



## APPENDIX 2 ADDITIONAL PROVISIONS

**Additional provisions between either the YEP partner or the officially recognized local counterpart organisation stated in a Memorandum of Understanding (hereinafter mentioned as the 'Employer') and the Local Young Expert (hereinafter mentioned as Young Expert) with regard to secondment of the Employee for the Young Expert Programme (hereinafter YEP).**

### **Article 1**

The Employer and Young Expert conclude an individual fulltime temporary contract for the time of secondment. The general conditions of employment of the Employer apply to this contract. The provisions stated in this document are additional to the general conditions of employment and the individual employment contract.

### **Article 2**

While YEP is a subsidy programme, transparency about the proposal and budget submitted and approved is obligatory. Both the YEP Project Proposal and budget format as handed in by the employer, and approved by YEP, will be shared with the Young Expert before the starting date of the YEP contract and explained. Transparency about the budget and the costs allocated for the Young Experts are part of the employment conditions and need to be explained by the organisation (fraud prevention).

### **Article 3**

In case of conflict between general conditions of employment and the individual employment contract on the one hand, and these additional provisions on the other, these additional provisions shall prevail.

### **Article 4**

All rights with regard to intellectual property, including patents and design rights, and all knowhow that the Young Expert will obtain resulting from work carried out for the employer or YEP will remain the unrestricted property of the Employer and the Ministry of Foreign Affairs, with the exception of contrary provisions of mandatory law.

### **Article 5**

Netherlands Water Partnership (NWP) and the Ministry of Foreign Affairs shall in no circumstance be considered the employer of the Young Expert. The Employer shall be considered the Employer at all times and shall as such be responsible for the timely and just payment of social insurance and taxes, etc. The Employer bears the responsibility for the safety and wellbeing of the Young Expert(s) it seconds. The advice of the Embassy of the Kingdom of the Netherlands with regards to the security situation in the country of secondment shall be followed by the Employer and the Young Expert.

### **Article 6**

Secondment and deployment of the Young Expert and participation in YEP takes place for a maximum of 2 years. In some cases, changing circumstances may prevent participation of the Young Expert in YEP. When this occurs, the Employer and the YEP programme bureau shall consult each other.

### **Article 7**

Participation in the YEP means that the Young Expert participates in the YEP training programme, consisting of an annual training in The Netherlands, personal coaching, group assignments and online master classes. The time to be spent on this, as part of the training programme, amounts to 1 working day per month, to be aligned with the local manager. The Employer enables the Young Expert to take part in the entire training programme.

### **Article 8**

With the signing of these additional provisions, the Employer and the Young Expert have taken note of the above provisions and declare to understand these rules and to agree to these provisions. The signatory on behalf of the Employer represents the legal representative of the seconding organization.

### **Article 9**

These provisions shall be governed by Dutch law.

For approval,

NAME

NAME

Date:

date: