

To the National Representative of Lithuania in Hybrid CoE, Steering Board

Dear Ambassador Eitvydas Bajarunas,

With reference to our discussions on seconded personnel, the European Centre of Excellence for Countering Hybrid Threats would like to officially announce that the Centre welcomes in-kind contributions of personnel by your Government to the Centre in Helsinki.

For the moment, the Centre would welcome a seconded person with expertise on:

* Hybrid threats and European security and
* International law in the hybrid threat context or
* Chinese strategies and policies within the field of hybrid action

In case of receiving an expert as an in-kind contribution from a Participant, the sending national authority will be responsible for the payment of the expert’s salary, including employment-related allowances and his/her benefits; travel costs for arrival to and departure from the Centre; and health care insurance for the expert or other appropriate arrangements.

The secondment can take place via the Embassy in Helsinki (the terms are set forth in Annex C of Internal Regulations (attached)). In other cases, the terms according to which Participants are expected to make in-kind contributions of personnel are set forth in Annex B of Internal Regulations (attached). The Director, however, will have the authority and discretion to deviate from the terms of Annex B and C in a particular situation, with the consent of the contributing Participant.

Concerning health, safety and wellbeing at work, the Centre will apply to all members of the personnel the Act on occupational safety and health (738/2002). The Secretariat’s personnel are required to hold security clearance equivalent to PSC NATO Secret or EU Secret.

In Helsinki, 27 February 2020

Teija Tiilikainen

Director

The European Centre of Excellence for Countering Hybrid Threats

ANNEX B.

INDICATIVE CONTRACT REGARDING THE CONTRIBUTIONS OF THE

GOVERNMENT OF [COUNTRY] TO THE EUROPEAN CENTRE OF EXCELLENCE

ON COUNTERING HYBRID THREATS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Effective from:  |  ../../2017  | Period of validity:  | ../../20..  | Place of signature:  | Helsinki  |
| Reg. No:  |   |  |
| POC OF THE PARTICIPANT OF Centre:  |   |  |
| POC OF Centre:  |   |  |

The European Centre of Excellence on Countering Hybrid Threats (hereinafter referred to as the Centre), situated in Helsinki, Finland, granted a domestic legal capacity by Finnish Law [417/2017], represented by Director Teija Tiilikainen, acting in accordance with the Memorandum of Understanding on the European Centre of Excellence for Countering Hybrid Threats, signed on

11 April 2017 and

[SENDING NATIONAL INSTITUTION] of [PARTICIPATING GOVERNMENT], (hereinafter referred to as [ABBREVIATION]), situated in [CITY, COUNTRY], represented by [NAME, RANK, POSITION], acting in accordance with the [RELEVANT ACT ON THE AUTHORITY OF THE

NATIONAL INSTITUTION],

(hereinafter the Institutions) have concluded the present Contract:

1. The Institutions agree to provide experts within the joint projects, in accordance with the Programme of Work and in line with the approved budget of the Centre.
2. [SENDING NATIONAL INSTITUTION] will:
	1. Send an expert for placement at the Centre in conformity with the qualifications communicated, for the performance of the tasks assigned by the Centre in accordance with the terms and conditions set out in this Contract. The expert will maintain his/her status as an employee of [SENDING NATIONAL INSTITUTION]. The expert will be subject to internal Centre procedures and to the applicable national laws and regulations of the Host Nation of the Centre. The period of placement will be from ../../20.. to ../../20...
	2. Be responsible for the payment of the expert’s salary including employment related allowances and his/her benefits (e.g. costs related to the presence of dependants, per diem, and travel costs for initial appointment and departure from HYBRID COE) during the period of assignment of the expert.
	3. Cover the per diem (daily allowance and accommodation) payment in connection with the travels of duty subject to approval by [SENDING NATIONAL INSTITUTION].
	4. Be responsible for health care insurance for the expert or other appropriate arrangement / coverage in accordance with applicable national laws.
	5. Be responsible for any disciplinary proceedings in respect of the expert.
	6. Be responsible for the costs of body repatriation to [SENDING COUNTRY] territory, in case of the death of an assigned expert occurring in the territory of the Republic of Finland.
3. The Centre will:
	1. Engage the expert assigned in the work of the Centre in accordance with the terms and conditions set forth in this contract and provide an equipped office space.
	2. Accord the expert assigned by [SENDING NATIONAL INSTITUTION] the same status as the other staff members of the Centre.
	3. Apply to the expert assigned the internal procedures of the Centre in relation to health, safety and welfare at work.
	4. Cover travel expenses in connection with the travels of duty directly related to the implementation of the work of the Centre.
4. If the Centre has serious grounds to believe that the expert assigned according to this Contract has committed gross or serious misconduct, the Centre will initiate an internal investigation, notifying [SENDING NATIONAL INSTITUTION] forthwith of the alleged gross or serious misconduct. Under such circumstances, the Centre may terminate this contract after bilateral consultations with [SENDING NATIONAL INSTITUTION].
5. [SENDING NATIONAL INSTITUTION] agrees to the security and confidentiality regulations and policies in place at the Centre and will take measures to ensure that its personnel observe the said regulations and policies. Classified information stored, handled, generated, transmitted or exchanged as a result of the execution of this Contract will be treated in accordance with the relevant international agreements on security of information.
6. Each Institution is solely and exclusively responsible for obtaining any necessary clearances, permissions, and/or releases necessary to carry out the activities pertinent to this Contract.
7. Unless otherwise agreed in an addendum to this contract, the Centre will retain sole ownership of any intellectual property generated within the framework of this Contract.
8. Prior to using the other Institution’s logos or images in connection with activities under this Contract, each Institution will obtain prior written approval (including by e-mail communication) from the other Institution. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval.
9. Each Institution will indemnify the other against any and all claims, damages, liabilities, losses, costs, and expenses arising in connection with the activities under this Contract unless it is otherwise specified in the Contract.
10. Performance by either Institution under this Contract is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the Contract is executed.
11. This contract does not create any rights or obligations under international law. Any dispute regarding the interpretation or application of this Contract will be resolved solely by consultation between the Institutions involved, and will not be referred to any national or international tribunal or any other third party for settlement.
12. This Contract becomes effective upon the last signature, and may be terminated earlier by either Institution, which shall endeavour to give at least four weeks’ written notice to the other Institution prior to the intended date of termination.
13. Each Institution named in this Contract will receive one signed original and two copies thereof. All originals and copies will be in the English language.

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| --- | --- |
| Centre Director Matti Saarelainen  | [SENDING NATIONAL INSTITUTION] [RANK] [NAME]  |
|  (signature)  |  (signature)  |
| Address: Tel.:  | Address: Tel:  |

ANNEX C.

INDICATIVE MEMORANDUM OF MUTUAL UNDERSTANDING

**The European Centre of Excellence on Countering Hybrid Threats** (hereinafter referred to as the

Centre), situated in Helsinki, Finland, and

**The Embassy of [COUNTRY],** situated in Helsinki, Finland, have mutual understanding about the following:

[NAME OF THE SECONDED PERSON, (DATE OF BIRTH)] will be working at the Centre to contribute to cooperation under the Memorandum of Understanding on the European Centre of Excellence for Countering Hybrid Threats [from 00 Month 20xx to 00 Month 20xx].

During the period of validity of this Memorandum of Mutual Understanding, [COUNTRY/ ITS RELEVANT INSTITUTION] will take responsibility for the expenses arising from pay, commuting travel, health care and other expenses caused by the stay, excluding expenses caused by the use of the premises and technical equipment of the Centre (such as use of working room, telephone, ICT equipment and copying machines) and travel on official business of the Centre, which will be payable by the Centre.

This Memorandum of Understanding will enter into force provided that [NAME OF THE SECONDED PERSON] by signing this document undertakes to observe the instructions and orders of the Director of the Secretariat that is responsible for the common functions of the European Centre of Excellence on Countering Hybrid Threats.

[NAME OF THE SECONDED PERSON] will not be in an employment relationship with the Centre for the duration of the validity of this Memorandum of Understanding.

[DATE, PLACE]

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| --- | --- | --- |
| Centre Director Matti Saarelainen  | [EMBASSY] [RANK] [NAME]  |  |
|   (signature)  |  |   (signature)  |
| Address: Tel.:  | Address: Tel:  |  |

[DATE, PLACE]

[NAME OF THE SECONDED PERSON]

(signature)