or material omission, even unintentional, may result in the rejection of my application or the annulment of any subsequent appointment.

I agree to undergo the medical examination required before any appointment.

.....
(Date)

.....
(Candidate's signature)

The World Customs Organization is an equal opportunities employer.

JOB DESCRIPTION

Post : **Technical Attaché (Origin)**
 Tariff and Trade Affairs Directorate

Main functions

- Act as rapporteur and prepare proposals and working documents for presentation to the Technical Committee on Rules of Origin.
- Analyse specific technical items for the WCO Technical Committee on Rules of Origin (TCRO) or the WTO Committee on Rules of Origin (CRO), including the preparation of documents for those items.
- Represent the WCO at meetings, in Customs administrations, in other international and regional organizations and/or in intergovernmental organizations with competence in the origin domain, in particular the WTO Committee on Rules of Origin (CRO).
- Study the application of the WTO Agreement on Rules of Origin and of preferential Rules of Origin by stakeholders and users and draft relevant documents and reports.
- Assist Members to implement and apply the WTO Agreement on Rules of Origin and advise on technical matters relating to origin, both in the area of preferential and non-preferential origin, including the drafting of documents on such matters.
- Contribute to the development of appropriate capacity building assistance, educational material and other rules of origin development activities as required.
- The person appointed will also be required to perform such other duties as may be assigned and may be subject to reassignment within the WCO Secretariat.

Requirements

- The candidate must have a **comprehensive knowledge of the WTO Agreement on Rules of Origin** and **at least five years' experience** of practical issues relating to origin matters, at the national level within the Customs administration.
- The candidate must be **proficient in drafting and speaking in one of the official languages of the WCO** (English or French) and have a good working knowledge of the other.
- The candidate must have **high level analytical skills**. Previous experience in studying the application of systems in a complex environment would be beneficial.
- A high level of proficiency in **written and oral communication skills, including analytical writing**, is required.
- The candidate must have good **interpersonal skills**, be prepared to **work in a team** in an international environment, be able to **respond flexibly** to changes in priorities and requests for work and meet deadlines.
- The candidate is expected to be capable of **working with Microsoft Office**.

Annex I

- This role includes capacity building work and the candidate should have **abilities or experience in training.**

March 2022.

STATUS OF TECHNICAL ATTACHES

1. In addition to the officials on the Secretariat staff, the WCO has recourse to the services of Technical Attachés.
2. Many countries express a keen interest in assigning officials to the WCO Secretariat to gain experience in WCO matters and international activities in general.
3. Under the terms of this specific recruitment of Technical Attachés, national officials are attached to the Secretariat for a tour of duty financed entirely by their home administration. These officials are posted to the WCO by their home administration and retain their national salary, retirement benefits, etc. The WCO provides furnished office accommodation and the assistance of support staff, and pays for missions carried out as part of the Attachés' work.
4. For reasons of efficiency and effectiveness, the length of the posting, agreed jointly with the home administration, should in principle not be less than three years. This period may subsequently be extended, subject to satisfactory performance and positive results. Unsatisfactory performance by a Technical Attaché during the period of posting will lead to termination of the posting.
5. The essential qualifications for Technical Attachés are :
 - established Customs or related experience in one or more areas of WCO activity as contained in the Strategic Plan;
 - good spoken and written knowledge of one of the two official languages of the WCO (English or French).
6. The Secretary General will inform the Members at least once a year of those Customs fields where the Secretariat has a special need for Technical Attachés, and Members will be invited to submit nominations of highly qualified experts in those fields. Selection is at the direction and discretion of the Secretary General, assisted by the Administration Committee which assesses the candidate's suitability for the position. This Committee assesses the candidate's knowledge, skills, experience, personal attributes and overall potential for assuming the responsibilities attached to the position of Technical Attaché.
7. During their period of posting, Technical Attachés work solely on behalf of the WCO under the instructions of their line managers. They do not report to, or receive instructions from, their home administration regarding the content of their work. They are, moreover, subject to the same rules of discretion and intellectual property as the WCO's permanent or fixed-term staff. The field of their work is the same as that of Grade A3 Technical Officers.

Loan or secondment of personnel to the WCO

Information notice



WORLD CUSTOMS ORGANIZATION
ORGANISATION MONDIALE DES DOUANES

I. In a nutshell

There are two ways of providing a Technical Attaché to the WCO:

Loan: the staff member will be under the sole authority of the WCO and subject to its administrative supervision. However, he/she will remain directly paid by his/her home administration and subject to most of the conditions applicable to him/her under his/her contract with the home administration.

Secondment: the staff member will be under contract with the WCO and will be directly paid by the WCO – through funds transferred in advance to the WCO by the home administration – and to the applicable staff regulations and rules of the WCO. However, he/she will retain his/her rights of employment in its home administration.

