



**Netherlands Water Partnership
The Hague**

**Agreement
[Name Organisation]**

**Young Expert Programmes: YEP Water/Agrofood/Energy
2022**

- Netherlands Water Partnership (hereinafter called “NWP”) with its registered office and operating premises at 2 Bezuidenhoutseweg, The Hague, hereby legally represented by Ms B.S.J. Nijhof, and
- **[Name Organisation]** (hereinafter called “YEP partner”), with its registered office and operating premises at **[Address, City]**, hereby legally represented by **[Name of representative]**

hereinafter collectively known as “the parties”

WHEREAS:

- The Young Expert Programme Water, Agrofood and Energy (hereinafter called “YEP”) is carried out in a Public Private Partnership (PPP) between Ministry of Foreign Affairs, Department of Inclusive Green Growth (heretofore known as Department of Climate, Energy the Environment and Water), together with NWP on behalf of the Water Sector, the Netherlands Food Partnership on behalf of the Agri & Food Sector, and The Netherlands Enterprise Agency on behalf of the Energy sector.
- YEP is a programme for coaching and training of young professionals working in the Water, Agrofood & Energy sectors. A secondment forms an important part of the programme, which offers the young professional an opportunity to work abroad for a longer period.
- YEP meets the sector’s need to enable Young Experts to gain international experience. The sector and Government make joint investments in training Young Experts. The parties in the Dutch Water, Agri & Food and Energy sectors who take part in the programme assist NWP by making their expertise available with courses and facilities for training and on-site visits.
- [where applicable:] The YEP partner participates in the YEP Programme by concluding a (work or secondment) contract with **[Name Young Expert]** (hereinafter called “the Young Expert”) in **[Country]**.
- [where applicable:] The YEP partner participates in the YEP Programme by concluding a contract in form of a signed Memorandum of Understanding (MoU) between the YEP partner and the local counterpart organisation (hereinafter called “local counterpart”) with **[Name Young Expert]** (hereinafter called “the Young Expert”) in **[Country]**.

THE PARTIES AGREE AS FOLLOWS:

Article 1

The YEP partner, or if applicable the local counterpart, shall for the period of **[Date]** to **[Date]** (the “Participation Period”), accept **[Name Young Expert]** (“the Young Expert”) as an employee in accordance with the YEP Programme.

Article 2

Subject to the provisions of this agreement and sufficient funding by the Ministry of Foreign Affairs, NWP shall provide financial support for the secondment of the Dutch Young Expert. The financial contribution of NWP is limited to the lower amount of a) 50% of the total costs of the placement or b) EUR 40,000 including VAT, per annum, with a maximum of 2 years. NWP’s contribution will be employed in accordance with this agreement.

Article 3

The YEP partner and/or, if applicable, the local counterpart, shall supervise the Young Expert throughout the entire Participation Period, and provide for the Young Expert's salary costs including the employer's part of social security contributions. In addition, the YEP partner shall pay to NWP EUR 1,500 per year for each Dutch Young Expert, as a contribution towards the costs of NWP's efforts. NWP may set-off this contribution against the payments to be made under article 2. The YEP partner shall procure that secondment takes place within three months after the start of the Participation Period. The YEP partner must, and warrants that its local counterpart will, continue to fulfil the applicable requirements and criteria forming part of the application.

Article 4

NWP, the Ministry of Foreign Affairs and the other participants in YEP shall never be considered as the Young Expert's employers. The YEP partner or its local counterpart shall always be considered as the employer and be responsible for fulfilment of all the employer's obligations, including timely and correct payment of social insurance and taxes.

Article 5

The YEP partner bears the sole responsibility for the safety and wellbeing of Young Expert(s) whom it seconds. The NWP and the Ministry of Foreign Affairs will never be liable in this regard. The YEP partner shall follow the advice of the Embassy of the Kingdom of the Netherlands on the security situation in the country of deployment.

Article 6

The parties shall, both during and after termination of the agreement, maintain confidentiality with regard to all details from or relating to the other party of which it can be reasonably expected that their disclosure may be prejudicial to the other party.

Article 7

The Appendixes form an integral part of this agreement. In the event of conflict between two provisions in different documents, the following order of priority shall apply:

- this agreement
- Appendix 3: anti-corruption and sanction policy
- Appendix 2: additional provisions
- Appendix 1: financial provisions and conditions

Article 8

The YEP partner shall inform NWP and the Young Expert of any changes that take place in the financial or organizational situation of the YEP partner or its local counterpart that jeopardize the normal continued participation in the programme and/or the employment of the Young Expert. NWP will decide, after due consultation with the YEP partner, as to what measures must be taken.

Article 9

NWP does not accept any liability whatsoever towards the YEP partner for any loss, with the exception of loss covered by its liability insurance paid out by the insurer on the claim. NWP is not liable if the loss is covered by an insurance taken out by the YEP partner or a third party. NWP is never liable for indirect loss, including consequential loss, loss of profit and loss due to business interruption.

Article 10

The parties shall enter into consultation in all cases that are not covered or not sufficiently covered by this agreement.

Article 11

This agreement is governed by Dutch law. Any dispute that arises between the parties in relation to the explanation or application of this agreement, or any agreement resulting from this agreement, will be settled by the competent court of the Hague, the Netherlands.

Thus agreed, drawn up in duplicate and signed for agreement.

Netherlands Water Partnership

[Name Organisation]

Ms B.S.J. Nijhof
Managing Director

[Name of representative]
[Function]

Date:

Date: