## UNEP submission to the co-chairs of the Ramsar Ad Hoc Working Group on Administrative Reform

## **Operational implications of a possible change in institutional host**

Answers to the questions posed in annex I attached to the letter of the co-chairs of the Ad Hoc Working Group on Administrative Reform to Mr. Achim Steiner, dated 2 April 2009

## A. Deliverables and timetable

This section does not require a response.

## B. General

B.1. <u>How, in the opinion of UNEP, might a change in institutional host change the</u> <u>image, visibility and recognition of the Convention and enhance the recognition</u> <u>of wetlands as important assets for conservation and sustainable development,</u> <u>including the role of wetlands in biodiversity conservation, climate change</u> <u>mitigation and adaptation, desertification control, food security, human health,</u> <u>tourism, poverty reduction and other economic and social activities.</u>

B.1.1. Institutional integration into UNEP, and therefore the United Nations system, would have various positive effects for the image, visibility and recognition of the Convention and for wetlands as vital assets for conservation and sustainable development.

B.1.2. The Convention is among the most important and long-standing multilateral environmental agreements, with many Parties, and covering a large area of wetlands. It has become an indispensable and integral part of the widening web of major global and regional multilateral environmental agreements that regulate the protection, conservation and sustainable use of natural resources. The Convention is currently the only multilateral environmental agreement that remains outside the United Nations network.

B.1.3. Since wetlands are a key issue in the international environmental arena, it is imperative for the Convention to be recognized as an equal partner and play a central role in the conservation and sustainable use of natural resources. Incorporation of the Convention into the UNEP institutional framework would further support the Convention in realizing its aims and objectives. Integration would enable it to benefit from the positive reputation of the universally respected United Nations and UNEP and from the expertise of UNEP substantive divisions, in particular, the Division of Environmental Law and Conventions. Its regional implementation would be further enhanced through the UNEP regional offices; their strategic presence could act as an infrastructure for the regional implementation of the Convention, promoting collaboration and partnerships with organizations active in sustainable development in each region. Recently, each UNEP regional office was expanded with one or two staff members that act as focal points for the conventions relating to biodiversity and chemicals; these officers would be well placed to provide services to the Ramsar Secretariat also.

B.1.4. Such integration could also strengthen the Convention's outreach and visibility among international institutions and States, raising the profile and thus potentially the political standing and importance attached to it and its Secretariat by Governments. Integration into the United

Nations system would also ensure participation in and attendance of United Nations-based negotiations, as appropriate, because status as a United Nations multilateral environmental agreement automatically facilitates access to international meetings and conferences.

B.1.5. In addition to raising visibility at the international institutional level, the Convention's visibility among the general public would also be enhanced by becoming part of the United Nations system. A decision taken by the Conference of the Contracting Parties to the Convention to appoint UNEP to carry out secretariat functions could draw media attention to the Convention and the issue of wetlands in both the short and long term. This might also foster further public interest in the importance of wetlands and their correlation to many other environmental issues, such as climate change, which are clearly and closely linked to United Nations activities and to the Convention itself. Integration of the Convention into the United Nations system would also automatically create a closer link to the biodiversity-related conventions, most of which already fall under the UNEP umbrella and thus benefit from United Nations status, such as the Convention on Biological Diversity, the Convention on Migratory Species and its agreements and the Convention on International Trade in Endangered Species of Wild Fauna and Flora. Becoming a multilateral environmental agreement secretariat under UNEP would improve, facilitate and institutionalize cooperation and bring about synergies and interlinkages with other such agreements.

B.1.6. The integration of the Convention into UNEP and the United Nations framework would contribute to a more coherent system of international environmental governance to solve emerging environmental problems of global significance. Recently, consultations have begun on international environmental governance in the framework of the consultative group of ministers or high-level representatives on international environmental governance, established by the UNEP Governing Council at its twenty-fifth session, in February 2009, by decision 25/4. It is highly likely that Governments will review the structure of multilateral environmental agreement governance while maintaining the agreements' legal autonomy, including further coordination and collaboration among them, harmonization of funding, clustering, synergies, monitoring and evaluation. This work has already begun under the chemicals and wastes-related conventions in the context of the synergies process and it is envisaged, based on indications from Parties, that a similar process could also be envisaged for the biodiversity-related conventions depending on the outcome and success of the chemicals process.

B.1.7. The benefits of cooperation between conventions and international organizations with related or overlapping missions have been widely recognized for improving their effectiveness and streamlining them, among other things. Likewise, cooperation is of utmost importance for enhancing the visibility and recognition of wetlands and the Convention. By pointing out the importance of wetlands and the interrelation with other environmental issues, the Convention could, through an institutional link, also benefit from the greater public awareness generally attributed to those issues – and vice versa. Enhanced awareness would inevitably improve public knowledge and understanding with regard to wetlands' importance and crucial role for environmental protection.

B.1.8. Thus far, the Ramsar Secretariat has forged synergies with other environment-related instruments, for example, by signing memorandums of cooperation and developing and implementing joint workplans. The Secretariat also participates in convention coordination meetings organized by UNEP and in the Environmental Management Group, for which UNEP hosts the secretariat in Geneva. The Secretariat takes part in the United Nations mechanism for inter-agency coordination on water resources and the Environmental Working Group chaired by UNEP. As regards biodiversity conservation, it participates in the work of the joint liaison group of the United Nations Framework Convention on Climate Change, the Convention on Biological Diversity and the Convention to Combat Desertification. The Convention is also a full member

of the Biodiversity Liaison Group, which comprises the Convention on Biological Diversity, the Convention on International Trade in Endangered Species of Wild Fauna and Flora, the Convention on Migratory Species and the World Heritage Convention.

B.1.9. In addition to these important forums and areas of cooperation, becoming a multilateral environmental agreement under UNEP would facilitate closer cooperation with UNEP and strengthen the Convention's integration into global environmental governance structures and processes. This would also facilitate information-building and exchange between the Convention, UNEP and other agreements and foster harmonization, for example, with regard to reporting requirements. To complement these general improvements in cooperation, specific action such as joint conservation activities and joint capacity-building could be better coordinated under the auspices of UNEP.

B.1.10. Enhanced cooperation between related conventions could also promote complementarity and mitigate the problem of institutional and legal fragmentation in international environmental law. Better collaboration could contribute to preventing conflicts of norms and duplication of work.

B.1.11. Integration into UNEP could also facilitate closer and more effective cooperation with other, non-UNEP, United Nations conventions. The secretariats of the United Nations Framework Convention on Climate Change (and its Kyoto Protocol) and the Convention to Combat Desertification are institutionally linked to the United Nations, especially through administrative and support arrangements, while not being fully integrated into the work programme and management structure of any particular department or programme.

B.1.12. The Ramsar Strategic Plan 2009–2015 aims, among other things, to contribute to a common understanding at the global, national and subnational levels of the Convention's purposes and principles. It would also be easier to recognize the Convention's role as envisaged in the Strategic Plan, since incorporation into the UNEP institutional framework would undoubtedly raise its global, regional and national profile and its unique features and could promote its usefulness and its mechanisms as a possible means of implementation to meet the goals and targets of other global conventions and processes.

B.1.13. UNEP established in 2008 a regular consultative process between UNEP and the executive heads of the multilateral environmental agreements administered by UNEP, in the form of a management team comprising the Executive Director and the executive heads. The mechanism aims to enhance administration, communication and cohesion in tackling substantive issues of common interest, while recognizing the relevant governing bodies' authority and autonomy. The Ramsar Secretary-General would be invited to join this process and to participate in the annual executive retreat hosted by the Executive Director for the UNEP senior management team and the multilateral environmental agreement management team. B.1.14. The Convention would benefit from the distinct roles that UNEP plays separate from the multilateral environmental agreements while furthering their causes. UNEP concentrates on issue-specific areas and the importance of identifying synergies and linkages between various multilateral environmental agreements, so as to facilitate greater coherence and collaboration with a view to achieving greater effectiveness in dealing with environmental issues. The Ramsar Strategic Plan 2009–2015 identifies that synergies and partnerships with other multilateral environmental agreements are an important requirement, including harmonized information management and reporting systems. The Strategic Plan fully complements the UNEP medium-term strategy 2010–2013 adopted by the Governing Council at its tenth special session, in February 2008.

B.1.15. UNEP, with its broad environmental mandate, takes up the full range of environmental issues and development concerns in an integrated manner. Its global mandate for environmental action enables the organization to work with and in countries on normative frameworks and provide related capacity-building and technology support. UNEP possesses excellent and up-to-date scientific expertise and adopts a science-based approach, which is strongly underpinned by a wide network of scientific institutions and collaborating centres. In addition, it has strong convening powers and proven ability to catalyse multi-stakeholder processes, including with the private sector and civil society.

B.1.16. As the environment programme of the United Nations, UNEP has a central role in the United Nations system in dealing with the environment and achieving coherence, through:

- (a) Its membership of the Chief Executives Board;
- (b) Its membership of the United Nations Development Group;
- (c) Chairing the Environmental Management Group and hosting its secretariat;
- (d) Participating in the International Strategy for Disaster Reduction and the Inter-agency Standing Committee;
- (e) Provision of the Scientific and Technical Advisory Panel Secretariat, an advisory body to the Global Environment Facility;
- (f) Supporting United Nations country teams in the common country programming and implementation processes;
- (g) Partnering with United Nations agencies and international institutions on priority issues, such as with the United Nations Development Programme in the Poverty and Environment Facility.

In all these roles and mandates UNEP could, as appropriate, represent the Convention and advocate for its mandate and needs.

B.1.17. In conclusion, by becoming a multilateral environmental agreement secretariat under UNEP, the Ramsar Secretariat would enhance the Convention's image, visibility and recognition; strengthen the ties and links with other such agreements; and increase the recognition of wetlands as important assets for conservation and sustainable development. The role of wetlands as related to biodiversity conservation, climate change mitigation and adaptation, desertification control, food security, human health, tourism, poverty reduction and other economic and social activities would be further acknowledged and the Convention's profile, nationally and internationally, would be raised.

B.2. <u>a) How, in the opinion of UNEP, might a change in institutional host enhance</u> the overall implementation of the Convention?

B.2a.1. Multilateral environmental agreement secretariats are increasingly involved in the implementation of the regimes established by their conventions, in particular by providing advice and guidance on implementation and through compliance assessment, reporting and monitoring schemes. Treaty implementation and enforcement are at the core of multilateral environmental agreements' effectiveness and are among the most critical issues of international environmental law.

B.2a.2. Incorporation into the UNEP institutional framework could facilitate implementation of the Convention and therefore contribute to its effectiveness. The Convention would benefit from the vast UNEP expertise with regard to treaty implementation and enforcement. It would profit

from the long-standing experience and knowledge that UNEP has gained in relation to implementation and the mechanisms developed in this regard.

B.2a.3. As part of its mandate, UNEP provides assistance to parties and secretariats on effective compliance with, enforcement and implementation of conventions at the global, regional and national levels. UNEP develops and prepares, among other things, relevant technical, legal and policy papers, guidelines and handbooks for effective enforcement and implementation. The Ramsar Secretariat would benefit from this expertise and the UNEP institutionalized framework for implementation. This might also promote the Convention's further development and effective implementation through structured and systematic global environmental governance, as described above under B.1.

B.2a.4. In addition, the improved standing, visibility and impact on international policymaking and dialogue as part of the United Nations system could increase the Ramsar Secretariat's ability to affect national implementation processes and discourse. Enhanced cooperation in the framework of UNEP with other agreements, such as the Convention on Biological Diversity, might also foster the coherent implementation of common issues under various agreements and promote synergies in implementation. This could help in mitigating the problem of fragmentation in implementation and prevent duplication of work. Furthermore, UNEP is undertaking efforts to harmonize national reporting under various agreements and thereby reduce the national reporting burden and improve national implementation. Ramsar could participate more actively in this, which would be beneficial for the coherent and synergetic implementation of the Convention and other biodiversity-related agreements.<sup>1</sup>

B.2a.5. UNEP is of the opinion that in such a scenario the overall implementation of the Convention would improve significantly, in particular referring to the key issues for the Convention's future, as set down in the Strategic Plan.

B.2a.6. If the Convention were part of the United Nations system, it is likely that its implementation at the national level would be facilitated, since designated Ramsar authorities in national Governments would have easier access to personnel in other government sectors to make them aware of national commitments to and rationales for wetland conservation and wise use thus facilitating national coordination, especially as the conventions would be on a more equal footing.

B.2a.7. UNEP work includes an advocacy role in addition to providing a forum for deliberation on wider issues, such as the need to shift national environmental governance from sectoral, demand-driven approaches to an ecosystem-based approach to policy and decision-making that affects the wise use of wetlands and the maintenance of their ecological character, taking into account the best available scientific and technical expertise.

B.2a.8. In the UNEP medium-term strategy 2010–2013, Governments agreed that UNEP would focus in coming years on six priority areas, including environmental governance, climate change and ecosystem management, which are all of utmost relevance to wetlands. The focus of attention on these areas will ensure that Convention issues will be adequately taken up in a broader framework of related issues, such as the important roles of wetlands in climate change mitigation and adaptation activities. UNEP is perfectly placed in the United Nations system to tackle the underlying problem that economic development and consequent land-use change are often accorded higher priority than ecosystem maintenance, notwithstanding that these are

<sup>1</sup> This includes the Tematea project, www.tematea.org; better involvement in the UNEP knowledge management programme currently executed by the UNEP World Conservation Monitoring Centre, www.inforMEA.org; and the imminent establishment of a UNEP knowledge management office in Geneva intended to strengthen cooperation between multilateral environment agreements.

closely interlinked. The UNEP green economy initiative is tackling this comprehensively by mobilizing and refocusing the global economy towards investments in clean technologies and natural infrastructure, including wetlands. Under the governance priority area, UNEP will intensify its coordination and cooperation with multilateral environmental agreements and support for collaboration between them for their effective implementation, while continuing to respect the mandate of each entity, in addition to partnering with the governing bodies and secretariats of other intergovernmental processes to enhance mutually supportive regimes between the environment and other related fields.

## b) How might it reinforce scientific and technical capability?

B.2b.1. If the Convention were to join the UNEP family, the Secretariat's scientific and technical capability would be boosted, as the Convention would benefit from the internationally recognized technical and scientific expertise of UNEP. The organization has recognized the value of collaborating with acclaimed centres of excellence worldwide and has established an extensive network of specialists, scientists and centres. It provides technical and analytical support and assistance and improves the knowledge base by, among other things, sharing best practices. It also aims at developing and strengthening environmental data and knowledge management and assessment at the national, subregional and regional levels to provide a sound basis for environmental governance. This contributes to systematic and efficient science-based decision-making at all levels. Moreover, the Executive Director on occasion deploys UNEP staff to secretariats when there is a temporary need for assistance or specific expertise.

B.2b.2. Integration into UNEP could therefore foster data collection, storage and analysis and might facilitate scientific assessment, technical support and capacity-building. With regard to climate change, drawing on UNEP strengths as a science-based organization could make better and more relevant scientific information directly available. UNEP facilitates, among other things, the development of better climate data and improved scientific methods and assessment tools for determining possible impacts, vulnerabilities and adaptation needs related to long-term climate change and short-term increased variability. For example, UNEP, with the World Meteorological Organization, established the Intergovernmental Panel on Climate Change, the leading body for the assessment of climate change. It provides the world with a clear scientific view on the current state of climate change and its potential environmental, social and economic consequences.

B.2b.3. Being under the UNEP umbrella might also facilitate the exchange of scientific and technical knowledge and data between relevant bodies, including improving the inter-accessibility of available web-based data. The Ramsar Scientific and Technical Review Panel has already increased its communication and cooperation with the subsidiary scientific bodies of other agreements such as the Subsidiary Body for Scientific, Technical and Technological Advice under the Convention on Biological Diversity. Such cooperation and communication could therefore be intensified by closer and institutionalized cooperation, which could also prevent data discrepancies and duplication of work.

B.2b.4. UNEP is convinced that, if the Convention were to become a multilateral environmental agreement under its auspices, enhanced synergies and cooperation with other biodiversity-related agreements would be one of the major advantages. That the Convention already works with the Convention on Biological Diversity through a joint workplan, including collaboration on actions to fill gaps in international regulations relating to invasive alien species, and acts as the lead implementation partner for wetlands, signifies that great opportunities exist for closer collaboration in the scientific and technical areas. It should be noted that, in addition to scientific and technical capabilities, UNEP possesses expertise related to biodiversity

conservation, climate change mitigation and adaptation, desertification, food security, human health, tourism, poverty reduction and green economics, to name but a few.

## C. Legal personality

C.1. <u>How, in the opinion of UNEP, might the international legal personality of the</u> <u>Ramsar Convention Secretariat change, if at all, particularly its status in relation</u> <u>to the other MEAs, and its ability to collaborate with MEAs, IOPs (Birdlife</u> <u>International, International Water Management Institute (IWMI), IUCN- The</u> <u>IUCN, Wetlands International), other UN agencies, donor community and the</u> <u>business sector?</u>

C.1.1. The Secretariat's international legal personality would be similar to that of the secretariats of other multilateral environmental agreements. The Secretariat itself would have no decision-making powers and would remain directed by the Conference of the Contracting Parties; it would not have an international legal personality but would derive its legal status from UNEP. The Secretariat's activities would be directed by the Conference and the Executive Director would provide the secretariat, guided by the relevant United Nations rules and regulations.

C.1.2. The Secretariat's powers, functions, rights and duties and legal personality at the international and national levels would be determined by the terms of the Ramsar treaty, the decisions of the Conference of Parties, the delegation of powers by the Executive Director to the Ramsar Executive Secretary and the relevant principles of international treaty law and international institutional law. All UNEP multilateral environmental agreements have, through the heads of the convention secretariats, adequate delegation of authority from the Executive Director in administrative and financial matters for the Secretariat to enter into contractual relationships and sign legal instruments such as memorandums of understanding for their operational functions, for example. The Executive Director will, however, sign agreements related to institutional matters, such as host agreements.

C.1.3. UNEP does not foresee any impediments to the Ramsar Secretariat's ability to collaborate with multilateral environmental agreements, international organization partners, other United Nations agencies, the donor community and the business sector. On the contrary, it is likely that improvements would take place, since the Ramsar Secretariat's legal personality and legal status and its place among international environmental treaty regimes would be harmonized with other agreements and thus become clearer. It would enhance its standing as an equal member of the global network of agreements dealing with the conservation and sustainable use of natural resources and enable it to collaborate closely and effectively with Governments, the United Nations and its agencies and bodies, other institutions, partners, the donor community and the business sector in the implementation of the Convention.

C.2. <u>How, in the opinion of UNEP, would the ability of the Convention to be</u> <u>involved in and be represented at relevant international meetings be affected, if</u> <u>at all, as a result of the move to the UN system?</u>

C.2.1. The Convention's ability to be represented at and involved in relevant international and intergovernmental meetings would be expected to improve considerably after joining the UNEP family of treaties. In short, the Ramsar Secretariat would be treated like other United Nations and UNEP conventions or bodies, which would likely have a positive effect on many practical issues; its status would no longer be linked to the hybrid organizational format of IUCN.

C.2.2. As part of the United Nations system, visas for Secretariat staff members on official travel would be more easily obtained, in line with established international practices. All staff would

be treated equally, irrespective of nationality. Staff, including support staff, would be eligible to receive a United Nations laissez-passer in accordance with article VII of the Convention on the Privileges and Immunities of the United Nations (1946), which is recognized by most embassies and consulates. United Nations laissez-passer would further facilitate travel as in many countries visa requirements are waived for holders and, if not, issuing authorities will treat these United Nations passports with the urgency that they merit. As is usual with diplomatic passports, no visa fees are charged. The United Nations has a special section dealing with all protocol issues, including the issuance of passports and processing of visas. Accordingly, participants in Ramsar meetings would be able to obtain visas to attend more easily, irrespective of the locations in which these meetings may take place.

C.2.3. The recognition of Ramsar Secretariat staff at major international meetings would be improved. Credentials would pose no problems and the Secretariat would be able to represent the Convention at international meetings, including at major intergovernmental United Nations meetings such as sessions of the General Assembly, the Commission on Sustainable Development and the Economic and Social Council. Incidental requests for recognition would no longer be required.

C.2.4. Some intergovernmental meetings distinguish between State and non-State participants; other forums have categories such as States, United Nations organizations, intergovernmental organizations and non-governmental organizations. This could have consequences for the manner of participation as observers: for example, under the rules of procedure of the Conference of the Parties to the Convention on Biological Diversity,<sup>2</sup> United Nations organizations receive notifications and may automatically participate as observers, while bodies qualified in fields relating to the conservation and sustainable use of biological diversity (such as Ramsar) may only participate in matters of direct concern to the body or agency. This latter category need to inform the organizing Secretariat of their wish to attend and, although it is unlikely to happen in practice, it should be pointed out that they may not be permitted to participate as observers if one third of the Parties present at the meeting were to object. In other cases there is little practical difference in representation possibilities. For example, at UNEP Governing Council sessions, UNEP does not distinguish between United Nations conventions and Ramsar. There is, however, no general rule and requests are mostly looked upon on a case-by-case basis. If the Convention were to become a UNEP multilateral environmental agreement, incidental requests for facilitation of participation would no longer be required.

C.2.5. The change in status would not only pertain to participation and notification of meetings, but also to preparatory meetings of large United Nations gatherings, which would become accessible to Ramsar staff, including related correspondence.

C.2.6. There have been some instances in which intergovernmental meetings held under the auspices of the United Nations have allowed United Nations organizations and specialized agencies to participate in the deliberations of meetings of subsidiary organs or working groups, friends of the chair groups, etc., including closed meetings; in such cases the Ramsar Secretariat's current status might not be instantly recognizable.

C.2.7. It is established practice that United Nations organizations, including multilateral environmental agreements, take priority in the order of speakers at United Nations meetings over other intergovernmental organizations or non-governmental organizations. The same is true for seating arrangements in conference rooms.

<sup>2</sup> Similar rules exist under the Convention on Migratory Species and the Convention on International Trade in Endangered Species of Wild Fauna and Flora.

C.2.8. The rank and status of the head of the Ramsar Secretariat would be more readily recognized and acknowledged as comparable to the heads of other UNEP agreements, which could result in more invitations to appear as a speaker or panellist, for example. Access to areas restricted to very important persons might be facilitated. It would also contribute to improving visibility and influence.

C.3. <u>How might this affect the ability of the Secretariat to make binding contracts</u> with third parties and make international agreements? How would this affect the ability of the Secretariat to enter into partnerships with the business sector, and the status and role of the existing Ramsar International Organization Partners (IOPs)? How else might international hosting by the UNEP affect the current decision-making processes of the Secretariat and Convention?

C.3.1. The Ramsar Secretariat would be in a position to enter into legal agreements with third parties using the UNEP standard legal instruments: letter of intent, letter of agreement, memorandum of understanding, small-scale funding agreement and internal cooperation agreement. The head of the Ramsar Secretariat would have authority delegated from the Executive Director to sign such agreements. Any delegation would be accepted in writing and would be accompanied by an accountability framework against which the Executive Director could hold the head of the Ramsar Secretariat accountable.

C.3.2. Concerning project cooperation agreements, which are used for project implementation with partners for amounts of \$200,000 and above, the additional signature of the Chief of the Corporate Services Section would be necessary in view of the significant financial commitment. For any other legal agreements, the legal clearance of the Division of Environmental Law and Conventions and the Quality Assurance Section would be required for quality control purposes.

C.3.3. Concerning relations with the private sector, UNEP has recognized the importance of the involvement of the business community in pursuit of its goals. It has developed partnerships on policy dialogues and benefited from their fund-raising and technical expertise.

C.3.4. The UNEP principles for partnerships with the private sector entitled "Guidelines on Cooperation between the United Nations Environment Programme and Business" are outlined in the document approved by the Governing Council at its twenty-third session (UNEP/GC.23/INF/5, attached as annex I to the present report). They tally with the Ramsar principles for partnerships between the Convention and the business sector (resolution X.12). The UNEP guidelines build upon those on cooperation between the United Nations and the business community issued by the Secretary-General in 2000. They clarify the important role played by the private sector and how the United Nations can take advantage of that role in a streamlined mechanism. These guidelines are attached as annex II to the present report.

C.3.5. Partnership with the private sector should be in full compliance with the Convention, United Nations and UNEP objectives. Partners' use of the United Nations and UNEP logos should follow the organizations' guidelines, meaning that the Ramsar Secretariat would need to consult UNEP on potential partnerships to avoid any problems. UNEP experience in dealing with the private sector would assist the Ramsar Secretariat and the Standing Committee Management Working Group better to assess each partnership with the private sector in line with article 11 of resolution X.12.

C.3.6. The Conference of the Contracting Parties would continue to be the supreme body for taking all decisions necessary to enable the Convention's effective implementation, while not contradicting the UNEP mandate. Any decision to have the Convention Secretariat provided by the Executive Director would imply full adherence to United Nations rules, regulations and

procedures within the definition of administrative services and others as may be determined by the Parties. The Executive Director would be responsible to the Conference for all matters related to the Secretariat's administration, including financial management.

# C.4. <u>What liability for Ramsar activities would UNEP assume and how would this be</u> <u>managed?</u>

C.4.1. The Executive Director has the overall responsibility and accountability to carry out the functions of the secretariats of the UNEP multilateral environmental agreements. The staff of the Secretariat would be legally considered as UNEP staff holding UNEP contracts, bound by United Nations conditions of service and under the Executive Director's overall supervision and responsibility.

C.4.2. UNEP would have the overall mandate to ensure that the financial transactions of the UNEP-managed convention trust funds were carried out in line with the Financial Regulations and Rules of the United Nations and would therefore be liable for transactions involved in implementing the activities decided by the Conference of the Contracting Parties to the Convention. The head of the Convention would report to the Executive Director on all matters related to the Secretariat's functioning.

C.5. Would, in the opinion of UNEP, the Secretariat and Contracting Parties to the Convention have greater access to funds, to funds that would otherwise not be available ,or more difficult to access, if the Secretariat remained outside the UN system?

C.5.1. Sources of funding exclusively earmarked for United Nations organizations that can be accessed by a UNEP secretariat include the United Nations Development Account, the United Nations Fund for International Partnerships and the Millennium Development Goal Fund. It is difficult to assess the impact of such potential funding for the Convention, but UNEP and its agreements benefit from such funds that contribute to the objectives of the biodiversity-related conventions in particular.

C.5.2. The UNEP Division of Global Environment Facility Coordination could assist, provide technical expertise and support Parties to the Convention in submitting and processing their country-level project proposals for the implementation of the Convention's objectives, including implementing or executing their Global Environment Facility-funded projects in partnership with relevant UNEP divisions when funds become available.

C.5.3. The Convention could also benefit from funds managed by the Division of Environment Law and Conventions and in particular from the partnership agreements for the implementation of various agreements negotiated by UNEP on a yearly basis with major donors. The Division has benefited from funds for environmental governance and ecosystem management activities, which have been allocated for the benefit of the UNEP biodiversity-related conventions. UNEP has involved the agreement secretariats closely when negotiating major agreements with donors such as the European Commission.

C.5.4. The UNEP Resource Mobilization Section has the mandate to identify potential donors, which could benefit the Convention. UNEP has also provided direct funding or in kind contributions to support major media events to benefit the multilateral environmental agreements, such as the fortnightly MEA Bulletin or the Earth Negotiations Bulletin, which is produced during major multilateral environmental agreement events.

In October 2008, Mr. Christian Marx of UNEP prepared estimates of staff and other administrative costs that Ramsar would bear on an ongoing basis if it were institutionally hosted by UNEP. The report requested needs to further develop these estimates, with the benefit of additional information from Ramsar. Specifically, the following needs to be addressed:

D.1. Positions (including UN grading and cost) that would be required to continue the current level of service offered by the Secretariat to the Contracting Parties, with clear indication of which positions would be considered international professional positions and which could be local hires.

D.1. The Ramsar Secretariat provided information on its staff's current functional responsibilities. The United Nations Office at Nairobi and UNEP assessed the information provided and concluded that, of 15 positions, 11 were at the Professional level and 4 at the General Service level (annex III to the present report shows the grading and the corresponding costs for the Geneva and Nairobi duty stations). General Service positions have local status, whereas Professional positions have international status. This assessment included Ramsar interns, whose functions are comparable with Junior Professional Officer positions supporting the senior officers in the regions. These are typically positions for which funding under the Junior Professional Officer scheme could be sought from interested donors.

D.2. Positions that might be considered not necessary for continuation under UNEP because these services might be otherwise provided by UNEP, the cost of which would be covered by the 13% PSC.

D.2.1. The need to maintain all positions in Ramsar would have to be assessed and would require a closer examination of the Ramsar work programme for substantive questions. A limited consolidation of administrative functions may be possible, but the Convention would need to maintain a core administrative capacity to articulate and coordinate administrative support for the Convention's operations.

D.2.2. Subject to the Executive Director's approval, the post of Finance Officer at the IUCN level of P-1 and the post of Administrative Assistant could be funded from UNEP programme support costs. Some tasks, such as the processing of annual contributions and providing guidance on human resources matters, could be undertaken by UNEP headquarters.

D.3. <u>Explanation of the implications of mandatory rotation of international</u> professional positions. Consideration of normal periods for and restrictions on recruitment and filling of positions and the normal time that positions remain <u>unfilled.</u>

D.3.1. The mandatory rotation programme in the United Nations Secretariat is on hold, but UNEP is running its own voluntary rotation exercise. The need for geographic rotation of senior positions at the P-5 level and above in the Secretariat and how this will be implemented in UNEP is under discussion. The target for filling vacant positions open for recruitment is currently 120 days.

D.3.2. Any potential moves of Ramsar staff in the context of the UNEP rotation programme would not be enforced without regard to staff members' professional and personal interests – they would be the outcome of a consultation process and a matching exercise between the staff concerned, the Secretary-General of the Convention and UNEP.

D.4. Explanation of the UN salary system, specifically addressing issues of salary escalation with longevity of service, for international professional staff and local hires, and the implications of the incremental step system for managing staff costs when experienced UN staff are selected for positions or local hires remain employed for many years.

D.4.1. In the United Nations system, positions at the Professional (P) and Director (D) levels are considered internationally recruited. The base salary in accordance with the United Nations salary scale is complemented by a post adjustment component that varies by duty station. It is subject to regular review, taking into account developments in the cost of living at the duty station and the exchange rate. The following entitlements are also included in the overall remuneration package: medical coverage, pension contribution, rental subsidy and, for staff members who are not nationals of the host country, education grant and home leave to the country of nationality every two years if Geneva is the duty station and once a year if Nairobi is the duty station. Professional staff members recruited from outside the duty station at the P and D levels are granted such entitlements as moving expenses, installation grant upon recruitment and separation grant upon separation. Positions at the General Service level are locally recruited. The salary component includes a pension contribution and medical coverage, and language allowance if the staff member so qualifies. The salary scales of General Service staff are subject to regular salary surveys in the host country.

D.4.2. Salary increments (steps) are awarded periodically, based on service and individual performance. Annex IV to the present report contains a copy of the salary scales for international Professional staff, while annexes V and VI contain the salary scales for General Service staff in Geneva and Nairobi, respectively.

D.5. Detailed comparison of UN and current other staff benefits including pension, medical, school fees etc.

D.5.1. Conceptually a number of entitlements for international staff are similar in the IUCN and the United Nations. The practical implementation and the substance of the entitlement differ, however. UNEP has endeavoured to juxtapose the entitlements in the Union and UNEP in a table contained in annex VII to the present report. A detailed comparison of implementation parameters of staff entitlements is beyond the scope of this exercise, however. Annex VIII contains the 2005 administrative instruction on family leave, maternity leave and paternity leave, annex IX the 2005 administrative instruction on sick leave and annex X the 2000 administrative instruction on the sabbatical leave programme.<sup>3</sup>

D.6. Implications for international travel of designation of a position as an international professional one, covering visas and work permits in the host country, for employee and dependants, travel in the course of duty, access to UN security and support services when travelling (reference: http://www.ramsar.org/sc/37/key\_sc37\_doc02\_add1.doc).

D.6. The issue of international travel for Ramsar staff has several elements. For travel purposes United Nations staff will be treated as per the applicable provisions subject to the stipulations of the host country agreement. For duty travel, United Nations travel provisions apply that are identical for international Professional staff and General Service staff. Duty travel is subject to

<sup>3</sup> More detailed information can be found at the website of the United Nations Secretariat at

http://www.un.org/Depts/OHRM/salaries\_allowances/salary.htm, or the website of the International Civil Service Commission at http://icsc.un.org/csd.asp?list=booklets. This comprises generic information on salaries and allowances and the post adjustment system in the United Nations common system.

the existing United Nations rules and regulations (set out in annex XI to the present report). In particular, business class travel for staff is limited to journeys with a duration of more than nine hours. An important element for United Nations staff members is the organizational security in place for staff and their families provided by the Department of Security and Safety. This includes security clearance arrangements for travel to countries with difficult security situations, evacuation facilities in times of crisis and a general point of reference for staff and their families in security and safety matters. When on duty travel the United Nations laissez-passer affords protection and facilities to the holder that are similar to the protection accorded to diplomatic staff under the provisions of the Vienna Convention. Annex XII to the present report contains the administrative instruction regarding the assignment grant, which is intended to provide staff with a reasonable amount of cash at the beginning of an assignment for costs incurred as a result of the appointment or assignment. Annex XIII contains annex IV to the 2009 Staff Regulations and Rules of the United Nations, on the repatriation grant, the purpose of which is to facilitate the relocation of expatriate staff members to a country other than the country of the previous duty station.

D.7. Immigration and administrative status of international staff and their families, whether international professional staff or locally hired staff. Advantages, privileges and constraints of being UNEP staff depending on the staff nationality (reference:http://www.ramsar.org/sc/37/key\_sc37\_doc02\_add1.doc).

D.7. The rights and entitlements for UNEP staff in Switzerland are governed by the host country agreement between the Swiss Government and the United Nations. UNEP, including the multilateral environmental agreements, are covered by this agreement, which is contained in annex XIV to the present report.

D.8. <u>Consideration of whether the Ramsar intern program (4 staff positions) could be</u> <u>maintained in a similar format and at a similar cost to currently. if not, an</u> <u>assessment of the financial and operational implication of a change.</u>

D.8. Neither UNEP nor the United Nations have an internship programme similar to that of the Convention. The question of how interns in the Ramsar Secretariat would be treated if the Convention were to join UNEP must therefore be considered in more detail. Interns in the United Nations system are full-time students who, in the framework of their studies, use their internship to integrate classroom study with career-related development and professional experience. They receive no remuneration. From the material provided it can be derived that the Ramsar interns undertake tasks (supporting the work of the senior technical advisers) that very much resemble the type of work carried out by Junior Professional Officers and Associate Experts. One option would be to seek donor funding for Junior Professional Officer positions. UNEP senior management has established regular consultations with donor countries that could contribute to such positions and could therefore assist the Ramsar secretariat in such negotiations. If the assumption that these positions are limited in time is correct, another option would be to put together a lump-sum package and employ them as consultants for a maximum of 24 months in any 36-month period. In addition, under specific conditions, the United Nations might be able to secure the employment of gratis personnel from Governments, institutions and the private sector at no cost to the Secretariat. The UNEP procedures for recruitment of a Junior Professional Officer are contained in annex XV to the present report; the same annex also contains the procedures for the recruitment of a Senior Professional Officer against a trust fund. Annex XVI contains the United Nations administrative instruction for gratis personnel, while annex XVII sets out the UNEP policy and procedures in that regard. The annex to the administrative instruction on "non-reimbursable loans of personnel services from sources

external to the UN common system" contains a model agreement that can be used for such loans (annex XVIII). Another option would be to employ United Nations Volunteers.<sup>4</sup>

# D.9. <u>How might institutional UNEP hosting assist in the development and maintenance of quality staff in Ramsar?</u>

D.9. Staff would enjoy access to an established international organization in the field of environment and a wealth of institutionalized capacity in terms of staff resources, training possibilities and exposure. A UNEP setting would thus almost certainly have a positive effect on staff development and provide impetus for staff to remain within the Secretariat. In addition, UNEP could possibly provide targeted support to the Convention in specific situations by temporarily deploying to it financial and human resources from UNEP.

# D.10. In relation to point 1 to 9 above, to what extent might it be possible to agree departure from UN practice and procedures.

D.10. This question cannot be answered in this form: cases and issues will need to be dealt with based on merit and it is impossible to agree upon a departure from the United Nations practice and procedures without a specific example. Without compromising any position it can be said that the greatest flexibility will be applied in finding case-specific solutions.

## E. Administrative service and cost comparison

E.1. Detailed list and explanation of services that are typically provided by UNEP under the 13% PSC mechanism, assuming this is the mechanism UNEP would propose to host Ramsar.

E.1. In line with sections II and V of General Assembly Resolution 35/217 of 17 December 1980, UNEP levies a 13 per cent programme support cost on all trust funds that it administers, which includes trust funds for the multilateral environmental agreements. As part of these costs, UNEP typically provides services as enumerated below.

## E.1.1. Financial management services:

a. Project accounting:

Preparing payment vouchers;

Replenishing imprest bank accounts;

Recording monthly imprest account;

Approving obligating documents;

Processing financial authorizations to United Nations Development Programme offices for disbursements in support of Convention activities and recording of inter-office vouchers from United Nations Development Programme offices.

b. General accounting:

Recording Convention expenditures;

Controlling and maintaining a general ledger (IMIS);

Producing accounting documents and archiving records.

c. Financial reporting:

Preparing monthly, quarterly, half-yearly, annual and biannual financial statements and reports.

d. Receivables management:

<sup>4</sup> http://www.unv.org/

Controlling staff and other receivables; Preparing monthly statements; Amending and collecting receivables.

e. Payroll:

Processing and disbursing the monthly payroll; Payment at end of service as required Transmitting electronic payslips; Providing pension fund reports; Processing education grants.

f. Payments and fund disbursements:

Processing payments to staff, consultants and third parties; Processing and paying travel claims; Paying daily subsistence allowances for meetings held at UNEP headquarters; Authorizing United Nations Development Programme offices and UNEP offices away from headquarters to make payments on behalf of the Convention in question;

Creating, approving and making disbursements; Updating personal vendor third party bank details in IMIS.

g. Recording of the Convention pledges, contributions and other income:

Preparing invoices to Convention Parties in line with approved budgets;
Receiving, logging and registering all incoming cash, preparing acknowledgments, reconciliation and reporting;
Creating and approving receivables, deposits and receipts;
Allocating interest on investment to the Convention trust fund income.

h. Cash management:

Analysing cash flow and ensuring effective cash management; Maintaining and monitoring bank accounts; Reconciling bank accounts, maintaining monthly standing orders.

i. Certification functions to ensure adherence to the Financial Rules and Regulations of the United Nations.

j. Advisory services, guidance in financial issues: Providing guidance on United Nations rules and regulations, procedures;

Providing services to users, responding to audit queries; Operating an IMIS finance help desk.

E.1.2. Human resources management services include:

- a. Classifying posts, advertising posts, screening applicants and processing offers of appointment once the selection process has been finalized;
- b. Processing travel requests for internationally recruited Professional staff and processing letters of appointment and assignment grants;
- c. Registering in the pension fund and medical insurance schemes, administering such schemes and processing entitlements whenever applicable (education grant, home leave, rental subsidy, etc.);
- d. Monitoring leave;
- e. For consultants: establishing levels and remuneration, issuing contracts;
- f. Operating internal justice services (United Nations Dispute Tribunal) and providing ad hoc legal advice;

- g. Preparing human resources reports to Parties and UNEP management;
- h. Operating a help desk on human resources matters.
- E.1.3. Support services include:
  - a. Procuring goods and services: identifying potential vendors, preparing and issuing solicitations documents, evaluating bids and proposals, reviewing terms of reference, presenting to local contract committee when applicable, preparing contracts, etc.;
  - b. Managing property and updating Convention assets records regularly, monitoring and processing the disposal of equipment;
  - c. Travel: Processing travel and visa requests, providing United Nations laissez-passer, United Nations certificates and family certificates;
  - d. Managing premises;
  - e. Providing guidance and advice on security.
- E.1.4. Corporate support services (UNEP/Corporate Services Section):
  - a. Monitoring the Convention's financial resources, processing project documents;
  - b. Providing guidance in the preparation of budgetary documents submitted to the Parties to the Convention and attending meetings of the Parties as required;
  - c. Assisting in negotiating agreements with donors, preparing and certifying financial statements to donors;
  - d. Preparing reports to the Parties and the senior management on administrative and financial matters pertaining to the Convention.
- E.1.5. Quality assurance services (UNEP/Quality Assurance Section):
  - a. Ensuring quality control of project documents submissions;
  - b. Screening and clearing legal documents (small-scale funding agreements, project cooperation agreement, host country agreements for meetings), providing guidance and advice on legal documents;
  - c. Providing training on project formulation and implementation;
  - d. Providing overall guidance on project management.

E.1.6. Information and communications technology services:

- a. Providing guidance and advice on information and communications technology issues;
- b. Providing remote access services to the United Nations integrated management information services (IMIS).

E.1.7. The above-mentioned services are not exhaustive. The Executive Director has established a dialogue with the executive secretaries of the UNEP multilateral environmental agreements that, among other things, pertains to the use of programme support costs with a view to providing efficient administrative support to the conventions.

E.1.8. The services listed above are delivered through UNEP headquarters, the United Nations Office at Nairobi, the United Nations Office at Geneva and other United Nations entities, depending on the service required. It has been UNEP practice to ensure that highly qualified administrative staff members paid from programme support costs are located directly within the convention secretariats according to the needs and the resources available.

E.2. <u>Comparison of 13% PSC services and costs with those provided under current</u> arrangements with IUCN for accounting /finance, HR, IT support and facilities management. Assessment of any additional staff resources that would automatically be included, such as legal advisor, to support the work of the Secretariat. Thoughts on any additional staff resources that Ramsar might wish to request and could be negotiated, and at what cost.

E.2.1. The 13 per cent programme support costs are calculated on actual expenditures incurred and not on a lump sum basis.

E.2.2. Based on an expected income of CHF 513,638 paid to the programme support account for 2009 (as indicated in the 2009 Ramsar budget approved by the tenth meeting of the Conference of the Contracting Parties), the Executive Director has the prerogative to allocate some of the funds for the costs of a Fund/Administrative Officer to directly service the Convention at its Secretariat.

E.2.3. The Ramsar post of Finance Officer (IUCN level P-2, appearing under Ramsar budget item (g)) has a job description very similar to the post of UNEP Fund/Administrative Officer located in a UNEP multilateral environment agreement secretariat). Its cost could be transferred under programme support costs, should Ramsar join UNEP. One post of Administrative Assistant to assist the Fund/Administrative Officer could also be funded through such costs. The specific use of the costs is, however, at the Executive Director's discretionary authority and hence must be requested for his consideration on a case-by-case basis.

E.2.4. The Ramsar post of Administrative Officer (IUCN level P-1) performs tasks that would normally be undertaken directly by UNEP under programme support costs. In particular, the processing of annual contributions, including the invoicing and the recording of the contributions, would normally be undertaken in full by the UNEP corporate support services under such costs. The present tasks of administering the Ramsar internship programme would change or may no longer be relevant, since it would continue in another format. Other tasks such as providing guidance on human resources matters would be performed through UNEP headquarters or the Human Resources Officer located in the UNEP administrative services centre in Geneva. Consequently, the terms of reference of this post could be redirected to provide direct support to the implementation of Ramsar activities.

E.2.5. Concerning the services of a proposed Legal Officer, professional legal advice for general contractual arrangements and human resources management would be provided by the UNEP Quality Assurance Section and funded through programme support costs. Regarding more specific legal advice on the implementation of the Convention and relations with the Parties, such guidance would be provided through the Division of Environmental Law and Conventions under its Biodiversity and Law and Governance Unit, together with the Freshwater and Marine Water and Governance Unit, at no cost to the Convention.

E.3. <u>How would the funds for the Secretariat be kept and administered? Are there</u> <u>any controls or conditions that would be applied to Core and non-Core funds</u> <u>(voluntarily funded projects and private sector funded projects) that we should</u> <u>be made aware of?</u>

E.3.1. In accordance with UNEP policy, the Convention funds would be administered through specific trust funds. The Parties would need to approve:

- The terms of reference of the trust fund or trust funds, indicating the purpose of such trust fund, the convention legislative mandate, and who can contribute to it
- The proposed duration of such trust fund

E.3.2. In line with United Nations regulations, the trust fund would be administered by the Executive Director, subject to approval by the Governing Council. The administration of the trust fund would be governed by the Financial Rules and Regulations of the United Nations, the Staff Regulations and Rules of the United Nations and other administrative policies or procedures promulgated by the Secretary-General. In accordance with those rules, an administrative charge of 13 per cent of the expenditure would be charged to the trust fund in respect of activities financed under it.

E.3.3. The funds would be deposited in the UNEP trust fund account in New York. Any interest incurred under the funds would be recorded under the income of the Convention trust fund. The accounts would be subject to audit by the United Nations Board of Auditors. At the end of each calendar year, UNEP would provide to the Parties a certified statement of accounts. Concerning the day-to-day control of the trust fund's financial commitments, the United Nations Financial Rules and Regulations requires that financial transactions are certified. A certifying officer and an approving officer are both designated by Headquarters. It is also practice to regularly request the United Nations Office of Internal Oversight Services to audit the Convention, the costs of such being borne by UNEP through programme support costs. In line with established practice, the Executive Secretary of the Convention would be designated in the terms of reference of the trust fund as the trust fund's programme manager.

E.3.4. The Parties could decide to establish separate trust funds: a trust fund to cover the costs of the core budget funded by regular contributions and a trust fund to collect voluntary contributions. This is the usual practice for the UNEP multilateral environmental agreements. In both cases, the procedure described above would apply, in line with United Nations rules and regulations and Governing Council decisions. The programme support costs would also need to be charged to the voluntary contributions trust fund.

E.3.5. The Parties could decide on the sources for the financial resources of the trust fund, which could be derived from voluntary contributions from various parties, financial institutions and foundations, intergovernmental and governmental organizations and private entities. Should UNEP decide to allocate funds from its own resources (Environment Fund, partnership funds, counterpart contributions), those would not be transferred into a specific trust fund but would be allocated directly to the Convention for its approved activities.

E.4. <u>Assessment of the practical issues of using support services such as finance,</u> <u>legal contract support, personnel, which are located somewhere other than the</u> <u>location of the Secretariat.</u>

E.4.1. On financial transactions, UNEP has established efficient remote access facilities to enable administrative staff in offices away from its headquarters to access IMIS through Citrix and allow financial transactions to be initiated by the multilateral environmental agreement secretariats with no delay. The Fund/Administrative Officer located in the Secretariat has the

delegated authority to certify such transactions. In practical ways, the procedures would be similar to those for a division located at UNEP headquarters.

E.4.2. Should the Parties decide to locate the Ramsar Secretariat in Switzerland, the Convention Secretariat would have direct access to the UNEP administrative services centre in Geneva whose staff include a Fund Management Officer, a Human Resources Officer and an administrative assistant, who could provide further assistance.

E.4.3. In the event of a shortage of administrative staff funded by programme support costs in a secretariat owing to illness or maternity leave, it has been UNEP practice to provide replacement staff charged directly to programme support costs.

E.4.4. Legal contract support is provided as previously stated by the Quality Assurance Section. The Corporate Services Section would provide support for all donors' agreements and project cooperation agreements, among others.

E.4.5. A specific Fund Management Officer located within the Corporate Services Section is responsible for servicing all UNEP multilateral environmental agreements. He would be able to advise the Ramsar Secretariat on financial and administrative matters and act as a troubleshooter, liaising with all relevant offices at UNEP headquarters as necessary.

E.4.6. If the Ramsar Secretariat were to join UNEP, it would also benefit from the financial and administrative services provided by the United Nations Development Programme offices. Those services include the payment of daily subsistence allowances to workshop or meeting participants, procurement of airline tickets for participants, assistance with logistics for meetings and workshops held outside headquarters, procurement of goods, payment to partners and consultants. The services are provided through the Corporate Services Section.

## F. Location alternatives

F.1. <u>Would UNEP be able to continue to host the Ramsar Convention in</u> <u>Switzerland? Please indicate any possible alternative locations and the major</u> <u>practical and cost implications of these.</u>

F.1.1. UNEP would be able to continue to host the Convention Secretariat in Switzerland. Under this scenario, the Secretariat would be most likely to move to Geneva, where the secretariats of four other UNEP multilateral environmental agreements are currently co-located. In addition, Geneva hosts many other UNEP offices such as the secretariat of the Environmental Management Group, the UNEP Regional Office for Europe and the UNEP Finance Initiative.

F.1.2. It would also be possible for the Ramsar Secretariat to be relocated to UNEP headquarters in Nairobi.

F.1.3. In addition, it might be possible to locate the Ramsar Secretariat outside Switzerland or Kenya, should another country offer to host it. The cost implications would depend on the offer made.

