



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

OCOM Memo No. 22-2023

MASTER COPY
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MEMORANDUM

TO : ALL CUSTOMS EMPLOYEES

FROM : BIENVENIDO Y. RUBIO

Commissioner



MAR 13 2023

SUBJECT : INVITATION TO THE WORLD CUSTOMS ORGANIZATION (WCO) – JAPAN CAREER DEVELOPMENT PROGRAMME 2023-2024

DATE : March 2, 2023

1.0 This is with regard to the invitation to qualified Bureau personnel to the World Customs Organization (WCO) – Japan Career Development Programme 2023-2024 which will commence in September 2023 at the WCO Headquarters, Brussels, Belgium.

2.0 The WCO-Japan Career Development Programme 2023/2024 aims to:

- a. Promote the involvement of Members where neither of the two official WCO languages is widely spoken;
- b. Provide developing country-members with an opportunity for selected candidates to undertake work at the Secretariat as a Professional Associate to obtain knowledge, skills and International experience;
- c. Develop and enhance networks among WCO Members and the Secretariat;
- d. Support and assist the Secretariat in its missions, work and tasks;
- e. Enhance the research function of the WCO; and
- f. Develop a pool of highly competent officials with expertise in member administrations.

3.0 The selected Professional Associate (PA) shall perform the following tasks:

- a. Assist and support the tasks and projects of the Secretariat, primarily in the Directorate in which he/she has been assigned;
- b. Provide support for linguistic matters in his/her language;
- c. Undertake research on a theme set by the WCO or by the PA himself/herself or a special project;
- d. Conduct and enhance his/her research and study; and
- e. Participate in field study trip.

4.0 Interested applicants must meet the following qualifications:

- a. Be chosen and nominated by the Head of home Customs administration;

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- b. Have a minimum of 3 years experience in Customs;
- c. Have a university degree or equivalent professional qualification;
- d. Be proficient in English; and
- e. Not have any medical condition that would impair his/her full engagement in the Programme.

Applicants should ideally:

- i. Have work experience in policy making, policy implementation and/or research and study;
- ii. Have work experience in an International environment, in particular regarding WCO matters (e.g. participation to WCO committees, activities as WCO accredited expert);
- iii. Have working knowledge of computer applications; and
- iv. Be younger than 45 years of age.

5.0 As per Customs Memorandum Order No. 13-2020 "Policies and Guidelines for the Availment of Scholarship Programs of the Bureau of Customs Personnel," the following additional requirements shall be imposed upon nominees for scholarship programs:

- a. Must hold a permanent position and have rendered at least two (2) years of continuous service as permanent employees in the Bureau;
- b. Have at least Very Satisfactory performance ratings for the last two (2) consecutive rating periods preceding the period of application for scholarship program;
- c. Have no foreign or local scholarship grant in the past two (2) years;
- d. Have no pending service obligation from previous local or foreign scholarship; and
- e. Have no pending criminal and/or administrative case.

6.0 Interested applicants must submit the following to the Interim Training and Development Division (ITDD) **on or before March 16, 2023** for evaluation of who will be nominated by the Commissioner:

- a. Accomplished Application Form for the Professional Associate;
- b. Duly signed Endorsement/Recommendation Letter with justification from the Deputy Commissioner, for personnel assigned under Groups, or from the District Collector, for personnel assigned in Collection Districts;
- c. Duly accomplished Personal Data Sheet with Work Experience Sheet (Civil Service Commission Form No. 212);
- d. Individual Performance and Commitment Review Form for the last two (2) consecutive rating periods;
- e. Certification from the ITDD stating that the personnel has no (1) foreign or local scholarship grant in the past two (2) years; and (2) pending service obligation from previous local and foreign scholarship; and
- f. Legal Clearance and notarized Affidavit of No Pending Criminal and/or Administrative Case.

- 7.0 For more information, you may contact Nicole Headerre Alarcon, ITDD at cellphone no. 0956-809-4668 and/or email at alarconn@customs.gov.ph.
- 8.0 For your information.

**World Customs Organization**

Rue du Marché 30, B-1210 Brussels, Belgium
T: +32 (0)2 209 92 11 / info@wcoomd.org

17.02.2023 / Brussels
23SL0028E

Dear Director General,

I am pleased to inform you of the **World Customs Organization (WCO)-Japan Career Development Programme 2023-2024**, to be held from September 2023 at the WCO Headquarters. Funds for this Programme will be provided by the Japanese Customs Administration.

The main objectives of the Programme are to promote the involvement of Members where neither of the two official WCO languages is widely spoken; to provide developing-country Members with an opportunity for selected candidates to undertake work at the Secretariat as a Professional Associate to obtain knowledge, skills and international work experience; to develop and enhance networks among WCO Members and the Secretariat; to support and assist the Secretariat in its missions, work and tasks; to enhance the research function of the WCO; and to develop a pool of highly competent officials with expertise in Member administrations.

Under this Programme, the selected Customs officials will spend approximately ten months from September 2023 at the WCO Secretariat and thus gain valuable international experience. Each official will be assigned to an area of work which is commensurate with his/her skills. If you wish to nominate a candidate for this Programme, please return the attached nomination form (Annex I) and application form (Annex II) duly completed by your Administration and the candidate respectively, to the Office of WCO Secretary General by email (careerdevpro@wcoomd.org) **by Monday, 24 April 2023**. Please note that applications received after the deadline will not be considered.

Along with the application documents, it is also required that each Administration nominating one or more candidates sends a formal letter on behalf of the Head of Administration addressed to the WCO Secretary General where the names and the positions of the nominees are stated. It should be noted that **Administrations are expected to nominate no more than three candidates**.

More detailed information on the Programme, including the conditions of service, is set out in Annex III. When the officer joins the Programme, a Tripartite Agreement between the WCO, the Member administration and the selected applicant from that Member administration will be signed. The draft agreement, subject to the change in due course, is attached as Annex IV for your information. If you have any questions or need clarification regarding this Programme, you may contact Mr. Tadashi Yasui, Manager of the Programme by e-mail: careerdevpro@wcoomd.org or phone: +32 2 209 96 45.



World Customs Organization

Rue du Marché 30, B-1210 Brussels, Belgium
T: +32 (0)2 209 92 11 / info@wcoomd.org

I look forward to receiving nominations of good candidates for the WCO-Japan Career Development Programme.

A handwritten signature in black ink, appearing to read "Kunio Mikuriya".

Dr. Kunio Mikuriya
WCO Secretary General



NOMINATION FORM

WCO/Japan Career Development Programme (2023-2024)

- (1) To be completed by - or under the authority of - the Head of the nominating administration, e.g. **Director General, Commissioner or equivalent official**, and returned to the Office of the Secretary General of the World Customs Organization (at careerdevpro@wcoomd.org). **Please note that the form must be signed by both the Head of the nominating administration and the nominee. Otherwise, the nomination will be considered invalid.**
- (2) Please complete this form by typing in it.

THE CUSTOMS ADMINISTRATION OF _____

NOMINATES _____

(Nominee's current title) _____

(Employed by the Customs Administration) from _____ (mm)/ _____ (yyyy)

THE NOMINEE APPLIES FOR THE AREA (Please select one or two areas in the followings):

<input type="checkbox"/> IPR	<input type="checkbox"/> Risk Management	<input type="checkbox"/> Compliance (others)
<input type="checkbox"/> Facilitation	<input type="checkbox"/> Nomenclature	<input type="checkbox"/> Customs Valuation
<input type="checkbox"/> Origin	<input type="checkbox"/> Capacity Building	<input type="checkbox"/> Others

THE NOMINEE SPECIFIES THE TOPIC:
(_____)

THE NOMINEE, OTHER THAN ENGLISH, IS PROFICIENT IN (Please specify all below):

<input type="checkbox"/> Arabic	<input type="checkbox"/> Spanish	<input type="checkbox"/> Portuguese
<input type="checkbox"/> Russian	<input type="checkbox"/> Others (_____)	

THE NOMINATING ADMINISTRATION CERTIFIES THAT THE NOMINEE:

i) Is a Customs officer of a developing-country Member administration which has active status at the WCO;	Yes <input type="checkbox"/> No <input type="checkbox"/>
ii) Has a minimum of 3 years' experience in Customs;	Yes <input type="checkbox"/> No <input type="checkbox"/>
iii) Has a university degree or equivalent professional qualification;	Yes <input type="checkbox"/> No <input type="checkbox"/>
iv) Is proficient in English;	Yes <input type="checkbox"/> No <input type="checkbox"/>
v) Is in good health; and	Yes <input type="checkbox"/> No <input type="checkbox"/>
vi) Continues to work in his/her home Customs administration for 3 years at least after the completion of the Programme.	Yes <input type="checkbox"/> No <input type="checkbox"/>