Seconded and loaned staff members are gathered, for internal and administrative purposes, within the same WCO category of **Technical Attachés (TAs)**. These staff members must comply with the WCO Manual for Technical Attachés, as well as with any provisions applicable to them by virtue of the agreement signed between the WCO and their administration, their individual contracts or undertakings, as well as with the Standards of Conduct and any other internal policies applicable to WCO staff members.

A summary table regarding the two above principles is attached to the present document (Annex I).

II. Loan of personnel to the WCO

a. Type of agreement

The principle of a loan agreement is that, while the TA works for the WCO, **the home administration keeps paying directly to the TA his/her salaries, benefits and allowances** in accordance with the contractual relationship he/she has with the home administration.

A template for a loan agreement between the WCO and the home administration is fully implemented (Annex II), and may be slightly adapted to certain specific needs of the home administration, following discussions and negotiations. However, WCO has certain legal obligations and constraints from which it cannot deviate.

b. Selection process

Ideally, the home administration presents a few candidates from which the WCO could choose, with the possibility to interview them. Of course, this process would always be carried out in close collaboration with the home administration.

c. Employment relationship

Technical Attachés on loan do not have a direct contractual link with the WCO. The WCO and the home administration are deciding together on the applicable rules for the loan.

In addition to this agreement, **TAs on loan have to sign a unilateral Undertaking**, including basic working principles and reminding them their status *vis-à-vis* the WCO – i.e. they are not under a

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contract with the WCO but take direction from their supervisors, and they are required to work under full independence, confidentiality, security, and in compliance with WCO's regulations and rules.

d. Privileges and Immunities

TAs on loan are not entitled to the Privileges and immunities granted to WCO Officials, but they may be covered by certain **Privileges and immunities granted to "Experts on Mission"** (see Article VII of the Annex to the Convention establishing a customs co-operation Council).

e. Social and Medical coverage

TAs on loan, having no contractual link with the WCO, are **not covered by WCO's insurance**.

The home administration has an obligation to provide the TA on loan with a social and medical insurance, including occupational and non-occupational coverage as well as medical evacuation and repatriation.

The WCO must ensure that they are fit to work and travel, and that there is no specific risk for WCO Officials with whom they will be in contact. TAs on loan do not contribute to the WCO pension scheme and remain affiliated to the one offered by their home administration.

f. Visa and residence permit

Based on the nature of the employment relationship between the TA and the WCO, **the home administration must obtain any appropriate visa or residence permit needed for its staff to work in Belgium**. The WCO may provide limited assistance in this process but the ultimate responsibility should remain with the home administration. The WCO cannot guarantee that a visa/permit will be granted by the Belgian authorities.

g. Accountability

In case of unsatisfactory performance or failure to comply with WCO applicable rules and policies, the **WCO may decide, after consultation with the home administration, to terminate the loan with or without prior notice**.

Any suspension of TAs on loan would have to be reported to the home administration without delay, but the WCO keeps the possibility to limit/bar access to the WCO when the circumstances so warrant it.

III. Secondment of personnel to the WCO

a. *Type of agreement*

The secondment agreement is composed of two parts: a **framework agreement between the home administration and the WCO** and an **employment contract between the WCO and the TA** (Annex II). The home administration bears the costs incurred by the TA on secondment.

b. *Selection process*

Ideally, the home administration presents a few candidates from which the WCO could choose, with the possibility to interview them. Of course, this process would always be carried out in close collaboration with the home administration.

c. *Employment relationship*

Based on the agreement signed between the home administration and the WCO, a **bilateral employment contract is signed by the TA and the WCO**. The Manual for Technical Attachés as well as WCO's internal regulations rules and policies including the WCO Standard of Conduct for Officials apply.

d. *Privileges and Immunities*

Having a direct employment relationship with the WCO, **TAs on secondment will be granted the same privileges and immunities than other WCO Officials**, including tax exemption.

e. *Social and Medical coverage*

TAs on secondment are covered by WCO's social and medical insurance through the fund provided by their home administration. However, they do not contribute to the WCO pension scheme and remain affiliated to the one offered by their home administration.

f. *Visa and residence permit*

The **WCO is responsible for accompanying TAs on secondment regarding the administrative procedures related to visas, residence permit, and working documents**.

g. *Accountability*

TAs on secondment are **subject to the Manual for Technical Attachés** – including provisions on termination and disciplinary measures.

