

Annex IV

Repatriation grant

In principle, the repatriation grant shall be payable to staff members whom the Organization is obligated to repatriate and who at the time of separation are residing, by virtue of their service with the United Nations, outside their country of nationality. The repatriation grant shall not, however, be paid to a staff member who is dismissed. Eligible staff members shall be entitled to a repatriation grant only upon relocation outside the country of the duty station. Detailed conditions and definitions relating to eligibility and requisite evidence of relocation shall be determined by the Secretary-General.

<i>Years of continuous service away from home country</i>	<i>Staff member with a spouse or dependent child at time of separation</i>	<i>Staff member with neither a spouse nor dependent child at time of separation</i>	
		<i>Professional and higher categories</i>	<i>General Service category</i>
	<i>Weeks of gross salary, less staff assessment, where applicable</i>		
1	4	3	2
2	8	5	4
3	10	6	5
4	12	7	6
5	14	8	7
6	16	9	8
7	18	10	9
8	20	11	10
9	22	13	11
10	24	14	12
11	26	15	13
12 or more	28	16	14

No. 7

UNITED NATIONS
and
SWISS CONFEDERATION

Agreement on the Ariana Site. Signed at Berne, on 11 June 1946, and at New York, on 1 July 1946. Approved by the General Assembly of the United Nations on 14 December 1946

French and English official texts communicated by the Secretary-General of the United Nations. The filing and recording took place on 14 December 1946.

ORGANISATION DES NATIONS UNIES
et
CONFEDERATION SUISSE

Convention sur l'Ariana. Signée à Berne, le 11 juin 1946, et à New-York, le 1er juillet 1946. Approuvée par l'Assemblée générale des Nations Unies, le 14 décembre 1946

Textes officiels français et anglais communiqués par le Secrétaire général de l'Organisation des Nations Unies. Le classement et l'inscription au répertoire ont eu lieu le 14 décembre 1946.

No. 7. AGREEMENT^a BETWEEN THE UNITED NATIONS
AND THE SWISS CONFEDERATION ON THE ARIANA
SITE, SIGNED AT BERNE, ON 11 JUNE 1946 AND AT NEW
YORK, ON 1 JULY 1946

The United Nations and the Swiss Confederation, acting for the Canton and Town of Geneva, have agreed to the following provisions:

Article 1

Nothing in the provisions hereinafter set forth shall affect the rights of ownership which now are or may in the future be registered on behalf of the United Nations and the Town of Geneva respectively in regard to the land which is the subject of the present Agreement.

Article 2

(a) The United Nations may erect such buildings as it thinks fit on the plot shown on the annexed plan as No. 2070, sheets 76, 77, 78 and 79 of the Cadastral Survey of the Town of Geneva, Petit-Saconnex district, covering an area of 24 hectares, 89 ares and 52 metres.

These buildings, as well as those already erected, shall be the property of the United Nations, and the land on which they are erected, including the soil surrounding them over a width of 100 metres, shall be subject to a transferable and exclusive real right of user of the surface by the United Nations.

The area over which this right may be exercised shall be extended, on the same conditions and within the limits of Plot 2070, as and when buildings are constructed on it. The right shall be of indefinite duration and shall continue as long as the buildings themselves.

(b) The Town of Geneva shall have rights, identical with those recognized and conferred on the United Nations by the present article with regard to Plot 2070, in the Secheron lands belonging to the United Nations, and shown on the annexed plan as Plots 243, sheet 18, and 244, sheet 19 of the Cadastral Survey of the Town of Geneva, Petit-Saconnex district, covering a total area of 6 hectares, 68 ares and 20 metres.

^a Came into force 1 July 1946 by signature.

Article 3

(a) The two carriage roads connecting the United Nations buildings with the Avenue de la Paix, on the one hand, and the Place des Nations, on the other hand, shall be considered as accessory to the aforesaid buildings, and the United Nations shall have over the parts of those roads lying within the limits of Plot 2070 a transferable and exclusive real right of user which shall continue in existence as long as the buildings themselves.

Outside Plot 2070, these roads are part of the public domain and shall be maintained as such during such time as the buildings referred to in the present Agreement remain in existence on Plot 2070.

(b) The Town of Geneva may ensure access to buildings erected in virtue of article 2 (b) from the Rue de Lausanne and the Lake by roads of which it shall be free to determine the lay-out.

Article 4

(a) The United Nations shall enjoy a *servitude personnelle* of non-transferable and exclusive user of all the parts of Plot 2070 not covered by the real right conferred on the United Nations under Article 2 (a).

This right of user shall cease if the United Nations ceases to occupy the buildings of which it is the owner.

(b) The Town of Geneva shall enjoy a *servitude personnelle* of non-transferable exclusive and perpetual user of all the parts of Plots 243 and 244 (Sécheron lands) not covered by the real rights referred to in the foregoing articles.

Article 5

The public shall be admitted to the grounds comprised in Plot 2070 covered by the servitude by virtue of which the United Nations has the right of user under article 4 (a), unless it should be necessary to restrict or prohibit public access to these grounds in order to safeguard peaceful working conditions and security.

Article 6

The United Nations may modify the present state of Plot 2070 as it thinks fit or necessary, and in particular may construct new roads and avenues thereon.

Such roads and avenues may debouch on the public highway (Avenue de la Paix).

The Town of Geneva may also modify as it thinks fit or necessary the present state of Plots 243 and 244, which are subject to the rights conferred on the Town of Geneva.

Article 7

The eastern boundary of Plot 2070 is formed by the railway line, which has been moved and sunk into a cutting in order that trains should not be visible from the terrace on which the Palais des Nations has been erected.

Article 8

The United Nations shall bear the cost of all the work and constructions carried out on Plot 2070 in application of the present Agreement.

The Geneva authorities, having completed, in accordance with the agreements which were made, the construction of the public ways of access (roads and avenues, bridges, the public square) necessitated by the erection of the Palais des Nations, shall have no further costs to bear.

Article 9

The real property referred to in the present Agreement shall be exempt from all servitudes or charges liable to interfere in any way with the exercise of the rights granted to the United Nations and to the Town of Geneva under the present Agreement.

Article 10

The Town of Geneva undertakes not to erect without the previous consent of the United Nations any buildings other than those already existing in the Botanic Gardens, that is to say on Plot 2098, sheet 84, of the Cadastral Survey of the Town of Geneva, Petit-Saconnex district, situated between the railway line and the Route de Lausanne.

Article 11

Should the United Nations exercise its rights or transfer under article 2 (a) of the present Agreement, the Canton of Geneva shall have preference over any other purchaser, provided the terms offered are the same.

Article 12

The present Agreement shall be interpreted in accordance with the general principles of law.

Article 13

Any disputes which may arise with regard to the execution or interpretation of the present Agreement shall be referred to a Tribunal composed of three arbitrators.

The United Nations and the Swiss Federal Council shall each appoint an arbitrator. The third arbitrator, who will preside over the Tribunal, shall be appointed by the President of the International Court of Justice.

Either party may have recourse to the Tribunal by an application in writing.

The Tribunal shall determine its own procedure.

The awards of the Tribunal shall be final.

Article 14

The powers conferred on the Swiss Confederation by the Canton and Town of Geneva have a permanent character and shall subsist as long as the present Agreement.

Accordingly, the United Nations may at all times approach the Swiss Confederation with a view to the settlement of any questions arising between it and the Geneva authorities in connexion with the present Agreement.

Done and signed at Bern, on 11 June 1946, and at New York, on 1 July 1946, in four copies, two in French and two in English, the texts in both languages being equally authentic.

For the United Nations:

Trygve LIE

For the Swiss Confederation:
The Head of the Federal Political
Department:

Max PETITPERRIN

PROCEDURES FOR RECRUITMENT OF A JUNIOR PROFESSIONAL OFFICER (JPO)

13 June 2006

Prior to the recruitment of a JPO a formal JPO Agreement signed by UNEP and the Donor needs to be in place and a Trust Fund has to be established for the provision of Gratis Personnel (Refer to the Gratis Personnel Policy).

STEP	ACTION	RESPONSIBLE OFFICE(R)	COMPLETED	
			YES	NO
1.	Preparation of a draft memorandum requesting substantive offices to submit their prioritized JPO requests electronically to the HR Focal Point, attaching the standard format to be used.	HR Focal Point		
2.	Signature of the memorandum and authorization for dispatch.	DED		
3.	Submission of the electronic JPO requests to the HR Focal Point.	Heads of Offices*		
4.	Screening and compilation of all requests received by deadline and preparation of a summary list.	HR Focal Point		
5.	Prioritization of the list of requests according to UNEP's requirements	DED		
6.	Preparation of a draft covering letters o submitting the prioritized list and related job descriptions to Governments that have a JPO Agreement with UNEP o submitting the prioritized list to Governments that do not have a JPO Agreement with UNEP inviting them to participate All above with a copy to the Heads of Divisions/ UNEP Admin. MEAs and Units reporting to DED.	HR Focal Point		
8.	Signature of the two letters and authorization for dispatch.	DED		
9.	Submission of offer to sponsor a JPO for specific functions selected from the prioritized list.	Donor		
10.	Screening and acceptance of the offer.	OEDD		
11.	Preparation of a draft letter for the DED's signature informing Donors about the selection process and recruitment requirements.	HR Focal Point		
12.	Signature of the letter and authorization for dispatch.	OEDD		
13.	Selection process* is completed and results submitted to the DED/HR Focal Point.	Donor		
14.	Division Directors and Heads of Convention Secretariats are requested to review and endorse the proposed candidate or conduct interviews and select a candidate as appropriate.	HR Focal Point		
15.	Acceptance of the proposed candidate and notification of acceptance sent to the HR Focal Point.	Head of Office		
16.	Calculation of the level and step for the selected candidate and notification to the HR Focal Point.	UNON-HRMS on request by HR Focal Point		
17.	Calculation of the cost estimate for the selected candidate, at the level approved by HRMS.	UNON-BFMS on request by HR Focal Point		

* Head of Divisions, UNEP Administered Convention Secretariats and Units reporting to DED

* Donor may request UNEP to assist with advertisement and shortlisting

STEP	ACTION	RESPONSIBLE OFFICE(R)	COMPLETED	
			YES	NO
18.	Preparation of a draft letter for the DED's signature to the Donor accepting the candidate and providing the cost estimate.	HR Focal Point		
19.	Signature of the letter and authorization to dispatch.	OED		
20.	Notification to the DED of acceptance and approval of the cost estimate.	Donor		
21.	Submission of the Donor's acceptance of the cost estimate to the HR Focal Point for action, with a copy to the relevant Division Director/Head of Convention Secretariat.	OED		
22.	Preparation of form for establishment of new post to BFMS with a copy to HRMS	HR Focal Point		
23.	Establishment of post in IMIS	UNON-BFMS		
24.	Preparation of the letter of offer and completion of the recruitment process.	UNON-HRMS on request by HR Focal Point		
25.	Notification to the DED of the anticipated entry on duty date of the new JPO.	HR Focal Point		

These procedures will be revised from time-to-time in consultation between UNEP and UNON and with the clearance from the Deputy Executive Director of UNEP.

PROCEDURES FOR RECRUITMENT OF A SENIOR PROFESSIONAL OFFICER (SPO)

13 June 2006

Prior to the recruitment of a SPO a Trust Fund has to be established/identified for the provision of Gratis Personnel (Refer to the Gratis Personnel Policy).

STEP	ACTION	RESPONSIBLE OFFICE(R)	COMPLETED	
			YES	NO
1.	Submission of a request to the DED with copy to HR Focal Point for approval to recruit a SPO using the standard TOR	Head of Office*		
2.	Consideration of the request and decision on approval.	HR Focal Point for approval of DED		
3.	Submission of the Terms of Reference to UNON HRMS for confirmation of indicative level.	Head of Office		
4.	Confirmation of indicative classification level and notification to the relevant Division Director/Head of Convention Secretariat.	UNON-HRMS		
5.	Finalization of the Terms of Reference and submission to the HR Focal Point.	Head of Office		
6.	Preparation of a draft letter requesting the Donor to submit the names and CVs of at least three candidates for consideration and interview.	HR Focal Point for signature for DED.		
7.	Submission of the CVs of proposed candidates to the DED.	Donor		
8.	Provision of the CVs to the relevant Division Division/Head of Convention Secretariat.	HR Focal Point		
9.	Candidates are interviewed and recommendation made to the DED.	Head of Office		
10.	Consideration and approval of proposed candidates and notification concerning approval submitted to the relevant Head of Office.	DED (upto L4) DED to ED (L5 and above)		
12.	Submission of all documentation to the HR Focal Point	Head of Office		
13.	Calculation of the cost estimate for the selected candidate, at the level approved by HRMS, upon request of the HR Focal Point.	UNON-BFMS on request by HR Focal Point		
14.	Preparation of a draft letter for the DED's signature transmitting the cost estimate to Donor.	HR Focal Point		
15.	Signature of the letter and authorization to dispatch.	DED		
16.	Notification to the DED of acceptance and approval of the cost estimate.	Donor		
17.	Submission of Donor's acceptance of the cost estimate to HR Focal Point for action, with a copy to the relevant Head of Office.	DED		
18.	Preparation of form for establishment of new post to BFMS with a copy to HRMS	HR Focal Point		
19.	Establishment of post in IMIS	UNON-BFMS		
20.	Preparation of the letter of offer and completion of the recruitment process.	UNON-HRMS on request by HR Focal Point		
21.	Notification to the DED of the anticipated entry on duty date of the new SPO.	HR Focal Point		

These procedures will be revised from time to time in consultation between UNEP and UNON and with the approval of the Deputy Executive Director of UNEP.

* Heads of Divisions, UNEP Administered Convention Secretariats and Units reporting to DED

**PROCEDURES FOR RECRUITMENT OF PERSONNEL ON
NON-REIMBURSABLE LOANS (NRL)**

13 June 2006

STEP	ACTION	RESPONSIBLE OFFICE(R)	COMPLETED	
			YES	NO
1.	Submission of a request to the DED to recruit a staff member on non-reimbursable loan (NRL) basis by using standard format for SPOs/NRLs	Head of Office*		
2.	Consideration of the request and decision on approval.	DED		
3.	Preparation of a Memorandum of Understanding (MOU) between the donor and UNEP (a standard MOU is annexed to ST/AI/231/Rev.1 for this purpose). The MOU must include the explicit agreement of the donor to provide the services requested <u>free of all costs to the United Nations and to pay an additional 14% of the value of the service to the overhead account</u> . Certification by the relevant Head of Office that the proposal does not directly, or indirectly, involve additional financial liability for UNEP will be included in the documentation.	Head of Office		
4.	Signature of the MOU.	DED and Donor		
5.	Submission of the CV of the recommended candidate/s to the DED, in consultation with Donor.	Head of Office		
6.	Approval of the recommended candidate.	DED		
7.	Submission of the CV of the selected candidate to the HR Focal Point.	Head of Office		
8.	Confirmation of indicative classification level and notification to the relevant Head of Office, upon request of the HR Focal Point.	UNON-HRMS		
9.	Calculation of the cost estimate for the selected candidate, at the level approved by HRMS, upon request of the HR Focal Point, to determine the amount of the 14% overhead costs.*	UNON-BFMS		
10.	Payment of the 14% overhead costs, or part thereof, as appropriate.	Donor		
11.	Preparation of a Special Service Agreement for the selected candidate, upon request of the HR Focal Point.	UNON-HRMS/ OAH if authority		
12.	Establishment of IMIS code for the NRL staff.	UNON?????		
13.	Notification to the DED of the anticipated entry on duty date of the new NRL.	HR Focal Point		

These procedures will be revised from time to time in consultation between UNEP and UNON and with the approval of the Deputy Executive Director of UNEP.

* Heads of Divisions, UNEP Administered Convention Secretariats and Units reporting to DED

* The Division Director/Head of Convention Secretariat may request the Executive Director to waive the requirement to pay the 14% overhead costs, or part of it, for personnel on non-reimbursable loans performing technical cooperation functions only, with full justification, including a notification from the Donor that it is not prepared to pay the 14% overhead costs, or part thereof.

UNITED NATIONS

ST/AI/1999/6



Secretariat

28 May 1999

Administrative instruction

Gratis personnel

The Under-Secretary-General for Management, pursuant to section 4.2 of the Secretary-General's bulletin ST/SGB/1997/1 and for the purpose of implementing General Assembly resolutions 51/243 of 15 September 1997 and 52/234 of 26 June 1998, promulgates the following:

Section 1

Scope of application

The present instruction applies to type II gratis personnel (hereinafter "gratis personnel"), who are personnel provided to the United Nations by a Government or other entity responsible for the remuneration of the services of such personnel and do not serve under any other established regime such as that applicable to interns, associate experts, personnel provided on a non-reimbursable loan under the provisions of ST/AI/231/Rev.1 and personnel provided to the United Nations Special Commission under the regime reported by the Secretary-General to the Security Council in document S/22508 of 18 April 1991.

Section 2

Conditions under which gratis personnel may be accepted

2.1 The Secretary-General may accept gratis personnel only on an exceptional basis, and provided the following conditions are met:

- (a) After the approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time; *or*
- (b) To provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates.

2.2 Gratis personnel may not be sought or accepted as a substitute for staff to be recruited against posts authorized for the implementation of mandated programmes and activities.

Section 3

Member States to be informed

3.1 When, at the time of preparation of a budget, it is foreseen that, under that budget, there will be needs which fulfil the conditions of section 2.1 (a) of the present instruction, the department or office where the services are to be rendered shall approach all Member States to inform them of the specific needs to be met by gratis personnel, and shall request Member States to identify within two months one or more individuals who could provide the required expertise.

3.2 In the case of new or expanded legislative mandates for which gratis personnel may be required under section 2 (b) of the present instruction, the department or office where the services are to be rendered shall inform all Member States of the needs to be met on a temporary and urgent basis, and shall request Member States to identify one or more individuals who could provide the required assistance within a period consistent with the urgency of the need in question.

Section 4 **Selection**

4.1 All nominees will be evaluated by the requesting department to ensure that the best qualified nominee is selected on the basis of the recruitment standards established by the Office of Human Resources Management in terms of qualifications, experience and other relevant factors, taking into account the date of availability of the nominees.

4.2 When selecting a nominee, due regard shall be paid to the importance of ensuring that personnel are obtained from as wide a geographical basis as possible.

Section 5 **Functions**

5.1 Gratis personnel may only be assigned functions consistent with the conditions set out in section 2.1 above.

5.2 Gratis personnel may not supervise staff members in the exercise of their official duties or be involved in decisions affecting the status, rights and entitlements of staff members. Exceptionally, however, gratis personnel having managerial responsibilities may supervise staff members who provide direct support to them.

Section 6 **Duration of functions**

6.1 Gratis personnel accepted under section 2.1 (a) of the present instruction may be accepted after the approval of a budget for an initial period of up to one year to discharge very specialized functions for which expertise is not required on a continuing basis in the Secretariat. The needs of the department or office concerned shall be reviewed closely at the time of preparation of each subsequent budget to determine whether the functions remain so specialized that it is still not appropriate for the Secretariat to build up the necessary expertise and recruit staff members accordingly.

6.2 Gratis personnel accepted under section 2.1 (b) of the present instruction for new or expanded mandates before a budget has been approved may serve for a period ending six months after the anticipated date of approval of the relevant budget. Should there be exceptional circumstances beyond the control of the Secretary-General, continuation of the services of gratis personnel beyond that period shall require approval by the General Assembly. Staff shall be recruited as soon as possible after approval of the necessary resources in order to allow for a transition period.

6.3 Gratis personnel may not apply for or be appointed to posts in the Secretariat for a period of six months after the end of their service.

6.4 Services rendered by gratis personnel may be terminated prior to the date stipulated in the agreement between the United Nations and the donor upon one month's written notice from either party.

Section 7 **Status**

Gratis personnel, while performing functions for the Organization, shall have the status of experts on mission, as defined in article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Section 8**Remuneration, medical and life insurance, pension and other social security benefits**

8.1 All expenses in connection with the services of gratis personnel, including salaries, allowances and benefits to which the individuals involved are entitled and travel costs to and from the location where the gratis personnel are based, shall be paid by the donor. During the entire period of service under the agreement, the donor shall also ensure that gratis personnel are covered by adequate medical and life insurance, as well as insurance coverage for illness, disability or death incurred in the service of the United Nations.

8.2 Costs incurred by gratis personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

Section 9**Annual leave**

9.1 Annual leave may be taken by gratis personnel in accordance with their terms of service with the donor but may not exceed leave entitlements of staff members. Accordingly, gratis personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. Gratis personnel accepted for a period of more than six months and personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service.

9.2 Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

Section 10**Performance of services**

10.1 Gratis personnel shall perform their functions under the authority and in full compliance with the instructions of the appropriate official in the United Nations department or office concerned, and any person acting on his or her behalf. They shall be required to observe all applicable regulations, rules, instructions, procedures and directives relevant to the performance of their functions.

10.2 The performance of the functions assigned to gratis personnel shall be evaluated in accordance with the principles of the Performance Appraisal System, as set out in document ST/AI/1997/8 [ST/AI/1999/14, abolished and replaced by ST/AI/2002/3].

Section 11**Standards of conduct**

11.1 Gratis personnel shall respect the impartiality and independence of the United Nations Secretariat and of the receiving office, and shall be precluded from seeking or accepting instructions regarding the services performed under the agreement from any Government or from any authority external to the Organization. They must refrain from any conduct that would adversely reflect on the United Nations or on the receiving office, and may not engage in any activity which is incompatible with the aims and objectives of the United Nations.

11.2 Gratis personnel shall exercise the utmost discretion in all matters relating to their functions. Unless otherwise authorized by the appropriate official in the receiving office, they may not communicate at any time to the media or to any institution, person, Government or other external authority any information that has not been made public, and which has become known to them by reason of their association with the United Nations or the receiving office. They may not use any

such information without the written authorization of the appropriate official, and such information may never be used for personal gain. These obligations shall continue after the end of their service with the United Nations.

Section 12

Accountability

12.1 Unsatisfactory performance, or failure to conform to the standards of conduct set out above, may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.

12.2 Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the donor, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

12.3 The donor will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by gratis personnel provided by the donor if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such gratis personnel.

Section 13

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury was caused by the actions or omissions of the gratis personnel in the performance of services to the United Nations under the agreement with the donor. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the gratis personnel provided by the donor, the donor shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Section 14

Agreement with the United Nations

14.1 The respective obligations of the United Nations, the donor and the gratis personnel will be clearly specified in a formal agreement between the United Nations and the donor. The individuals who are to serve as gratis personnel shall serve under the terms agreed upon by the United Nations and the donor, including full and direct remuneration of the gratis personnel by the donor. The agreement shall conform with the model agreement set out in the annex to the present instruction.

14.2 The essential duties and obligations that the United Nations will expect each individual brought in as gratis personnel to respect will be spelled out both in the agreement with the donor and in an individual undertaking signed by the gratis personnel. A model individual undertaking is set out in appendix II to the annex to the present instruction.

Section 15

Implementation of the present instruction

15.1 Heads of departments and offices shall be responsible for the proper application of the provisions of the present instruction. The Office of Human Resources Management shall monitor compliance with all the terms, conditions and requirements of the present instruction.

15.2 Heads of departments and offices shall submit to the Office of Human Resources Management, when requested, the information necessary for the preparation of reports requested by the General Assembly on gratis personnel.

Section 16
Final provisions

The present administrative instruction shall enter into force on 1 June 1999.

(Signed) Joseph E. Connor
Under-Secretary-General
for Management

Annex

Memorandum of agreement between the United Nations and [the Government of ...]^a for the contribution of personnel to the [name of department or office]

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

For gratis personnel accepted under section 2.1 (a) of the instruction:

Whereas under General Assembly resolution 51/243 the Secretary-General may accept type II gratis personnel, after approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time,

Whereas the United Nations requires expertise, not available within the Organization, to perform the specialized functions of ..., and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

For gratis personnel accepted under section 2.1 (b) of the instruction:

Whereas under General Assembly resolution 51/243, the Secretary-General may accept type II gratis personnel to provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates,

Whereas the United Nations Security Council, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Or:

Whereas the General Assembly, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

And the Government of ... (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Now therefore the United Nations and the Government (hereinafter "the Parties") have agreed as follows:

^a In the event an "other entity" provides personnel under the agreement, rather than a Government, the name of that entity would be used.

Article 1**Obligations of the Government**

1. The Government agrees to make available to the [department/office] for the duration and purposes of the present agreement the services of [expert personnel] (hereinafter "[nationality] personnel") listed in appendix I hereto. Changes and modifications to the appendix may be made with the agreement of the Parties.
2. The Government undertakes to pay all expenses in connection with the services of the ... personnel, including salaries, travel costs to and from the location where the ... personnel are based and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by ... personnel in accordance with their terms of service with the Government, but may not exceed leave entitlements of staff members. Accordingly, ... personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. ... personnel accepted for a period of more than six months and ... personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.
3. The Government undertakes to ensure that during the entire period of service under the present agreement, the ... personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death.

Article 2**Obligations of the United Nations**

1. The United Nations shall provide the ... personnel with office space, support staff, equipment and other resources necessary to carry out the tasks assigned to them at ... [recipient office].
2. Costs incurred by ... personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.
3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the personnel arising out of or related to the provision of services under the present agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article 1, paragraph 3, of the present agreement.

Article 3**Obligations of the ... personnel**

The Government agrees to the terms and obligations specified below and shall, as appropriate, ensure that the ... personnel performing services under the present agreement comply with those obligations:

- (a) The ... personnel shall perform their functions under the authority, and in full compliance with the instructions of [head of department or office], and any person acting on his or her behalf;
- (b) The ... personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present agreement from any Government or from any authority external to the United Nations;

(c) The ... personnel shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations;

(d) The ... personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the [department or office];

(e) The ... personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the [head of department or office], to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the written authorization of the [head of department or office], and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of the present agreement;

(f) The members of the ... personnel shall sign an undertaking in the form attached to the present agreement in appendix II.

Article 4

Legal status of the ... personnel

1. The ... personnel shall not be considered in any respect as being officials or staff of the United Nations.
2. While performing functions for the United Nations, the ... personnel shall be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Article 5

Accountability

1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.
2. Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.
3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by ... personnel provided by the Government if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such ... personnel.

Article 6

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the ... personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the ... personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Article 7
Consultation

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with the present agreement.

Article 8
Settlement of disputes

Any disputes, controversy or claim arising out of, or relating to, the present agreement shall be settled by negotiation or other mutually agreed mode of settlement.

Article 9
Entry into force, duration and termination

The present agreement shall enter into force upon ..., and shall remain in force for ..., unless terminated earlier by either Party upon one month's written notice to the other Party. The agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

Article 10
Amendment

The present 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.

In witness whereof, the respective representatives of the United Nations and the Government of ... have signed the present agreement.

DONE in [place of signature], this ... day of ... in the year ..., in two originals in the English language.