F.2. What office space would be made available to the Secretariat. (Note: The Ramsar Secretariat currently pays no rent and resides in a building donated by the Swiss Government for Ramsar use, alongside IUCN, free of charge).

F.2.1. Currently, all UNEP offices in Switzerland, including the UNEP multilateral environmental agreement secretariats referred to above, are based in International Environment

House in Geneva. A new building might become available in Geneva within the next two to three years, but for the purposes of the present report the costs of location in International Environment House are indicated.

F.2.2. To provide a comparison for the Ramsar Secretariat, the costs for the UNEP Regional Office for Europe are indicated below. This office employs more staff members (26), but could be regarded as comparable in size. It has about 720 m<sup>2</sup> office space, which includes offices, a meeting room, library, kitchen, bathrooms, copier rooms, waiting area and 70 m<sup>2</sup> storage space. The Office does not pay rent, since the premises are provided by the Swiss Government free of charge. The Office is, however, billed for the following costs per year (based on 2008 figures):

Costs	Swiss francs (CHF) / year
Running costs (incl. water and	60 000
heating)	00 000
Electricity charges	8 000
Cleaning charges	18 000
Security and messenger services	22 500
Total	108 500

This would amount to a total cost of some CHF 137 per m<sup>2</sup> per year.

F.2.3. The rental costs for a similar office space located in Nairobi at UNEP headquarters would amount to CHF 159 per m<sup>2</sup> per year (2009 figures). In addition, there would be running costs, including maintenance, security, medical facilities, cleaning, electricity, water and computer maintenance, of approximately CHF 43,135 per year.

F.2.4. The costs for office space if the Ramsar Secretariat were located in another country would depend on the location and on the offer of the host Government.

## G. Transition issues

G.1. <u>Possibility and assessment of the desirability of transferring current local and</u> <u>expat staff from IUCN to RAMSAR under UNEP. Implications of transferring</u> <u>existing contracts and accrued benefits.</u>

G.1.1. If the Ramsar Secretariat were to become a UNEP multilateral environment agreement, all United Nations rules and regulations would apply, including the new Staff Regulations and Rules. With effect from 1 July 2009, new Staff regulations and rules and uniform contractual arrangements have come into effect throughout the United Nations system. It is anticipated that a new staff selection system for the United Nations Secretariat, including UNEP and its multilateral environment agreements, will be introduced during the latter half of 2009. The Executive Director has the delegated authority from the Secretary-General to appoint staff funded by extrabudgetary resources, including staff under the UNEP multilateral environment agreements.

G.1.2. In general, existing Ramsar staff holding IUCN contracts and accrued benefits should not be transferred to UNEP without a fully competitive selection process for all positions in the Ramsar Secretariat according to the relevant United Nations rules and regulations. Interim arrangements would need to be devised until the recruitment process for each post is concluded. Any arrangement deviating from the prevailing rules and regulations would entail consultation with the Office of Legal Affairs and approval by the Secretary-General.

G.2. If it were to be mutually agreeable that the Secretariat be institutionally hosted by UNEP, how could the change be practically, legally and administratively implemented?

G.2.1. Practically: This would depend on a number of parameters that only can be determined when the full range of the administrative arrangements between the Executive Director and the Ramsar Conference of the Contracting Parties has been discussed and decided. These parameters would potentially have cost implications that would be expected to be covered through the Ramsar budget. Such parameters include the location of the new offices (city and country); the number of Professional and support staff within Ramsar; the possible need to offer termination or other types of indemnities to some staff; and current engagements and commitments that need to be honoured when the change in administrative arrangements takes place.

G.2.2. Legally: An agreement for the administration of Ramsar by UNEP would be developed drawing on experience with existing arrangements between UNEP and its multilateral environment agreements. Such arrangements would include the role and responsibility of the Executive Director, delegation of authority, accountability frameworks and a description of the type of services to be provided by UNEP.

G.2.3. Administratively: Ramsar would fall under the United Nations rules and regulations and administrative arrangements, and the change would involve human resources, budget, procurement, information technology and conference services, among others.

G.3. What additional costs should be considered, other than those already indicated in sections above.

G.3.1. It would only be possible to determine the additional costs a transfer would entail once the details of the administrative arrangements have been clarified. Any costs related to the transfer from Ramsar to UNEP would, however, be expected to be covered under the Ramsar budget.

## G.4. What process/timings might be envisaged?

G.4.1. The process and timings would depend largely on the decisions under G.1. and G.2., above. From a human resources perspective, however, the target recruitment time for a vacant position is 120 days.

## H. Sharing of information

This section does not require a response.

## Appendix

Guidelines on Cooperation between the United Nations Environment Programme and Business

## - Final version, March 2004 -

## I. INTRODUCTION

1. In July 2000 the UN Secretary-General issued "Guidelines on Co-operation between the United Nations and the Business Community". These Guidelines encourage each UN organisation to develop more specific guidelines in accordance with their specific mandates and activities. The following text represents an adapted version for the mandate and activities of UNEP. It is based on the ongoing work of UNEP with business and industry to ensure greater commitment by the private sector to engender a new culture of environmental accountability and responsibility, as called for by Environment Ministers in the Malmö Ministerial Declaration of May 2000.

## **II. PURPOSE AND RATIONALE**

2. The purpose of these guidelines is to facilitate the formulation and application of terms of cooperation between UNEP and the business community in a manner that ensures the integrity and independence of the Organisation and enhances the effectiveness of its partnership activities with the business community.

3. These guidelines define "business" as for-profit enterprises or associations or organisations that represent for-profit enterprises.

These guidelines are intended to serve as a common framework for all Divisions of UNEP.

5. Co-operation between UNEP and the business community primarily take three forms, namely projects with individual companies, projects with trade and industry associations, and voluntary initiatives with specific industry sectors. These also involve other partners, from governmental, inter-governmental, non-governmental and other Major Group sectors. Co-operation with associations is of particular importance in providing support to small and medium-sized enterprises.

## III. CHOOSING A PARTNER

6. UNEP is one of the core UN organisations of the Global Compact of the UN Secretary-General. The Global Compact provides UNEP with an overall value framework for co-operation with the business community. The principles of the Global Compact relate to environment, labour standards and human rights. They are based on intergovernmental agreements and particularly relevant for business.

a) Within their sphere of influence, private enterprises should demonstrate a commitment to meeting or exceeding the principles of the Global Compact by translating them into operational corporate practice. The environmental principles under the Compact, for which UNEP acts as guardian, require business to:

- support a precautionary approach to environmental challenges;
- undertake initiatives to promote greater environmental responsibility; and
- encourage the development and diffusion of environmentally friendly technologies.

b) In addition, business partners should show a commitment to developing and adopting policies, strategies and practices that:

- are cleaner and safer,
- use natural resources more efficiently,
- incorporate environmental costs,

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ensure environmentally sound management of chemicals,

support the implementation of international environmental agreements, and

reduce pollution and risks to humans and the environment.

c) Business partners should demonstrate corporate environmental and social responsibility, as called for in the 2002 Johannesburg Declaration. This includes supporting UN causes and core values as reflected in the UN Charter and multilateral environmental agreements. Active participation with UNEP as partner in international voluntary initiatives is encouraged through sectoral and multisectoral partnerships, demonstrating commitment to the principles and objectives of the relevant initiative. <sup>1</sup> The publication by the business partner of corporate sustainability reports according to the Guidelines of the Global Reporting Initiative (GRI) is also a sign of commitment to transparency and accountability.

d) Business partners should also demonstrate a willingness to engage in multistakeholder dialogue when appropriate. UNEP emphasises the value of multistakeholder dialogue, which it displays among others through its annual Consultative Meeting with Industry Associations and Global Civil Society Forum with participation by representatives from all regions.

e) Business entities that are complicit in human rights abuses, tolerate forced or compulsory labour or the use of child labour, are involved in the sale or manufacture of anti-personnel mines or their components, or that otherwise do not meet relevant UN obligations or responsibilities, are not eligible for partnership.

#### IV. GENERAL PRINCIPLES

7. Irrespective of the situation-specific nature of co-operative arrangements, they should be guided by the following general principles:

a) Advance UN goals: The objective needs to be articulated clearly and must advance UN goals as laid out in the Charter.

b) Advance UNEP goals, as mandated in decisions of the UNEP Governing Council and Global Ministerial Environment Forum.

c) Maintain integrity and independence: Arrangements should not diminish the integrity, independence and impartiality of UNEP and the UN.

d) Have a clear delineation of responsibilities and roles: The arrangement must be based on a clear understanding of respective roles and expectations, with accountability and a clear division of responsibilities. These should be stipulated in a letter of agreement or memorandum of understanding. In the case of a voluntary initiative, these should be stipulated in the constitution, rules and procedures of the initiative.

e) Provide no unfair advantage: Every member of the business community should have the opportunity to propose co-operative arrangements, within the parameters of these guidelines. Co-operation should not imply endorsement or preference of a particular business entity or its products or services.

f) Be transparent: Co-operation with the business community must be transparent. Information on the nature and scope of co-operative arrangements should be available within the Organisation and to the public at large. Branches should send the relevant information to the focal point at the UNEP Division of Technology, Industry and Economics, who is responsible for sending summary information to UN headquarters for posting on the UN-Business website.<sup>2</sup>

see http://www.uneptie.org/outreach/home.htm

<sup>&</sup>lt;sup>2</sup> see http://www.un.org/partners/business/index.asp

## V. USE OF NAME AND EMBLEM OF THE UN AND UNEP

8. Pursuant to General Assembly Resolution 92 (I) of 7 December 1946, the use of the UN name and emblem is limited to official purposes. The Organisation has consistently interpreted this resolution to apply also to the use of the name and emblem of the UN Funds and Programmes whose names include the "United Nations" or its acronym.

9. Recognising the evolving new relationship with the business community, the following paragraphs set out general principles on the use of the name and emblem of the UN and UNEP by the business community in the context of partnership co-operation:

a) In principle, and subject to the appropriate terms and conditions, a business entity may be authorised to use the name and emblem on a non-exclusive basis.

b) The use of the name and emblem must be expressly approved in advance in writing and upon such terms and conditions as may be specified. Request for permission to use the name and emblem should be submitted by the relevant Division Director to the Office of the Executive Director, who will submit it for legal review.

c) The use of the name and emblem by a business entity may be authorised, even if it involves the making of profit, so long as the principal purpose of such use is to show support for the purposes and activities of the UN and UNEP, including the raising of funds for the Organisation and Programme, and the generation of profit by the business entity is only incidental.

d) The use of the name and emblem may be authorised for the following purposes:

(i) To support the purposes, policies and activities of the Organisation / Programme;

(ii) To assist in the raising of funds for the Organisation / Programme;

(iii) To assist in the raising of funds for entities that are not part of the Organisation / Programme, but which are established to achieve the purposes and policies of the Organisation / Programme.

e) When authorised, the use of the name and/or emblem shall be in accordance with the written specifications, usually in a Memorandum of Understanding, provided by UNEP.

f) With appropriate written approval, and subject to appropriate conditions on the time, manner and scope of such use, the use of a modified UN or UNEP emblem may be exclusively authorized to a limited number of business entities in connection with the promotion of a special event or initiative, including fund-raising for such event or initiative.

g) With respect to design of publications and the placement of emblems (UNEP logo), requirements of the UNEP Division of Communications and Public Information should be followed.

#### VI. MODALITIES

10. Modalities for entering into partnerships with the business community, which are distinct from procurement activities, require flexibility in order to reflect the particular purposes and objectives of the partnerships:

a) Direct contribution by the business partner: The modality for direct contribution for specific purposes would be made under a trust fund or special account agreement with the partner. The agreement would be subject to the applicable Financial Regulations and Rules, i.e., the purposes of the contribution would have to be consistent with the policies, aims and activities of UNEP and that generally, the contribution would not entail any financial liabilities to UNEP.

b) Indirect contribution by the business partner through the establishment of a charitable organisation or foundation: Under this modality, a relationship agreement would be established between UNEP and the charitable organisation or foundation, laying out the terms of the relationship, including the issues related to the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of UNEP.