Annex I

	Loan	Secondment
Type of agreement	Agreement between the home administration and the WCO + Undertaking signed by the TA	Agreement between the home administration and the WCO + Contract between the WCO and the TA
Selection Process	Based on a short-list of candidates prepared by the home administration	Based on a short-list of candidates prepared by the home administration
Employment relationship	No direct contractual link with the WCO – the TA remains under the current contract he/she holds with the home administration. Applicability of some provisions of the Manual for TA and of the WCO internal rules and policies	Contract signed between the TA and the WCO and direct contractual relationship. Applicability of the Manual for TA and of the WCO internal rules and policies
Privileges and immunities	As granted to the “Experts on mission” under the Convention establishing the CCC (WCO)	As granted to other WCO Officials under the Convention establishing the CCC (WCO)
Social and Medical Coverage	Remains under the Social and Medical Scheme, including pension scheme, provided by the home administration as per the employment relationship the TA has with this entity.	Covered under the WCO Social and Medical scheme but remaining under his/her previous pension scheme.
Visa and residence permit	Ensured by the home administration, with limited support of the WCO.	WCO supports directly the TA regarding visa and residence permit in Belgium
Accountability	The home administration remains accountable for the TA actions. Any decision related to the TA performance or any decision related to a disciplinary case are first discussed between the home administration and the WCO.	As per the agreement, the contract and the applicable Manual, the WCO applies its own internal rules regarding disciplinary sanctions or issues related to performance. In any case, the home administration would always be informed of ongoing processes.

Annex II

For information only, will be regularly amended



WORLD CUSTOMS ORGANIZATION

AGREEMENT
BETWEEN THE
[ADMINISTRATION] OF [COUNTRY]
AND THE
WORLD CUSTOMS ORGANIZATION
CONCERNING THE LOAN OF MR/MS [FIRSTNAME, SURNAME]
AS TECHNICAL ATTACHE

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"), may accept the loan of external personnel to assist in the execution of its activities;

WHEREAS, the **[Administration] of [COUNTRY]** (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 the terms of the present Agreement;

WHEREAS, the WCO and the Home Administration (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 the loan

- 1.1 Following initial discussions, the Home Administration and the WCO have agreed on the Terms of Reference for this loan attached hereto (**see Annex I**).
- 1.2 The Parties have agreed on an official of the Home Administration, **Mr/Ms [FIRSTNAME, SURNAME]** (hereinafter, the "Technical Attaché"), who meets the requirements for this position.

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

- 1.3 The Home Administration will proceed to assign the Technical Attaché on a loan basis to the WCO. The duration of the assignment will be for a period of [N°] years, from [Start date] to [End date]. Such assignment might be renewed by mutual consent of the Home Administration, the WCO and the Technical Attaché.
- 1.4 The Technical Attaché shall work at the Headquarters of the WCO situated at Rue du Marché, 30, 1210 Brussels (Belgium) and shall observe the working hours in force in the WCO, namely 8.40 a.m. to 12.30 p.m. and 2.00 p.m. to 6.00 p.m. from Monday to Thursday, and 8.40 a.m. to 12.30 p.m. and 2.00 p.m. to 4.30 p.m. on Friday.

Article 2

Obligations of the Home Administration

- 2.1 The Home Administration undertakes to directly pay all expenses in connection with the services of the Technical Attaché, including salaries, allowances, insurance costs and other benefits to which he/she is entitled according to his/her conditions of employment as an official of the Home Administration.
- 2.2 The Home Administration shall assist the Technical Attaché in obtaining appropriate visas and any other clearance from the competent national authorities necessary for him/her to perform his/her duties.
- 2.3 The Home Administration shall verify and ensure that the Technical Attaché 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.
- 2.4 The Home Administration or the provider of the aforementioned insurance shall be responsible for arranging the evacuation of the Technical Attaché in the event of a medical emergency.
- 2.5 The Home Administration acknowledges that Chapters I (Articles 1 to 5), II, III (Articles 14, 17bis and 17ter only) and IV of the Manual for Technical Attachés will be applicable to the Technical Attaché during his/her assignment to the WCO, within the limits set out by the present Agreement. Any related issue shall be directly managed by the Home Administration with the Technical Attaché, in close consultation with the WCO.
- 2.6 Annual leave and sick leave may be taken by the Technical Attaché in accordance with the terms and conditions of his/her employment conditions at the Home Administration, provided that annual leave may not exceed the leave entitlement as indicated in the Manual for Technical Attachés.
- 2.7 The Home Administration shall ensure that the Technical Attaché 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 Technical Attaché with office space, support staff, equipment and other resources necessary to carry out the assigned tasks.
- 3.2 Costs incurred by the Technical Attaché undertaking official travel in the discharge of his/her functions shall be paid by the WCO, in accordance with the conditions set out in the Manual for Technical Attachés.
- 3.3 The WCO shall not be liable for any claims for compensation in respect of illness, injury, disability, incapacity or death of the Technical Attaché arising from or related to the loan under this Agreement.

Article 4

Obligations of the Technical Attaché

The Home Administration agrees to the terms and obligations specified below and shall ensure that the Technical Attaché, while performing duties under this Agreement, is made aware of and complies with those obligations:

- (i) The Technical Attaché shall perform his/her functions under the authority, and in full compliance with the instructions of [Name of the supervisor], within the [Directorate/Sbu-Directorate] and any person acting on his/her behalf;
- (ii) The Technical Attaché 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 Technical Attaché 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 Technical Attaché shall comply with all regulations, rules, instructions, procedures or directives issued by the WCO, which notably include Chapters I (Articles 1 to 5), II, III (Articles 14, 17bis and 17ter only) and IV of the Manual for Technical Attachés as well as the WCO Standards of Conduct for WCO Officers.
- (v) The Technical Attaché shall make sure that any annual leave plans, as provided in Article 2.6 above, is approved in advance by the WCO supervisor indicated in Article 4.
- (vi) The Technical Attaché 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 Technical Attaché 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 expiration of this Agreement nor upon the end of the loan.
- (vii) The Technical Attaché shall sign an undertaking in the form attached hereto (see Annex II).

Article 5

Legal status of the Technical Attaché

- 5.1 The Technical Attaché shall continue to be fully employed and remunerated by the Home Administration as its official and shall not be considered, in any case, as an official of the WCO.
- 5.2 In the execution of the Terms of Reference as indicated in Annex I, the Technical Attaché shall be considered as an expert on mission for the Council under the *Convention establishing a Customs Co-operation Council* and be accorded such privileges, immunities and facilities as are necessary for the independent exercise of his/her tasks during the period of her loan.

Article 6

Accountability

- 6.1 The Technical Attaché's unsatisfactory performance or failure to comply with his/her obligations (as set out in the undertaking signed in the form of Annex II to this Agreement) may lead to the early termination of the loan, for cause, at the initiative of the WCO by giving one (1) month written notice to the Home Administration.
- 6.2 In case of any serious breach by the Technical Attaché of his/her obligations (as set out in the undertaking signed in the form of Annex II to this Agreement), the WCO may immediately suspend the Technical Attaché from providing services to the WCO. 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 Technical Attaché 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 Technical Attaché, when such loss or damage (a) occurred outside his/her performance of services to the WCO or (b) arose or resulted from Technical Attaché'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 Technical Attaché in the performance of duties to the WCO under this Agreement. However, if the loss, damage, death or injury arose or resulted from gross negligence or wilful misconduct of the Technical Attaché, 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 Technical Attaché 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 both Parties.
- 9.2 This Agreement shall remain in force until completion of all obligations of the Parties under this Agreement. In the event that notice of termination in writing is given by either party to the other, the Agreement shall terminate one (1) month after the date of receipt by the other party of such notice.

Article 10

Consultation

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

Article 12

Amendment

This Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

Article 13

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.

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Done at Brussels in two (2) original copies, each Party acknowledging receipt of one.

For the WCO,	For the [Administration] of [Country],
Mr. Hans Pieters, Head of Administration and Personnel	Mr./Ms. XXXXXXXX Title
Date : _____	Date : _____

DRAFT

Annex I

Terms of Reference

The Technical Attaché shall work under the supervision of [Name of the supervisor], within the [Directorate/Sub-Directorate]. In particular, the Technical Attaché shall perform the following duties:

(i) XXXXXXXXXXXX

- a. XXXXXXXXXXXX
- b. XXXXXXXXXXXX
- c. XXXXXXXXXXXX

(ii) XXXXXXXXXXXX

- a. XXXXXXXXXXXX
- b. [...]

(iii) [...]

DRAFT

Annex II

UNDERTAKING

I, [FIRSTNAME, SURNAME], the undersigned, made available by the [Administration] of [COUNTRY] (hereinafter the "Home Administration") to the World Customs Organization (hereinafter referred as to the "WCO") as a Technical Attaché from [START DATE] to [END DATE], in accordance with the agreement signed between the WCO and my Home Administration on [SIGNATURE DATE] (hereinafter the "Agreement"), hereby undertake to abide by the following:

- a) I understand that I shall not be considered in any respect as being an official of the WCO;
- b) I shall perform my functions under the authority, and in full compliance with, the instructions of [Name of the supervisor], within the [Directorate/Sub-Directorate] as well as any person acting on his/her behalf;
- c) I acknowledge that Chapters I (Articles 1 to 5 only), II, III (Articles 14, 17bis and 17ter only) and IV of the Manual for Technical Attachés will be applicable to me, during my assignment to the WCO, within the limits set out by the Agreement.
- d) I understand that I will not be covered by the WCO insurance scheme and acknowledge that I secured an adequate global insurance coverage 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.
- e) I undertake to respect the impartiality and independence of the WCO and shall neither seek nor accept instructions regarding the services performed by me during my loan from any authority external to the WCO;
- f) I 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;
- g) I shall comply with all regulations, rules, instructions, procedures or directives issued by the WCO, which include all security requirements and instructions provided as well as the Standards of Conduct for WCO Officers;
- h) I understand that any annual leave plans must be approved in advance by the WCO supervisor;
- i) I shall exercise the utmost discretion in all matters relating to my 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 me by reason of my association with the WCO. I 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 expiration or termination of my loan;
- j) I understand and agree that all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data relating to or resulting from the work provided by me during my deployment with the WCO shall be vested in the WCO, including, 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; and
- k) I understand and agree that the WCO shall not be liable for any claims for compensation in respect of illness, injury, disability, incapacity or death arising out during my loan.

Name:

Date:

Signature:

Annex III

For information only, will be regularly amended



AGREEMENT
BETWEEN THE
[ADMINISTRATION] OF [COUNTRY]
AND THE
WORLD CUSTOMS ORGANIZATION
CONCERNING THE SECONDMENT OF **[MS/MR] [FIRSTNAME, SURNAME]**
AS TECHNICAL ATTACHE

WHEREAS, the **[Administration] of [Country]** (hereinafter referred to as the "Home Administration") and the Customs Co-operation Council, an international organization established in 1952, also known as the **World Customs Organization** (hereinafter referred to as the "WCO"), have confirmed their will for strengthening and enhancing the partnership between the Home Administration and the WCO;

WHEREAS, the Home Administration and the WCO agree to improve the WCO's overall capacity to address customs challenges through the secondment of **[Ms/Mr] [Firstname, Surname]** as Technical Attaché to the WCO;

WHEREAS, the Home Administration and the WCO wishes to formulate the terms and conditions surrounding this secondment (hereinafter referred to as the "Agreement");

NOW THEREFORE, the Home Administration and the WCO (hereinafter referred to collectively as the "Parties") hereto confirm as follows:

Article 1

Terms of Appointment

- 1.1 Having been deemed as a suitable candidate by the WCO and having accepted an offer of appointment, **[Ms/Mr] [Firstname, Surname]** will be officially appointed by the WCO as a Technical Attaché to the WCO from **[START DATE]** to **[END DATE]**. Such assignment might be renewed, by mutual consent of the Home Administration, the WCO and the Technical Attaché.

- 1.2 The appointment of a Technical Attaché shall expire not later than on the last day of the month in which his sixty-fifth birthday occurs.
- 1.3 Should the Home Administration not wish to extend the initial or already extended period of service of the Technical Attaché, the Home Administration will inform the WCO in writing at least three (3) months prior to the end of the period of service of the Technical Attaché, in order to enable the WCO to meet its legal obligations to provide the Technical Attaché with sufficient advance notice of contract non-renewal.
- 1.4 The Technical Attaché will, for the duration of its assignment to the WCO, be subject to a Technical Attaché's Contract (see Annex I) as well as to the Manual for Technical Attachés and any amendments thereto.
- 1.5 The Technical Attaché shall not be affiliated to any retirement or providence fund taken by the WCO. The Technical Attaché is responsible to subscribe to any adequate retirement or providence fund.

Article 2

Financial Matters

- 2.1 The Home Administration will ensure the full compensation of the costs incurred by the secondment of the Technical Attaché under this Agreement, in accordance with the Technical Attaché's Contract and, when applicable, the entitlements provided by the Manual for Technical Attachés.
- 2.2 The Home Administration will designate a fund for this purpose and will inform the WCO accordingly. Following a formal request from the WCO, the amount due will be paid by the Home Administration in euro (EUR) within 15 (fifteen) days from receiving the formal request issued by the WCO, into the following WCO's bank account:
Account Number: BE38 2100 4751 2672
Bank Name: BNP PARIBAS FORTIS
Account Name: Conseil de Coopération Douanière
SWIFT Address: GEBABEBB
Address: 45 rue Belliard, Bruxelles, Belgium
Reference: [ADMIN CODE]-WCO Agreement Technical Attaché.
- 2.3 The Home Administration will inform the WCO's Accounting Service (accounting@wcoomd.org) once the funds are made available.
- 2.4 The WCO will, from the abovementioned account, meet all costs connected with the assignment of the Technical Attaché under this Agreement, in accordance with the entitlements defined in the Technical Attaché's Contract and in the Manual for Technical Attachés, which entail among other things:
 - a) all-inclusive salary;
 - b) travel for taking up duties and removal-related costs;
 - c) travels on duty costs;

- d) occupational and non-occupational insurance premiums against illness, accident, death and repatriation of the Technical Attaché and his relatives if any (i.e. spouse and/or children);

To that end, estimated costs will be provided to the Home Administration (see Annex II).