For the United Nations

For the Government of

[Head of department or office]

[Title]

Appendix I

List of ... personnel

[Name, functions and duration of functions for each individual]

Appendix II

Undertaking

I, the undersigned, as a member of the ... personnel made available by the Government of ... to the United Nations pursuant to the memorandum of agreement between the United Nations and the Government of ... for the contribution of personnel to the [department or office], hereby undertake to abide by the following:

(a) I understand that, as a member of the ... personnel, I shall not be considered in any respect as being an official or a staff member of the United Nations;

(b) I further understand that, while performing functions for the United Nations, I will be considered as an "expert on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;

(c) I shall perform my functions under the authority of, and in full compliance with the instructions of, the [head of department or office], or any person acting on his or her behalf;

(d) I shall respect the impartiality and independence of the United Nations and shall not seek nor accept instructions regarding my functions as a member of the ... personnel from any Government or from any authority external to the United Nations;

(e) I shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions;

(f) 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 [head of department or office] to the media or to any other institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the [head of department or office], and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment;

(g) I shall comply with all rules, regulations, procedures, instructions or directives issued by the United Nations and the [head of department or office].

Name printed in block letters

Signature

Date



United Nations Environment Programme

برنامج الأمم المتحدة للبيئة • 联合国环境规划署
PROGRAMME DES NATIONS UNIES POUR L'ENVIRONNEMENT • PROGRAMA DE LAS NACIONES UNIDAS PARA EL MEDIO AMBIENTE
ПРОГРАММА ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ОКРУЖАЮЩЕЙ СРЕДЕ

13 June 2006

POLICY AND PROCEDURES FOR GRATIS PERSONNEL

This policy on Gratis Personnel supersedes the previous UNEP policy of the same issued on 7 August 2000. The procedures for the recruitment of gratis personnel are attached in Annex 1.

1. Framework

In line with the General Assembly resolutions, regulations and rules of the United Nations*, Gratis Personnel can be engaged in UNEP only for specialized functions and for a limited and specified time period. Gratis Personnel are not to be used for regular Secretariat work and not to replace any unoccupied or unfunded posts and/or their functions.

Gratis personnel in UNEP can be engaged through three different arrangements (1) personnel engaged under trust fund agreements (Junior Professional Officers and Senior Programme Officers), (2) technical cooperation experts on non-reimbursable loans; and (3) interns.

2. Overall objective

The overall objective for engaging gratis personnel in UNEP is to enable the organisation to acquire the supplementary up-to-date academic knowledge and expertise required to fulfil its mandate and implement its programme of work. For the gratis personnel the organisation offers challenging learning, training and working opportunities in the UN system.

3. Definitions, terms and conditions

3.1. Types of gratis personnel

- **Junior and Senior Professional Officers (JPOs and SPOs)** are professional level staff financed by donor governments through trust fund arrangements, normally for a period of two to three years;
- **Non-reimbursable loan (NRL)** is defined as a loan of the services of an individual for technical-cooperation activities without any cost to the United Nations for his or her salary or remuneration, allowances, travel, medical, dental and life insurance or other benefits (ST/AI/231/Rev.1).
- An **intern** is a full-time, currently enrolled student who uses the internship as an opportunity to integrate classroom study with career-related development and professional experience.

The Staff Development and Training Unit of HRMS, UNON manages the programme for UNEP and is available for additional information. Extensive information can also be found in the Internship Handbook, with guidelines and obligations for interns and their supervisors and in the UNON intranet under the HRMS/ Staff Development and Training Unit. Hence, this policy does not touch upon further details on interns.

* ST/AI/1999/6, GA resolution 51/243, ST/AI/231/Rev.1

3.2. Donor agreement and financing

- JPO: Standard JPO agreement is required between UNEP and the donor which outlines the responsibilities with regard to administration, recruitment, terms of service etc. of JPOs sponsored by that donor. It also provides for establishment of a Trust Fund for the financing mechanism.
- SPO: No standard agreement. Trust Fund is required for the financing mechanism. Same trust fund can be used for several SPOs from the same donor.
- NRL: A standard agreement stipulated in ST/AI/231/Rev.1 is to be signed.

Additionally, for JPOs and SPOs, in accordance with UN Staff Rules and in line with the type of contract they have, other entitlements (home leave, assignment grant, rental subsidy, mobility and hardship allowance, education grant, medical insurance) may be applicable depending on the length of service, duty station and arrangements between the JPO/SPO and sponsoring government.

All the three arrangements attract programme support cost (PSC): The UN system-wide agreement for PSC with donors is 12% for gratis personnel trust funds. NRL arrangements incur PSC of 14% for which the Executive Director has the discretion to reduce or waive the full amount.

3.3. Terms of Reference (TOR)

In all cases the TOR should be of technical nature and focus on activities of specialised nature and for a specific time period. A standard request format should be used for developing the TOR (enclosed). For JPOs learning and training elements are a requirement but for SPOs and NRLs these are included as and when appropriate.

UNEP conducts an annual exercise of requesting for proposals for TOR for JPOs. For SPOs and NRLs the TORs are developed on a case by case basis.

3.4. Selection

For all types of Gratis Personnel, UNEP should be involved in the final selection process and have a minimum of two candidates to choose from. In cases where only one candidate is presented, the justification has to be provided to the Deputy Executive Director by the substantive office proposing the candidate.

3.5. Status

JPOs and SPOs have the status of international civil servants and are subject to the United Nations Staff Regulations and Rules, as set forth in their letters of appointment. As international civil servants, JPOs and SPOs are subject to the authority of the Secretary General of the United Nations and the Executive Director of UNEP. They shall not seek or accept any instructions concerning the performance of their duties from any government, including their own, or from any other authority outside of UNEP.

The salary levels and allowances are in accordance with the UN rules. The grading of each JPO/SPO is normally determined by the Human Resources Management Service (HRMS) of the United Nations Office Nairobi (UNON) using standard UN recruitment criteria and is subject to the approval of the donor. JPOs normally range from L-1 to L-2 and SPOs from L3 upwards.