DATE AND PLACE : _____

Signature and seal of Head of the Administration

Name of signatory : _____

Title : _____

DATE AND PLACE : _____

Signature of the nominee

Name of nominee : _____

Annex II

**APPLICATION FOR THE POST OF
Professional Associate
WITHIN THE WORLD CUSTOMS ORGANIZATION (2023/2024) ¹**



WORLD CUSTOMS ORGANIZATION

1. PARTICULARS

Family name <i>(in block capitals)</i>	
First name(s) <i>(in block capitals)</i>	Title <input type="checkbox"/> Ms <input type="checkbox"/> Mr <input type="checkbox"/> Other
Date of birth	Place of birth
Present nationality²	Nationality at birth

2. CONTACT DETAILS

Postal address

.....

.....

.....

.....

Telephone number(s)

.....

.....

E-mail address(es)

¹ Application to be typed, and to be submitted in electronic format.

² 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.

.....
.....

3. PERSONAL DETAILS

Honour(s)
.....
.....

Sanction(s)
Indicate any conviction, administrative sanction or pending case
.....

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			
Spanish			
Portuguese			
Arabic			
Russian			
Other			

Indicate your work and educational experiences in English if it is not your mother tongue. Attach certificates attesting your proficiency in English.
.....
.....

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 your customs expertise)

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

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	

6. CANDIDATE'S VISION OF THE POSITION OF PROFESSIONAL ASSOCIATE

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

A large rectangular area with a dotted grid pattern, intended for the candidate to write their response.

A large rectangular area containing numerous horizontal dotted lines, serving as a template for text entry.

7. ADDITIONAL INFORMATION

Have you previously applied for employment at the WCO?
Yes No

If yes, provide details :
.....
.....
.....
.....

Have you been involved in the WCO programs and activities (e.g. participation in Fellowship Program, being accredited as WCO expert, Member of delegation to WCO Committees, etc)?
Yes No

If yes, please provide details :
.....
.....
.....
.....

Have you lived abroad for any period(s) exceeding 3 months?
Yes No

If yes, please specify the country and the reason :
.....
.....
.....
.....

Special aptitudes or interests
.....
.....
.....
.....

8. REFERENCES

Give the names and addresses of three persons, not related to you, who are able to vouch for your qualifications and character. You may wish to include a WCO staff member with whom you have or had professional collaboration.

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 termination of any subsequent appointment under the Career Development Programme.

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

.....

(Date)

.....

(Candidate's signature)

Annex III

WCO/JAPAN CAREER DEVELOPMENT PROGRAMME**I. Objectives**

This is a programme which aims to:

- provide developing-country Members with an opportunity for selected candidates to undertake work at the Secretariat as a Professional Associate to obtain knowledge, skills and international work experience;
- promote the involvement of Members where neither of the two official WCO languages is widely spoken;
- develop and enhance networks among WCO Members and the Secretariat;
- support and assist the Secretariat in its missions, work and tasks;
- enhance the research function of the WCO;
- develop a pool of highly competent experts/managers with international experience

II. Sponsorship: Customs Administration of Japan**III. Programme at a glance:**

- (a) Programme:
Up to 10 Professional Associates for a ten-month programme starting in September 2023.
- (b) Venue:
WCO Headquarters, Brussels, Belgium.
- (c) Field Study Trip:
Seven working day study trip to Donor Administration (Japan Customs).
- (d) Supervision:
Office of Secretary General, External Relations Unit.
- (e) Office and Directorate of Assignment:
Determined in cooperation with Directorates, in line with participant's professional experience.

IV. Application and selection:

- (a) Areas of application and selection of Professional Associates
 - (i) Up to 2 Professional Associates in Intellectual Property Rights (IPR) and/or Risk Management; and
 - (ii) Up to 8 Professional Associates in Customs issues: the candidate should specify a particular area of his/her expertise.
- (b) Eligibility, requirements, condition of candidacy:
Requirements
Applicants should:
 - be a customs officer of a developing-country Member administration which has active status at the WCO;

Annex III

- be chosen and nominated by the Head of their home Customs Administration;
- have a minimum of 3 years' experience in Customs;
- have a university degree or equivalent professional qualification;
- be proficient in English¹; and
- not have any medical condition that would impair his/her full engagement in the Programme.