- 2.5 Should the sum deposited by the Home Administration in a given year be greater than the total sum actually spent by the WCO during the period, the residual and uncommitted amount will be carried over to the next year. The WCO will not incur expenditure for the secondment over and above the amount deposited by the Home Administration. Should the total costs incurred by the WCO during a given year exceed the sum deposited by the Home Administration in that year, the WCO will notify the Home Administration of the reasons therefore and the Home Administration will transfer to the WCO's bank account as mentioned in Article 2.2 an additional sum to cover the difference.
- 2.6 Any interest revenue from credit balances of the funds shall be administered in accordance with the WCO's Financial Rules.
- 2.7 On termination of this Agreement, the WCO will hold any unspent balance remaining in the account referred to in Article 2.2 on behalf of the Home Administration until joint decision on its further utilisation is made.

Article 3

Dispute Settlement

- 3.1 Any dispute, controversy or claim arising out of or related to this Agreement, or the breach, or termination thereof, will be settled amicably by negotiation between the WCO and the Home Administration.
- 3.2 The WCO cannot be a party to any national legal procedure that may be initiated by the Technical Attaché, the Home Administration or any third party.
- 3.3 The WCO and the Home Administration agree that no disciplinary measure may be taken with respect to the Technical Attaché without prior consultation between them.
- 3.4 In case of a complaint brought by the Technical Attaché before the WCO through the internal or external means of redress, the Home Administration agrees to pay all related expenses incurred by the WCO.

Article 4

Entry into force, Duration and Amendment of the Agreement

- 4.1 This Agreement will commence upon its signature by the WCO and the Home Administration.
- 4.2 This Agreement may be terminated at any time by either Party upon giving 4 (four) months' notice in writing to the other Party.
- 4.3 The terms and conditions as outlined herein, however, will not be affected by the termination of this Agreement to the extent necessary for the orderly withdrawal and repatriation of the Technical Attaché and the settlement of financial accounts between the Home Administration and the WCO.

4.4 This Agreement may be amended by written agreement of both Parties, each Party shall give full consideration to any amendment proposal.

Article 5

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.

*
*
*

Done at Brussels in two (2) original copies, each Party acknowledging receipt of one.

For the WCO,	For the [ADMINISTRATION] of [COUNTRY],
Mr. Hans Pieters Head of Administration and Personnel	[FIRSTNAME, SURNAME] [Title]
Date : _____	Date : _____

Annex I

**TECHNICAL ATTACHE
CONTRACT**

BETWEEN

The *Conseil de Coopération Douanière*, also known as the **WORLD CUSTOMS ORGANIZATION**, an international organization having its Headquarters at rue du Marché, 30, 1210 Brussels (Belgium),

duly represented by Mr. Hans Pieters, in his capacity as Head of Administration and Personnel,

hereinafter referred to as the "WCO",

AND

Last name: XXX
First name: XXX
Nationality: XXX
Date of birth: XXX
Address: XXX
Phone No.: XXX
E-mail: XXX

hereinafter referred to as the "Technical Attaché",

hereinafter also referred to individually as a "Party" and collectively as the "Parties".

THE WCO AND THE TECHNICAL ATTACHÉ HAVE AGREED AS FOLLOWS:

ARTICLE 1 - OBJECT

In accordance with the Agreement signed on [SIGNING DATE] between the [Administration] of [Country] and the World Customs Organization concerning the secondment of [Ms/Mr] [Firstname, Surname] as Technical Attaché, the Technical Attaché is hereby appointed to perform the functions of Technical Attaché within the [Directorate/Sub-Directorate] at the WCO Headquarters in Brussels.

ARTICLE 2 - TERM

This Contract shall commence on [START DATE] and, unless terminated by either Party by application of the provisions of Article 12 of this Contract, shall continue in effect until [END DATE] (hereinafter the "Duration").

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ARTICLE 3 - PLACE AND HOURS OF WORK

- 3.1 The Technical Attaché shall work at the Headquarters of the WCO situated at Rue du Marché, 30, 1210 Brussels (Belgium).
- 3.2 The Technical Attaché shall observe the working hours in force in the WCO, namely, 8.40 a.m. to 12.30 p.m. and 2.00 p.m. to 6.00 p.m. from Monday to Thursday, and 8.40 a.m. to 12.30 p.m. and 2.00 p.m. to 4.30 p.m. on Friday.
- 3.3 The Technical Attaché may be required to work overtime in emergencies or when the workload is unusually heavy. Such overtime shall not give rise to the compensation of remuneration.