NRL personnel have the relationship to the United Nations of individual contractors and are thus not staff members of the United Nations. The contractual relationship of such persons to the United Nations is established by a no-fee special service agreement.

3.6. Organisational arrangements

All Gratis Personnel are placed in the organization according to the job description and reporting lines agreed with the donor. The supervisory roles and functions for Gratis Personnel are determined on a case-to-case basis.

Period of employment

The period of employment is normally two to three years. With regard to JPOs, during recent years the cost-sharing arrangements for an additional one-to-two years on a fifty-fifty basis, have become more common.

4. Roles and responsibilities UNEP/UNON

4.1. Substantive Offices

The Substantive Offices are tasked to identify the need for and prepare a Gratis Personnel proposal. It is also their responsibility to actively participate in the selection of the candidate as well as managing the gratis staff according to good management practices. Furthermore, all Heads of Offices reporting to the DED are personally responsible for ensuring that the policy and procedures on Gratis Personnel are fully complied with.

4.2. Deputy Executive Director and HR Focal Point

The Deputy Executive Director is responsible for the overall Gratis Personnel Policy and programme for UNEP. DED makes the final decisions on the proposals, recruitment and contract extensions. The HR Focal Point of UNEP supports the DED in his/her functions.

4.3. UNON

UNON provides the necessary administrative support to the Gratis Personnel including recruitment, staff administration, financial management of the respective funding sources and arrangements and reporting.

5. Monitoring and reporting

The HR Focal Point will coordinate preparation of quarterly reports on all gratis personnel to the Deputy Executive Director and Senior Management.

No Gratis Personnel is to be engaged without prior approval by the Deputy Executive Director.

6. Review of policy

This policy will be reviewed and updated by the recommendation of the Deputy Executive Director in consultation with UNON/HRMS and the Senior Management Group of UNEP.

7. Procedures

The procedures established for implementing the policy are enclosed in Annex 1 and follow the establishment, monitoring and review process separately set therein.

Shafqat Kakakhel
Deputy Executive Director

13 June 2006

UNITED
NATIONS

ST

Secretariat

ST/AI/231/Rev.1
23 January 1991

ADMINISTRATIVE INSTRUCTION

To: Members of the staff

From: Under-Secretary-General for Administration and Management

Subject: NON-REIMBURSABLE LOANS OF PERSONNEL SERVICES
FROM SOURCES EXTERNAL TO THE UNITED NATIONS
COMMON SYSTEM

Introduction

1. The purpose of the present revised administrative instruction, which supersedes instruction ST/AI/231 of 12 January 1976, is to clarify the provisions relating to service-incurred illness, injury or death of persons serving the United Nations under non-reimbursable loans. The annex to the present instruction contains a model of the form of agreement to such loans, which should be drawn up between the donor and the recipient office.
2. The non-reimbursable loan of personnel from Governments or from other sources external to the United Nations common system is permissible, subject to the provisions of financial regulation 7.2, the present instruction and the policies and procedures of the Office of Human Resources Management.
3. A non-reimbursable loan is defined as a loan of the services of an individual without any cost to the United Nations for his or her salary or remuneration, allowances, medical, dental and life insurance or other benefits. However, in the event of death, injury or illness attributable to the performance of services on behalf of the United Nations while on travel status or while working at an office of or other location designated by the Organization, the United Nations will pay to the individual under a non-reimbursable loan, or to his or her beneficiaries, a compensation equivalent to the compensation that would be payable under Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1), to a staff member performing similar functions.

/...

Purposes for which non-reimbursable loans may be negotiated

4. Non-reimbursable loans normally may be negotiated for the acquisition of services required to assist in the execution of technical co-operation activities. Non-reimbursable loans may not be used in respect of secretariat-type posts or functions normally authorized under the regular programme budget.

5. Such loans normally may be negotiated only in respect of services at locations other than United Nations Headquarters or the United Nations Offices at Geneva and Vienna, excluding the United Nations Conference on Trade and Development (UNCTAD) and the Economic Commission for Europe (ECE).

Legal status and obligations of persons serving on non-reimbursable loan

6. Persons whose services are accepted on a non-reimbursable loan have the relationship to the United Nations of independent contractors and are thus not staff members of the United Nations. The contractual relationship of such persons to the United Nations is established by a special service agreement. Their relationship is therefore subject solely to the terms of that agreement and not to the United Nations Staff Regulations or Rules. For the purpose of the Convention on Privileges and Immunities of the United Nations, such persons are experts on mission and, as such, are entitled to those privileges and immunities defined in article VI, sections 22 and 23, of that Convention. If required by the United Nations to travel, they may receive a United Nations travel certificate.

7. During the performance of their services with the United Nations, persons on non-reimbursable loans shall neither seek nor accept instructions from any Government or any other authority external to the United Nations. They shall not engage in any activity that is incompatible with the proper discharge of their terms of reference. They are required to exercise the utmost discretion in all official business and may not communicate to any other person, Government or authority information known to them by reason of their work with the United Nations that has not been made public, except in the course of their duties or by authorization of the Assistant Secretary-General for Human Resources Management or his delegated designate. Nor shall they at any time use such information to private advantage. These obligations do not cease upon completion of their service under the agreement with the United Nations.

Title rights

8. The title rights, copyright rights and all other rights whatsoever in any material produced under the provisions of the special service agreement between the United Nations and the person serving on a non-reimbursable loan basis shall be vested exclusively in the United Nations.

Requisites for acceptance of services on a non-reimbursable basis

9. The requisites for acceptance of services on a non-reimbursable basis include:

/...