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c) Partnership in technical assistance projects: This modality would involve either two direct bilateral agreements with the business partner and with the government of the country in which the assistance would be carried out, or a tripartite agreement among the business partner, the UNEP and the government.

d) Partnership in promoting the purposes and activities of UNEP. This modality, whereby the business partner provides a forum to disseminate information about UNEP, would involve direct agreements with the business partner, setting out the terms and conditions of the arrangement, including UNEP's control of the information to be disseminated, the issues related to the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of UNEP.

e) Partnership in co-operative projects: This modality, whereby UNEP and a business partner jointly develop a product or service, consistent with and in furtherance of the aims, policies and activities of UNEP, would involve an agreement with the business partner, setting out the terms and conditions of the arrangement, including the contributions each party could make to the development of the product or service, the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of UNEP.

f) Partnership in voluntary initiatives: This modality would involve an agreement with UNEP, business partners and other involved stakeholders agreeing on a constitution with a statement of principles and objectives as well as rules and procedures for the initiative. The constitution will stipulate the agreed governance arrangements, including the role of UNEP, and provide for the creation of a trust fund with annual membership contributions.

## VII. INSTITUTIONAL CAPACITIES

11. Co-operative arrangements with the business community have often evolved on an ad hoc basis. The Secretary-General encourages UN organisations to further develop the policy frameworks and institutional capacities needed to manage successfully such arrangements.

a) Building institutional competencies: UN organisations that engage business in their work should develop the necessary competencies to properly assess and guide the relationship. It is in response to this that the Executive Director has designated the Director of the UNEP Division of Technology, Industry and Economics as focal point for UNEP co-operation with business. The Resource Mobilisation Unit remains focal point for UNEP fundraising activities.

b) The responsibility of the UNEP focal point for business is to provide guidance on cooperation with the private sector, ensuring transparency and consistency in the establishment and maintenance of contacts.

#### VIII. FUTURE REVIEWS

12. To remain valid, the Guidelines for Co-operation between UNEP and Business should be critically reviewed regularly and updated. Ensuring this is the responsibility of the UNEP focal point for business.<sup>3</sup>

<sup>3</sup> UNEP Division of Technology, Industry and Economics (DTIE), Paris, <u>www.uneptie.org</u>, Tel 33 – 1 – 4437 1450, Fax 33 – 1 – 4437 1474, Email <u>monique.barbut@unep.fr</u>

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## Guidelines on

## Cooperation between the United Nations and the Business Community

Issued by the Secretary-General of the United Nations 17 July 2000

## 1. BACKGROUND

1. The business community has played an active role in the United Nations since its inception in 1945. A number of UN organizations have a successful history of co-operating with business. Recent political and economic changes have fostered and intensified the search for collaborative arrangements.

2. The efforts of the Secretary-General to renew and reform the United Nations provide the overall rationale for closer cooperation and partnership between the United Nations and non-state actors, including the business community<sup>[1]</sup>. A broad policy framework for cooperation with the business community has been established, including through joint-statements<sup>[2]</sup>.

3. The relationship with the business community has become more important as the role of business in generating employment and wealth through trade, investment and finance has grown and as UN member states have increasingly stressed the importance of private investment in development.

4. The business community is increasingly appreciative of the role of the United Nations: Promoting peace and security, providing norms and standards in such diverse areas as trade laws, shipping, aviation, telecommunication, postal services and statistics; addressing issues of vulnerability, poverty, environmental degradation and social conflict. All of this is seen as helping provide a stable and favourable framework for business and development.

## II. PURPOSE AND RATIONALE

5. Efforts to work with the business community must be seen in the proper institutional context. The United Nations is a global institution accountable to its member states. Non-state actors play an important role in the pursuit of UN goals. Drawing on the expertise and capacities of the business community is increasingly necessary to achieve these goals.

6. The purpose of these guidelines is to facilitate the formulation and implementation of co-operation between the United Nations and the business community in a manner that ensures the integrity and independence of the Organization.

7. These guidelines define "business" as for-profit enterprises.

8. These guidelines are intended to serve as a common framework for all organizations of the UN proper<sup>13</sup>. It may also serve as a framework for the other Organizations of the UN system.

9. UN organizations are encouraged to develop more specific guidelines in accordance with their particular mandates and activities.

10. Cooperation with business can take many forms, such as advocacy, fund-raising, policy dialogue, humanitarian assistance and development cooperation. Guidelines for co-operation are particularly relevant in cases where new forms of partnership are being pursued that do not directly involve active government participation.

11. Cooperation is often situation-specific and must be considered on a case-by-case basis. It is essential that each UN organization develop in-house capacities and clear lines of responsibility to devise, implement and evaluate cooperative arrangements with business.

## III. CHOOSING A PARTNER

12. The Global Compact, launched by the Secretary-General in 1999<sup>[4]</sup>, provides an overall value framework for co-operation with the business community. The principles of the compact (see Annex 1) are based on intergovernmental agreements and at the same time are relevant for business. UN organizations should use them as a point of reference when choosing a business partner.

a) Business partners should demonstrate responsible citizenship by supporting UN causes and core values as reflected in the Charter and other relevant conventions and treaties.

b) Within their sphere of influence, private enterprises should have demonstrated a commitment to meeting or exceeding the principles of the Compact by translating them into operational corporate practice.

c) Business entities that are complicit in human rights abuses, tolerate forced or compulsory labour or the use of child labour<sup>[5]</sup>, are involved in the sale or manufacture of anti-personnel mines or their components, or that otherwise do not meet relevant obligations or responsibilities by the United Nations, are not eligible for partnership.

13. UN organizations are encouraged to develop additional criteria appropriate to their specific mission and advocacy role.

#### **IV. GENERAL PRINCIPLES**

14. ....Irrespective of the situation-specific nature of cooperative arrangements, they should be guided by the following general principles;

a) Advance UN goals: The objective needs to be articulated clearly and must advance UN goals as laid out in the Charter.

b) Clear delineation of responsibilities and roles: The arrangement must be based on a clear understanding of respective roles and expectations, with accountability and a clear division of responsibilities.

c) Maintain integrity and independence: Arrangements should not diminish the UN's integrity, independence and impartiality.

d) No unfair advantage: Every member of the business community should have the opportunity to propose cooperative arrangements, within the parameters of these guidelines. Cooperation should not imply endorsement or preference of a particular business entity or its products or services.

e) Transparency: Cooperation with the business community sector must be transparent. Information on the nature and scope of cooperative arrangements should be available within the Organization and to the public at large. UN organizations should post relevant information on the UN/Business website www.un.org/partners/business.

## V. USE OF THE UN NAME AND EMBLEM

15. Pursuant to General Assembly Resolution 92 (I) of 7 December 1946, the use of the UN name and emblem is limited to official purposes. The Organization has consistently interpreted this resolution to apply also to the use of the name and emblem of the UN Funds and Programs whose names include the "United Nations" or its acronym (see Annex 2 for illustrative examples).

16. Recognizing the evolving new relationship with the business community, the following sets out general principles on the use of the name and emblem of the UN and its Funds and Programmes ("Name and Emblem") by the business community in the context of partnership with the private sector.

 a) In principle, and subject to the appropriate terms and conditions, a business entity may be authorized to use the name and emblem on a non-exclusive basis. b) The use of the name and emblem must be expressly approved in advance in writing and upon such terms and conditions as may be specified.

c) The use of the name and emblem by a business entity may be authorized, even if it involves the making of profit, so long as the principal purpose of such use is to show support for the purposes and activities of the UN, including the raising of funds for the Organization, and the generation of profit by the business entity is only incidental.

The use of the name and emblem may be authorized for the following purposes:

(i) To support the purposes, policies and activities of the organization;

(ii) To assist in the raising of funds for the Organization;

(iii) To assist in the raising of funds for entities that are not part of the Organization, but which are established to achieve the purposes and policies of the Organization.<sup>[6]</sup>

e) When authorized, the use of the name and/or emblem shall be in accordance with the written specifications provided by the organization concerned.

f) With appropriate written approval, and subject to appropriate conditions on the time, manner and scope of such use, the use of a modified UN emblem may be exclusively authorized to a limited number of business entities in connection with the promotion of a special event or initiative, including fund-raising for such event or initiative.<sup>[7]</sup>

17. Currently, OLA grants authorization for the use of the name and emblem of the United Nations.

#### VI. MODALITIES

18. Modalities for entering into partnerships with the business community, which are distinct from procurement activities, require flexibility in order to reflect the particular purposes and objectives of the partnerships.

a) Direct contribution by the business partner. The modality for direct contribution for specific purposes would be made under a trust fund or special account agreement with the partner. The agreement would be subject to the applicable Financial Regulations and Rules, i.e., the purposes of the contribution would have to be consistent with the policies, aims and activities of the UN and that generally, the contribution would not entail any financial liabilities to the UN.

b) Indirect contribution by the business partner through the establishment of a charitable organization or foundation: Under this modality, a relationship agreement would be established between the UN and the charitable organization or foundation, laying out the terms of the relationship, including the issues related to the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of the UN.<sup>[6]</sup>

c) Partnership in technical assistance projects: This modality would involve either two direct bilateral agreements with the business partner and with the government of the country in which the assistance would be carried out, or a tripartite agreement among the business partner, the UN and the government.

d) Partnership in promoting the purposes and activities of the UN: This modality, whereby the business partner provides a forum to disseminate information about the UN, would involve direct agreements with the business partner, setting out the terms and conditions of the arrangement, including the UN's control of the information to be disseminated, the issues related to the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of the UN.

e) Partnership in cooperative projects: This modality, whereby the UN and a business partner jointly develop a product or service, consistent with and in furtherance of the aims, policies and activities of the UN, would involve agreements with the business partner, setting out the terms and conditions of the arrangement, including the contributions each party could make to the development of the product service, the use of the name and emblem, liability, settlement of disputes and the privileges and immunities of the

#### **VII. INSTITUTIONAL CAPACITIES**

19. Cooperative arrangements with the business community have often evolved on an ad hoc basis. UN organizations should further develop the policy frameworks and institutional capacities needed to manage successfully such arrangements.

a) Building institutional competencies: UN organizations that engage business in their work should develop the necessary competencies to properly assess and guide the relationship. Within each organization, a focal point should be nominated to ensure transparency, learning and a better understanding of the role and objectives of business and to ascertain whether they are compatible with the goals of the UN.

b) Responsibilities of focal points: Focal points will be responsible for developing guidance on contacts with the business community based on rules, regulations and administrative issuances of the UN to ensure transparency in the establishment and maintenance of contacts with the business community. The focal points should post relevant information on the UN/business website

c) Exchange experience: Focal points should exchange learning experiences on a regular basis and aim at building shared data banks and problem-solving methodologies and guides.

## VIII. FUTURE REVIEWS

20. Cooperation with the business community is influenced by changes in the political and economic environment. To remain valid, these guidelines should be critically reviewed regularly and updated in due course.

Annex 1

#### The Global Compact's Nine Principles

At the World Economic Forum in Davos on 31 January 1999, UN Secretary-General Kofi A. Annan challenged world business leaders to "embrace and enact" a set of universal principles within their sphere of influence in the areas of human rights, labour standards and the environment.

#### **Human Rights**

Principle 1 Support and respect the protection of internationally proclaimed human rights.

Principle 2 Business should make sure not to be complicit in human rights abuses.

## Labour Standards

#### Principle 3

Business should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4

the elimination of all forms of forced and compulsory labour;

Principle 5 the effective abolition of child labour; and

#### Principle 6

#### UN.

eliminate discrimination in respect of employment and occupation.

### Environment

#### Principle 7

Support a precautionary approach to environmental challenges;

Principle 8

undertake initiatives to promote greater environmental responsibility; and

Principle 9 encourage the development and diffusion of environmentally friendly technologies.

Annex 2

#### Explanatory background note on the use of the name and emblem

## Section V on the name and emblem

1. The general principles set out in section V of the Draft Guidelines on Co-operation between the United Nations and the Business Community ("Guidelines) are based upon the submissions made to the Working Group on Partnership with the Private Sector ("Working Group") by the Office of Legal Affairs (OLA) and other UN Offices, including the separate Funds and Programmes, represented in the Working Group, and the discussions in the Working Group on this issue. As indicated in the Legal Counsel's memorandum of 4 December 1997 to the Secretary-General with an accompanying Note to the File (copy attached), the starting point for the policy and practice of the Organization on the use of the UN name and emblem is General Assembly resolution 92(I) of 7 December 1946. While we also draw upon the practice of the Organization over the years, we have focused particular attention in this exercise on recent policy and practice in the area and that the interests and concerns expressed by the Offices participating in the Working Group.

The following should be noted with respect to the guiding principles in section V:

The guiding principles address only the use of the name and emblem by business entities. The
use by non-governmental organizations (NGOs) and private not-for-profit entities is, therefore, not
addressed although it would appear that similar principles would be applicable to such
organizations and entities.