ARTICLE 4 - DUTIES AND RESPONSIBILITIES OF THE TECHNICAL ATTACHÉ

The Technical Attaché shall work under the supervision of the [TITLE OF THE SUPERVISOR] within the [DIRECTORATE/SUB-DIRECTORATE]. In particular, the Technical Attaché shall perform the following duties:

(I) [LIST OF DUTIES]

- a. XXXXXXXXXXXX
- b. XXXXXXXXXXXX
- c. XXXXXXXXXXXX

(II) XXXXXXXXXXXX

- a. XXXXXXXXXXXX
- b. [...]

(III) [...]

ARTICLE 5 - EXCLUSIVITY OF SERVICE

The Technical Attaché, as WCO staff member, may not, during the period of his appointment, engage in any occupation, hold any position, or accept any functions external to the WCO.

ARTICLE 6 - CHANGE OF DUTIES DURING THE COURSE OF THE CONTRACT

The above-mentioned list of duties may be modified by supplementary agreement between the Technical Attaché and his immediate supervisor. This supplementary agreement shall specify, in particular, the nature of the duties assigned and the conditions under which they are to be performed.

ARTICLE 7 - TRAVEL

- 7.1 The Technical Attaché travelling on duty on behalf of the WCO under a travel order shall be entitled to the reimbursement of travelling expenses actually incurred for this purpose, together with a daily subsistence allowance, as provided for in the Manual for Technical Attachés.
- 7.2 When taking up and leaving his duties at the WCO, the Technical Attaché shall be provided with a flight ticket from/to his place of residence to/from WCO Headquarters.

according to WCO relevant procedures.

- 7.3 When taking up and leaving his duties at the WCO, the Technical Attaché will be reimbursed for his removal expenses, according to WCO relevant procedures.

ARTICLE 8 - REMUNERATION

- 8.1 The Technical Attaché shall receive, for working full-time for thirty seven (37) hours and forty (40) minutes a week, a monthly all-inclusive remuneration of [SUM IN LETTERS] euro (€ X,XXX.XX).
- 8.2 Pursuant to the Convention establishing a Customs Co-operation Council (CCC), this salary shall be exempt from the income tax applicable to the above-mentioned sums.

ARTICLE 9 - DISCRETION AND INTELLECTUAL PROPERTY

9.1 Discretion

- 9.1.1 The Technical Attaché shall exercise the utmost discretion in regard to all matters of official business. Except under authorization of the Secretary General, he shall not disclose to any unauthorized person, any unpublished or restricted information acquired by him in the course of the performance of his official duties, neither shall he make any use of such information outside his official work in the WCO.
- 9.1.2 The Technical Attaché must comply with the obligations laid down in the preceding paragraph even after this Contract has ended.
- 9.1.3 The Technical Attaché shall refrain from any action, and in particular any public expression of opinion, that might be incompatible with the dignity of his functions and/or discredit the WCO. Thus, without the prior authorization of the Secretary General, the Technical Attaché may not, notably:
- (i) make statements to the press or other media;
 - (ii) agree to speak in public;
 - (iii) take part in cinematographic, theatre, radio or television productions;
 - (iv) seek to have books or articles published; or
 - (v) occupy a political office, whether or not elective.

9.2 Intellectual property

- 9.2.1 All rights including title, copyright and patent rights in any work produced by the Technical Attaché as part of his official duties shall be vested in or assigned to the WCO.
- 9.2.2 Such rights may be waived by the Secretary General in favour of the Technical Attaché concerned.
- 9.2.3 However, in this latter case, all profit and future profit of the exploitation of work as described above shall be for the benefit of the WCO.

ARTICLE 10 - MEDICAL INSURANCE COVER AND RETIREMENT

- 10.1 For the Duration of his appointment, the Technical Attaché shall be covered by the medical private insurance scheme taken out by the WCO, which includes a personal health

coverage and an occupational insurance. A third of the health insurance premium shall be borne by the Technical Attaché, with the remaining two thirds borne by the WCO.

10.2 The Technical Attaché may choose to cover his spouse and/or children via the insurance contracts taken out by the Organization, for their personal health coverage. In such case, the full insurance premium shall be borne by the Technical Attaché.

10.3 The Technical Attaché acknowledges that he took full knowledge of the applicable insurance policy's content and agrees that the WCO will neither participate financially nor administratively in another private or national insurance scheme.

10.4 The Technical Attaché shall not be affiliated to any retirement or providence fund taken by the WCO. The Technical Attaché is responsible to subscribe to any adequate retirement or providence fund.

ARTICLE 11 - LEAVE

11.1 The Technical Attaché shall be entitled to paid annual leave at the rate of two and a half (2.5) working days per month of service completed.

11.2 Annual leave shall be authorized by the superior under whose authority the Technical Attaché is placed.

11.3 If the Technical Attaché has not taken all the leave to which he/she is entitled when his appointment ends, he shall not receive any compensation, whatever the date of or reason for his departure.