(a) A request addressed to the Controller and the Assistant Secretary-General for Human Resources Management by the Chief of Administration of the United Nations office concerned, specifying the services to be performed, accompanied by a job description listing the duties and functions and duration of the loan;

(b) A communication from the donor agreeing:

(i) To provide the services requested under subparagraph (a) above, free of all costs to the United Nations;

(ii) To pay 14 per cent of the value of the services to the credit of the United Nations overhead account;

(c) Certification by the requesting officer that the proposal does not directly or indirectly involve additional financial liability for the Organization;

(d) Approval of the proposal by the Controller;

(e) Approval of the candidate or candidates by the Office of Human Resources Management in accordance with the established policies and procedures of that Office;

(f) Acceptance of the candidates by any Governments or authorities to which they may be assigned during the period of the non-reimbursable loan.

Requisites (a) and (b) shall be set out in the agreement signed between the United Nations and the donor.

Duration of service and termination of agreements

10. Non-reimbursable loans are normally for a period not exceeding three years. In exceptional circumstances, the Controller and the Assistant Secretary-General for Human Resources Management may authorize extensions up to a maximum of five years' total service. A non-reimbursable loan may be terminated at any date prior to its scheduled expiration at the request of the person serving on loan, the donor or the United Nations. The donor shall be responsible for any additional costs that may result from such termination.

Costs arising from a non-reimbursable loan other than those relating to the services performed and the overhead contribution of 14 per cent

11. The estimated cost of non-reimbursable loans shall be provided by the donor, and a contribution of 14 per cent of the cost shall be deposited by the donor to the credit of the United Nations to cover servicing and administrative costs, since financial regulation 7.2 requires that any voluntary contributions, whether or not in cash, which

/...

directly or indirectly involve additional financial liability for the Organization shall require the consent of the appropriate authority (the General Assembly). Any additional specific costs arising from a non-reimbursable loan, such as travel and subsistence or the rental or purchase of equipment, must either be borne by the donor or must have already been provided for either in the regular budget or in extrabudgetary funds, so that no additional costs to the Organization will arise within the meaning of the cited financial regulation.

Evaluation

12. A written evaluation of services performed by persons on a non-reimbursable loan will be made by the responsible United Nations office and transmitted, on request, to the donor, with a copy to the Office of Human Resources Management.

Annex

MEMORANDUM OF AGREEMENT

Memorandum of agreement made on (___ date ___) between the United Nations, represented by (name of the recipient office) (hereinafter called the recipient office), and (name of the donor) (hereinafter called the donor).

Whereas the donor is willing to loan to the recipient office the services of an expert on a non-reimbursable basis, in connection with the work to be undertaken by the recipient office in connection with (title of the work-programme).

Whereas the recipient office is willing to accept the services of such an expert on a non-reimbursable loan basis.

Now, therefore, the parties hereby agree as follows:

1. The donor shall loan to the recipient office, on a non-reimbursable basis, an expert to perform the functions specified in the attached terms of reference for a period of (insert period), subject to extension with the concurrence of the United Nations, the donor and the expert.

Accordingly, the donor undertakes to pay all expenses in connection with the assignment of the expert including his/her salary, daily subsistence allowances, medical and life insurance coverage, travel from and return to (name of town and country) upon completion of the assignment, and also the cost of any travel and other related expenses incurred on official business for the United Nations.

2. The United Nations shall, however, be responsible, in the event of death, injury or illness attributable to the performance of services on behalf of the United Nations while on travel status or while working at an office of or other location designated by the Organization, for payment to the individual under a non-reimbursable loan, or to his or her beneficiaries, of a compensation equivalent to the compensation which would be payable under Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1), to a staff member performing similar functions.

3. The donor shall be responsible for any claim brought by third parties for damages, injury or death as a result of any act or omission by the expert, during the performance of duties on behalf of the United Nations.

4. The recipient office shall not be responsible for any expenses in relation to the loan of the expert by the donor, except the provision of office and other facilities necessary for the performance of the services required.

5. The donor shall pay to the recipient office a sum equivalent to 14 per cent of the total value of the services of the expert as administrative expenses.

/...

6. The expert shall be engaged on the basis of a special service agreement signed by the expert, a copy of which shall be attached to this agreement.

7. Should the non-reimbursable loan be terminated before its scheduled expiration at the request of the expert, the donor or the United Nations, the donor shall be responsible for any additional costs which may result from such termination.

8. While the expert is on loan to the recipient office, he/she shall be considered as an independent contractor and he/she shall not be a staff member of the United Nations. His/her rights against the United Nations shall be determined by the provisions of the special service agreement referred to in paragraph 6 above.

9. For the purpose of privileges and immunities, the expert shall be considered as having, under article VI, sections 22 and 23, as well as of article VII, section 26, of the Convention on the Privileges and Immunities of the United Nations, the legal status of an expert performing missions for the United Nations.

10. Nothing in or relating to the agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations.

11. Any controversy or dispute arising out of this agreement shall be settled by negotiation between the Parties. In case the controversy or dispute is not resolved by negotiation, either Party shall have the option to request the appointment of an arbitrator by the President of the International Court of Justice. The procedure of the arbitration shall be fixed, in consultation with the Parties, by the arbitrator. The arbitral award shall contain a statement of the reasons on which it is based. The Parties agree to accept the arbitral award as the final adjudication of the controversy or dispute. The expenses of the arbitration shall be borne equally by the Parties to this agreement.

12. The agreement shall become effective on the date of signature below.

For the United Nations

For (name of the donor)

By:

By:

(name of the recipient office)

Title:

Title: _____

Dated this _____ day of _____ 19____