Recommended

Applicants should ideally:

- have work experience in policy making, policy implementation and/or research and study;
- have work experience in an international environment, in particular regarding WCO matters (e.g. participation to WCO committees, activities as WCO accredited expert);
- have working knowledge of computer applications; and
- be younger than 45 years of age.

(c) Other factors for selection:

Preference will be given to applicants supported or recommended by a community or multiple Members using a common language.

Preference will be given to applicants with language qualification/profession attested by work experience, language proficiency certificates and/or diplomas from international institutions of higher education.

Preference will be given to applicants with sound experience in writing research papers and analysis, such as those who hold a Master or Ph.D. degree

Applicants will be evaluated based on their academic record and intellectual distinction, personal qualities, motivation, evidence of leadership, management potential and career growth, and work experience. The applicant's engagement in WCO programmes and activities will be taken into consideration as well.

V. Main tasks and responsibilities

(a) Assist and support WCO activities:

Professional Associates will assist and support the tasks and projects of the Secretariat, primarily in the Directorate to which they are assigned. In addition, Professional Associates will be expected to provide support for linguistic matters.

(b) Research and study project:

Professional Associates are expected to undertake research on a theme set by the WCO or by the Professional Associate himself/herself in cooperation with a tutor from a designated Directorate and under the supervision of the Office of the Secretary General (External Relations Officer). The tutor will be designated in accordance with the research topic. The Professional Associates shall submit the outcome of the research project to the Office of the Secretary General before the end of the Programme.

(c) Field study trip:

The field study trip is an essential part of the Programme, which enables Professional Associates to conduct and enhance their research project. Financial support will be

¹ The WCO working languages are English and French, however, main activities of the Programme, including the field study trip to Japan, are conducted exclusively in English.

Annex III

granted for a visit to the donor country (Japan). Support may also be granted for a mission to another country. The cost of travel (economy class ticket), accommodation and meals will be covered by the sponsor.

VI. Duties, obligations and privileges

(a) Status:

- Professional Associate.

(b) Recruitment, terms of appointment, advancement and promotion:

- Fixed term for ten months based on Tripartite Agreement signed between the WCO, Member administration and the selected Customs official².
- Advancement and promotion cannot be considered.

(c) Allowances and benefits:

- Allowance: around 4,300 euro per month

Note : Benefits and allowances such as household allowance, expatriation allowance, dependant's allowance, terminal allowance, advances, loans, etc. are not granted.

- All Professional Associates will be required to pay a medical insurance premium for emergency treatment (around 136 euro per year). This medical insurance covers the Professional Associates only.

(d) Travel when taking up duty and leaving:

- Economy class return tickets;
- Installation allowance (half of one month's salary).

(e) Working conditions and leave:

- The WCO Staff Manual (provisions of Chapter VII) is applicable for working hours and public holidays.
- Professional Associates will have 15 days of annual leave.

(f) Accommodation:

- All Professional Associates will be required to stay in the residence arranged by the WCO. Changing from the apartment reserved by the WCO will not be allowed.
- The monthly rental fee is around 1,500 euro, including a utility fee payable by the Professional Associate.

VII. Other

This programme is designed as a non-family posting and is of a short duration.

That being the case, the WCO will provide assistance with visa requirements **solely** for the Professional Associate himself/herself.

² The renewal or extension of the term may be considered only in exceptional cases.

Annex IV

FOR INFORMATION ONLY



WORLD CUSTOMS ORGANIZATION

AGREEMENT
BETWEEN THE
CUSTOMS ADMINISTRATION OF XXXXXXX
THE
WORLD CUSTOMS ORGANIZATION
AND
[FIRSTNAME, SURNAME],
CONCERNING THE PARTICIPATION OF [FIRSTNAME, SURNAME]
IN THE 2023-2024 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;

Annex IV

WHEREAS, the **Customs Administration of XXXXXXXX** (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, **[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, **[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 2023/2024. 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.

Annex IV

- 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 three hundred euro (4,300.00€).
- 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**

Annex IV

- 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 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 the PA, notably in terms of visas and medical insurance.

Article 5

Annex IV

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**

Annex IV

- 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.

*

* * *

Annex IV

Annex I

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 mi accordance with a general schedule which can be found at Annex X, drawn up General with reference to the requirements of the Organization.

~~Subject to this maximum duration the Secretary General may after con~~

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