11.4 The Technical Attaché shall be entitled to home leave in accordance with the conditions set out in Article 17bis of the Manual for Technical Attachés.

ARTICLE 12 - TERMINATION OF EMPLOYMENT

12.1 Resignation of the Technical Attaché

12.1.1 The Technical Attaché may resign from his/her post after giving two (2) months' notice.

12.1.2 In lieu of the notice for which this article provides or during the period of notice, the Secretary General may exempt the Technical Attaché from serving the remainder of his notice, subject to payment of the salary corresponding to the remainder of the notice. In such cases, the official date of termination of the Technical Attaché's appointment shall be that indicated in the Secretary General's decision.

12.2 Agreement between the Parties

12.2.1 The Parties may agree to terminate the Contract forthwith.

12.2.2 In such cases, the official date of termination of the Technical Attaché's appointment shall be that indicated in the Secretary General's decision.

12.3 Termination by the WCO

12.3.1 Other than in those cases in which the grounds for termination are disciplinary, employment may be terminated at any time by the WCO, subject to two (2) months' notice.

- 12.3.2 In particular, following prior consultation with the Technical Attaché's Home Administration, the WCO may terminate this Contract in, among others, the following circumstances:
- (i) if it deems the Technical Attaché's performance or conduct to be unsatisfactory;
 - (ii) in case of termination of the corresponding Agreement with the Technical Attaché's Home Administration; or
 - (iii) if the needs of the service have changed.
- 12.3.3 Employment may be terminated only after a preliminary interview. The decision to terminate shall be notified to the Technical Attaché by registered letter with request for advice of delivery. This letter shall state the reason(s) for termination and the date of termination, with account for the period of notice.
- 12.3.4 In lieu of the notice for which this article provides or during the period of notice, the Secretary General may exempt a Technical Attaché whose appointment has been terminated from serving the remainder of his notice, subject to payment of the salary corresponding to the remainder of the notice. The official date of termination of the Technical Attaché's appointment shall be that indicated in the Secretary General's decision.

ARTICLE 13 - INTERNAL RULES

For the Duration of this Contract, the Technical Attaché is subject to the obligations imposed upon him under this Contract and to the provisions of the WCO's Manual for Technical Attachés including any additions thereto or amendments thereof and with any circulars or instructions as may be issued thereunder by the Secretary General.

ARTICLE 14 - DISPUTE SETTLEMENT

- 14.1 In the event of a dispute relating to the interpretation or performance of this Contract, the WCO's internal avenues of appeal shall be available to the Technical Attaché. In particular, Articles 35 to 43 of the WCO's Manual for Technical Attachés may apply.
- 14.2 When the internal avenues of appeal have been exhausted, the Technical Attaché may appeal to the Administrative Tribunal of the International Labour Organization against an administrative decision which he considers as an injury to him, alleging non-observance, in substance or in form, of the terms of this Contract.

Annex II

ESTIMATE OF COSTS

Note: In accordance with Article 2.1 of the Agreement, the present Estimate of Costs is only indicative and may vary.

RECORDMENT PERIOD (please insert start date and end date in dd/mm/yyyy)	START DATE (dd/mm/yyyy)	END DATE (dd/mm/yyyy)	TOTAL (in months)
0			
All costs are in EUR			
	MONTHLY COST	NUMBER OF MONTHS	TOTAL
ALL INCLUSIVE SALARY	63.47	0	0.00
Remuneration		0	0.00
Insurance coverage for medical expenses (33.3% paid by the Staff Member)	63.47	0	0.00
ALLOWANCES			0.00
Travel costs while taking up duties at the WCO			
Travel costs while leaving duties at the WCO			
Removal costs while taking up duties at the WCO			
Removal costs while leaving duties at the WCO			
INSURANCE COVERAGE (Staff Member)	133.67	0	0.00
Non-occupational	127.73	0	0.00
Medical expenses (66.6% directly paid by the WCO)	126.94	0	0.00
Temporary incapacity/Permanent invalidity (100% directly paid by the WCO)	0.79	0	0.00
Occupational (100% directly paid by the WCO)	0.44	0	0.00
Temporary incapacity/Permanent invalidity	0.14	0	0.00
Death	0.30	0	0.00
Repatriation (100% directly paid by the WCO)	5.50	0	0.00
INSURANCE COVERAGE (Medical Expenses for relatives)			0.00
Spouse (100% paid by the Staff Member)	190.41		0.00
Child(ren) (100% paid by the Staff Member)	116.42		0.00
Medical insurance fees			0.00
SUBTOTAL			0.00
ADDITIONAL STRAITS			0.00
Automated calculation. Please only fill in the yellow cells			
	TOTAL COSTS		0.00