- With respect to general principle (a) in section V (see para. 16 of the Guidelines), it should be noted that it has been a long-standing policy of the Secretary-General not to authorize the use of the UN emblem by non-UN entities in an unmodified form. Moreover, as far as we are aware, no business entities have ever been authorized to use the UN emblem with the words "United Nations" or "UN" set above the emblem and the words "We Believe" or "Our Hope for Mankind" set below the emblem.
- Presently, the OLA grants authorization of the use of the name and embiem of the United Nations. The issue as to which Office/Department will be vested with the authority to grant the use of the name and embiem in the future will be reviewed id due course.

The principle of non-exclusive use refers to the activities of a business entity on its own behalf and not in situations in which the entity is engaged by the Organization to act on its behalf, e.g., a UN Gift Shop contract (see general principle (a)). Moreover, the principle of non-exclusive use would not bias an office from authorizing only one entity the use of the emblem in all cases, for example, if 8. An example of modality (e) is the "UN/Standard Product and Services Code" ("UN/SPSC"), a universal classification system for goods and services, which was developed jointly by UNDP/IAPSO and Dun & Bradstreet or the NetAid Project, which is designed to bring together the power of the Internet, the global reach of television and radio and the energy and impact of worldrenowned artists in the fight against world poverty, established by UNDP, CISCO Systems, Inc., Net Aid Inc., Net Aid Foundation UK Ltd. and Net Aid UK Ltd.]

[1] See Action 17 of the report of the Secretary-General to the General Assembly on UN reform (document A/51/950) Renewing the United Nations: A Programme for Reform.

 [2] Joint statements between the Secretary-General and business representatives of the International Chamber of Commerce as well as major speeches by the Secretary-General and heads of UN organizations are posted on the UN/Business website: www.un.org/partners/business.
 [3] UN Secretariat and UN Funds and Programmes, including UNICEF, UNFPA, UNDP, UNEP, UNCTAD and Regional Commissions.

[4] See www.ungiobalcompact.org

5 As defined by ILO Convention 182: Convention Concerning The Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour.

[6] For example, these entities include the United Nations Associations, National Committees for UNICEF and for UNDP.

[7] For example, the 50th Anniversary of the UN, the International Year of Older Persons, etc.
[8] The relationship agreement between the UN and the United Nations Foundation, Inc. dated 12 June 1998 consists of the following provisions: "Purpose" (Article I); "Trust fund" (Article II); "Identification of projects and activities to be funded" (Article III); "Contributions by the Foundation" (Article IV); "Monitoring and implementation: reporting requirements" (Article V); "Fundraising" (Article VI); "Use of name and official emblem of the United Nations" (Article VII); "Status of parties" (Article VII); "Review of arrangements" (Article IX); "Resolution of disputes" (Article X); "Privileges and immunities" (Article XI); "Terms of agreement" (Article XII) and "Notices" (Article XIII).

 A) Ramsar – Post Grading and 2009 salary estimates for the <u>Geneva</u> Duty Station (based on information provided as at 31/07/09)

Post Title in the Ramsar	UN	
Secretariat	Grade-level	standard salary costs Geneva
		(CHF)
Secretary General	D-1	315,806
Deputy Secretary General	P-5	282,828
Finance Officer	P-3	202,238
Executive Assistant	GS-5	100,674
Administrative Officer	GS-7	121,110
Administrative Assistant	GS-5	100,674
Administrative Assistant	GS-5	100,674
STRP Support Officer	P-2	172,754
Communications Officer	P-3	202,238
CEPA Officer	P-3	202,238
Senior Adviser (4)	P-5	282,828
Project Officer (Danone)	P-3	202,238
Assistants (4) (Interns)	P1/P2	172,754
Regional Affairs Officer	P-3	202,238

## Remarks:

a) For the professional staff at the P and D level the calculation is based on standard salary costs (version 9) established by the United Nations Programme Planning and Budget Division (with an exchange rate of 1USD=1,092 CHF). The costs are an estimate and include all entitlements (post adjustment, home leave, dependency allowance, education allowance, rental subsidy, mobility scheme allowance, pension costs, medical insurance). The actual cost will vary according to the individuals recruited as some entitlements might not be applicable. The post adjustment also will vary according to the duty station cost of living and exchange rate.

b) For the general service category, the calculation has been done on the basis of the UNEP figure for GS 5 step 5 and GS 7 step 5. Actual steps will be calculated according to the experience of the staff members.

c) According to the preliminary study undertaken by UNEP, the posts of Finance Officer and one administrative assistant GS 5 could be funded under the UNEP programme support cost. Concerning the tasks of the administrative officer, the study by UNEP has indicated that the tasks under this post could be directly undertaken by UNEP headquarters (see E.2.).-

B) Ramsar – Post Grading and 2009 salary estimates for the <u>Nairobi</u> Duty Station (based on information provided as at 31/07/09)

Post Title in the Ramsar	UN	· · ·
Secretariat	Grade-level	standard salary costs Nairobi
		( converted in CHF)
Secretary General	D-1	292,874
Deputy Secretary General	P-5	256,074
Finance Officer	P-3	179,634
Executive Assistant	GS-5	24,050
Administrative Officer	GS-7	37,047
Administrative Assistant	GS-5	24,050
Administrative Assistant	GS-5	24,050
STRP Support Officer	P-2	144,908
Communications Officer.	P-3	179,634
CEPA Officer	P-3	179,634
Senior Adviser (4)	P-5	256,074
Project Officer ( Danone)	P-3	179,634
Assistants (4) (Interns)	P1/P2	144,908
Regional Affairs Officer	P-3	179,634

Annex III Page 2/2

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## ANNEX IV

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ANNEX V

Page 1

# Geneva (Switzerland)

# DEPENDENCY ALLOWANCES:

Dependent spouse

Swf. 7,211 net per annum (r aveble to eligible staff on board and si eady in receipt of amount prior to 1 / pril 2008). Swf. 6,523 net per annum (rayabis<sup>1</sup>to staff who become eligible σ<sup>+</sup> of after 1 April 2008).

First language Second language

Swf. 3,192 net per annum Swf. 1,596 net per annum

LANGUAGE ALLOWANCES (to be included in pensionable remuneration):

Swf. 5,025 net per annum.

Swf. 9,321 net per annum (payable to staff who become aligible on or arter 1 April 2008

Except for first dependent child of a single, separated, divorced or widowed slaff member

Dependent child

Swf. 10,702 net per annum (payable to eligible staff on board and already in receipt of amount prior to 1 April 2008).

Swf. 1,635 net per annum.

Secondary dependant (where there is no dependent spouse, for one dependent parent, brother or sister)

The scale is based on a common workweek of 40 hours.

Note;

e,

Slaff assessment is calculated on the basis of the 36-month average overhange rate of Swiss france 1.22 to US\$ 1.00. The official United Nations exchange rate for a given month will soft over to be used for operational and Pension Fund purposes.

Long-service step:

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The qualifying criteria for in-grade increases to the long-service : lep are as follow

(a) The staff member should have had at loast 20 years of service within the Under Nations Common System and five years of service at the top regular step of the current grade.

(b) The staff member's service should have been satisfactory.

Gross;

Gross salaries have been durived through the application of stoff essays on to Total Ne' salaries. Gross salaries are established for purposes of suparation payme us this basis for calculating lax reimbursements whenever UN salaries are taxed.

Gross Pens.: Gross Pensionable salaries have been derived through applicatic n or sust assessment to Net Pensionable salaries. Gross Pensionable is the basis for determining Pension Fund contributions under Antleis 25 of UNLSOF Regulations and for determining Pension benefits.

Tolal Nel: Total net remuneration is the sum of the non pensionable componed and the net  ${f q}$  ensionable salary.

Nel Pens.: Net Pensionable is that part of net salary which is used to derive စ ဂိုးဒ လိုဝဒန Pensionable Salary. Net Pensionable salary is the Total Nat salary less the Non-pensionaitle စုံတရာတာဖရှိ၊. i.e. 130 per cent of Iotal net salaries.

Non-Pensionable Component is that part of net salary excluded (rom application of staff assessment in determination of the Gross Pensionable salary. The Non-Pensionable Component has been established at 0 per cent. •

Revision 49 Mar-08

NPC:

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Nairobî (Kenya)

General Service Category - Annua<sup>l</sup> Salaries and Allowances (In Schillings<sup>I</sup>) a/

2008

November

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Kenya)				•								•
DEPENDENCY ALLOWANCES:	DWANCES:							LANGUAGE ALLOWANCES (to be included in pensionable remu	LOWANCES (to	be included in	ı pensionable ı	тегри
child .	Schi subj	Schillings 39,144 net per annum per child. subject to a maximum of six children	annum per shild, six children		-			First language Second language		Schillings 57, Schillings 28,	Schillings 57,576 net per annum. Schillings 28,788 net per annum.	unu:
Spouse	Schi on b to 1.	Schillings 1,584 net per a on board and already in n to 1 April 1997).	Schillings 1,584 net per annum (for etgible staff on beard and already in receipt of annunt prior to 1 April 1997).		<u></u>	• .						
FUNERAL ALLOWANCE:		Schillings 90,140 (upon documented death of child or spouse).	ocumented death of									· .
Nole: The	le scale is based on	The scale is based on a common workweek of 37 hours.	of 37 hours.									
a/ Sta The	aff assessment is ca le official United Nal	alculated on the basis lions exchange rale f	Staff assessment is calculated on the basis of the 36-month average of Schrittings 55 to USS 1.00. The official United Nations exchange rate for a given month will continue to be used for operational and Pension Fund purposes	age of Schillings onlinue lo paies	s 65 (a USS) ed for oper	1.00. tional and Pensk	on Fund pur	poses.				
b/ Lon	Long-service step:											
, The	le qualifying criteria	for in-grade increase	The qualifying criteria for in-grade increases to the long service step are as olious:	ep are as 'ollow	<u>ي</u> ن		•					
(a)	) The staff member Common System	should have had at h and five years of ser	The staff member should have had at least 20 years of service within it $\alpha$ United Nations Common System and five years of service at the top regular step of the overent grade.	e within it is Unit step of the curre	ed Nations nl grade.							•
(c)	) The staff member	(b) The staff member's service should have been salistactory	been salisiactcry.						. *			
Gross: Gro	oss salaries have bu oss salaries are est	een derived through t ablished for purposes	Gross salaries have been derived through the application of staff assessme it is to take the splaries. Gross salaries are established for purposes of separation payments and as ha heads is reveal dualing tax reimbursements whenever UN salaries are taxed.	assessme il ljo Ils and as he hi	folal Nel sal asis for calc	aries. Ilaling lax reimbu	ursements w	rhenever UN sala	nies are laxed.	· ·		
Gross Pens.: Gro Gro	oss Pensionable sa oss Pensionable is l	laries have been deri Ihe basis for delermir	Gross Pensionable selaries have been derived through application of staff assessment to the Pensionable selaries. Gross Pensionable is the basis for determiningPension Fund contributions under Addred 23 of UNUSEF Regulations and for determining Pension benefits	n of staff asseta ribulions under	iment lo He Ardola 25 of	Pensionable sal UNJSFF Regula	laries. ations and fo	or delermining Per	nsion benefils.			
Total Net: Tota	tal net remuneration	is the sum of the no	Total net remuneration is the sum of the non-pensionable component and the net pensionable selary	ent and the net	pensionable	salary		-	-		,	
Net Pens.: Net Net	t Pensionable is tha It Pensionable salar	It part of net salary wi y is the Total Net sala	Net Pensionable is that part of net salary which is used to durive to the Gross Pensionable Salary. Net Pensionable salary is the Total Net salary tess the tion-pensionable contropicent, i.e. 99 Spor cert of total net salaries.	b the Gross Per	nt, i e. 99.5	lary. per cert of total i	nel salaríes,					
NPC: Non The	n-Pensionable Com e Non-Pensionable	ponent is that part of Component has been	Non-Pensionable Component is that part of net salary excluded from application of staff assessment in determination of the Gross Pensionable salary. The Non-Pensionable Component has been established at 0.5 per cent.	om applicstion o r cent.	i staff asse	sment in delerm	línalion of lh	e Gross Pension:	able salary.		-	
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Page 2				an an t- That Back					·			-
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emuneration

UNEP report: The Co-Chairs of the Ramsar Ad Hoc Working Group on Administrative Reform would like to advise readers that, whereas Annex 7 to this report refers to IUCN Staff Entitlements, in some respects this data is different from those entitlements summarised in the IUCN Conditions of Service for HQ (Switzerland) and IUCN Guidelines and Procedures for Expatriates. Readers are advised to refer to these IUCN documents, which can be found, until 31 December 2009, at <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf</a> and <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf</a> and <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf</a> and <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf</a> and <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-07.pdf</a> and <a href="http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf">http://www.ramsar.org/pdf/mtg/mtg\_adhoc\_wg\_ar3-08.pdf</a> .

# Annex VII

# **Entitlements in IUCN and UNEP**

Item	IUCN	UNEP
Income tax	International staff exempt Swiss staff liable.	No income tax for either GS or P staff.
Old age/disability insurance	Compulsory according to Swiss law (minimum social security standards).	There are provisions under appendix "D" to the Staff Regulations and Rules and under the Regulations of the United Nations Joint Staff Pension Fund that allow for the payment of disability benefits or pension as may be determined on a case-by-case basis.
Unemployment insurance	According to Swiss law.	No unemployment insurance under United Nations Staff Regulations and Rules.
Pension scheme	Compulsory pension scheme in addition to the AVS scheme.	Contribution to the United Nations Joint Staff Pension Fund – compulsory for staff members after six months' employment. Entitlements accrued under Swiss law cannot be transferred to the United Nations Joint Staff Pension Fund.
Medical scheme	Two schemes that are subsidized. Travel outside Switzerland: insurance cover for emergency evacuation and repatriation.	Two insurance companies, Van Breda and the United Nations Staff Mutual Insurance Society against Sickness and Accident, provide worldwide coverage schemes subsidized by the United Nations. Medical evacuations are dealt with according to an internal process and require the approval of the Medical Director, except in emergency cases.
Accident insurance		Appendix D coverage for service-incurred injuries – determination of whether an accident or injury was service-incurred is necessary.
Salary payment during illness	Up to a maximum of two years at 80 per cent depending on tenure with the organization. Thereafter disability provisions under Swiss	Up to nine months on full and nine months on half pay, depending on the length of service. Thereafter disability provisions under the United Nations Pension Fund rules.

	statutory provisions.	
Family allowance	As per Swiss law	Yearly lump sum per dependent child (if national benefits are claimed these payments are offset against the United Nations payment). Salary payments at the dependency rather than at the single rate if the staff member has a dependent spouse (based on minimum income levels at the duty station).
Public transportation allowance	Specific to IUCN.	No comparable entitlement in the United Nations.
Special leave	Marriage, death or transfer of residence are cases that are acknowledged for special leave. Leave for study purposes.	Extensive special leave provisions and up to six days uncertified leave per year (see administrative instructions ST/AI/2005/2, ST/AI/2000/4).
Maternity or adoption	14 weeks ( maternity), 6 weeks (adoption) and 5 days (paternity).	Comprehensive provisions on various types of leave in connection with maternity, paternity and the adoption of a child (Administrative instruction ST/AI/2005/2).
Notice period	From 1–3 months, depending on length of service. Shorter notice period during probationary tenure.	From 1–3 months, depending on the type of contract, with 1 month being the minimum.
Dependent children	Under the age of 25	Under the age of 18 or, if in full- time attendance at school or university, up to the age of 21.
Compensation and benefits	Individual negotiations – clarification required from Ramsar Secretariat.	Determined by grade level, Staff Regulations and Rules and related entitlements.
Installation and repatriation	Lowest available airfare regardless of duration plus surface travel as required. Removal of household goods 17m <sup>3</sup> /5m <sup>3</sup> plus insurance. Installation allowance based on IUCN per diem, same on repatriation except where it can be absorbed by another organization.	According to staff rules based on International Civil Service Commission per diem – details can be found in administrative instruction ST/AI/2000/17 on assignment grant and annex IV to the Staff Regulations and Rules on repatriation and in chapter VII of those Regulations and Rules.
Home leave	Every two years	Every year or two years, depending on the location.
Education grant	• Education system in the country of assignment needs	Education grant provisions apply – free choice of educational institution by the

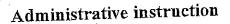
	to be	staff member – the attendance at
	<ul> <li>to be "fundamentally different" and language of education distinct from the mother tongue of the children.</li> <li>There is a need to prove a clear long-term disadvantage by putting the children into a local school.</li> <li>Choice between two options.</li> <li>Through tertiary but not beyond 25 years of age 75 per cent of eligible fees are</li> </ul>	staff member – the attendance at an institution suffices.
	reimbursed.	
	• Through	
	completion of secondary	
	education up to 90	
	per cent of the fees will be reimbursed.	
Working hours	40 hours per week, flexi-	40 hours per week, flexi-time
	time arrangements possible in agreement with the supervisor – core hours need to be respected.	arrangements are possible.
Overtime	Normally compensated by	Normally compensated by
	compensatory time off,	compensatory time off for
	paid overtime rare and subject to specific	General Service staff. Paid overtime needs to be
	approval. No overtime for	specifically approved.
	P staff, ad hoc overtime	
	arrangements for specific events.	
Annual leave	26–30 days, depending on the length of service, carry-over of a maximum of 10 days from one year	30 days per year – carry-over of a maximum of 30 days from one year to the next.
Official holidays	to the next. 9 days per year	9 days per year
Uncertified sick leave	Medical certificate after 3	9 days per year Medical certificate after 3 days
	days of absence.	of absence.

United Nations

Secretariat

6 May 2005

# ST/AI/2005/2



# Family leave, maternity leave and paternity leave

. 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 staff rules 105.2 and 106.3, 205.3 and 206.7 and General Assembly resolution 59/268 of 23 December 2004, hereby promulgates the following:

#### Family leave I.

# Section 1 General

Family leave may be granted under staff rules 105.2 (a) (iii), 106.2 (c), 205.3 (a) (iii) and 206.3 (d), subject to the conditions set out below.

# Section 2

# Family leave under the uncertified sick leave entitlement

In cases of family-related emergencies, for which the entitlement to uncertified sick leave under staff rules 106.2 (c) and 206.3 (d) may be used, the staff member shall make every effort to inform his or her supervisor in advance of the proposed leave and of its duration; if this is not possible, the staff member shall provide the required information on the first day taken as emergency family leave.

# Section 3

# Adoption leave

3.1 The Secretary-General may, under staff rules 105.2 (a) (iii) b and 205.3 (a) (iii), grant special leave with full pay to a staff member who adopts a child subject to the following conditions:

(a) The staff member is expected by the Secretary-General to serve for at least one year after returning from such special leave, and

(b) The child is legally adopted or, in the case of customary or de facto adoption, may be recognized as a dependant of the staff member under the applicable rules. However, leave under this section shall not be granted when the child is a stepchild of the staff member, or when the child has previously been living

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#### ST/AI/2005/2

with the staff member for an extended period of time. Normally, the adopted child must be under the age of 18 years.

3.2 Special leave granted under this section shall be for a continuous period not exceeding eight weeks starting from the date of the adopted child's arrival in the adopting staff member's home.

3.3 When both adoptive parents are staff members and both request adoption leave, their combined periods of leave under this section may not exceed eight weeks. The periods of leave of each spouse may be taken concurrently or sequentially.

3.4 In accordance with staff rule 105.2, service credits for all entitlements shall accrue during the period of special leave with full pay under this section.

3.5 Staff members wishing to avail themselves of special leave under this section are required to submit a request for that purpose to their executive or local personnel office at least one month in advance of the date on which they anticipate the adoption to take place. The request must be accompanied by the following supporting documentation:

(a) The child's birth certificate, or, when it is impossible to obtain a birth certificate, other documentary evidence of the birth of the child satisfactory to the Secretary-General;

(b) When a child has been legally adopted, the staff member shall submit official documentary evidence that the child has been adopted in accordance with the relevant statutory provisions, or that the customary or de facto adoption of the child is formally recognized by prescribed court procedure;

(c) When legal adoption proceedings have been initiated but are not completed, the staff member shall submit official documentary evidence that an adoption proceeding has been initiated and that, pending completion of the proceeding, the child is being entrusted to the staff member's care. Once adoption formalities have been completed, official proof that adoption has taken place must be provided;

(d) In cases of customary or de facto adoption, the staff member shall be required to submit a statement from the appropriate national authorities that legal adoption is not possible because there is no statutory provision for adoption or prescribed court procedure for official recognition of customary or de facto adoption. Additionally, the staff member will be required to certify by affidavit or other appropriate formal statement that the child will be residing with him or her, and that he or she will assume the duties and obligations of a parent vis-à-vis the child. Once the child has arrived in the staff member's home, the staff member shall also submit evidence satisfactory to the Secretary-General that the child resides with the staff member and that a parental relationship has been established.

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# Section 4 Special leave without pay

# Parental leave as special leave without pay under staff rule 105.2 for a newly born or adopted child

4.1 Special leave without pay for a period of up to two years may be granted as parental leave under staff rule 105.2 (a) (iii) b to a staff member who is the mother or the father of a newly born or adopted child, provided the staff member has a permanent appointment, or has completed three years of continuous service on a fixed-term appointment and is expected by the Secretary-General to continue in service for at least six months beyond the date of return from the proposed parental leave.

4.2 In exceptional circumstances, such as serious disability, injury or illness of the child, an additional leave period of special leave up to a maximum of two years may be granted. The staff member's request should be accompanied by a medical certificate attesting to the child's disability or illness. The executive or local personnel office shall consult with the Medical Director or designated medical officer regarding the acceptability of the certificate prior to granting the additional leave.

4.3. When both parents are staff members and both request special leave without pay under this section, the combined periods of leave may not exceed two years under section 4.1, or four years in the exceptional circumstances provided for in section 4.2.

4.4 Requests for parental leave as special leave without pay under this section should normally be submitted to the executive or local personnel office, through the supervisor, at least one month before the commencement of the proposed leave.

4.5 In order to ensure reabsorption of the staff member on return from leave under this section, his or her department or office shall ensure that a post is available at the appropriate level and with functions comparable to those discharged by the staff member before leave was taken. The department or office concerned may require the staff member to undertake training in order to facilitate his or her reabsorption.

# Special leave in cases of death or emergency

4.6 In accordance with staff rules 105.2 (a) (iii) c and 205.3 (a) (iii), special leave without pay may be also granted upon the death of a member of the immediate family of the staff member, which includes a spouse, child, parent, brother or sister, or in case of serious family emergency. Such leave shall normally be granted for a period of up to two calendar weeks, plus necessary travel time, if applicable.

# II. Maternity leave

# Section 5 General

Maternity leave shall be granted under staff rules 106.3 (a) and 206.7 (a) in accordance with the provisions of the present instruction.

#### ST/AI/2005/2

# Section 6 Pre-delivery leave

6.1 Upon submission by the staff member of a certificate from a licensed medical practitioner or midwife indicating the expected date of delivery, the executive or local personnel office shall normally grant pre-delivery leave for a period of six weeks. Any questions or doubts as to the validity of the medical certificate shall be referred to the Medical Director or designated medical officer.

6.2 A shorter period may be granted at the request of the staff member, on the basis of a certification from a licensed medical practitioner or midwife, which must be approved by the Medical Director or designated medical officer, indicating that the staff member is fit to continue to work. Such a shorter period shall normally not be for less than two weeks.

6.3 A staff member who meets the requirements for a shorter period of predelivery leave under section 6.2 above may, at her request, be permitted to work part-time between the sixth and second week preceding the expected date of delivery. In such cases, the half days of absence shall be charged to the staff member's maternity leave entitlement.

6.4 If a period of less than six weeks of pre-delivery leave has been granted, or if the staff member is authorized to work part-time, and it later becomes apparent that the staff member is not fit to continue to work for any reason, the matter shall be referred to the Medical Director or designated medical officer by the executive or local personnel office. The staff member shall be required to commence her predelivery leave immediately when the Medical Director or designated medical officer. determines that the staff member is not fit to continue to work.

### Section 7

## Post-delivery leave

7.1 On the basis of the birth certificate, post-delivery leave shall be granted for a period equivalent to the difference between 16 weeks and the actual period of pre-delivery leave. However, if owing to a miscalculation on the part of the medical practitioner or midwife, the pre-delivery leave was more than six weeks, the staff member shall be allowed post-delivery leave of no less than 10 weeks.

7.2 The executive or local personnel office shall establish the date of return to duty on the basis of section 7.1 above. At the request of the staff member, an earlier date of return to duty may be established, provided a minimum period of six weeks following delivery has elapsed.

#### Section 8

Relationship of maternity leave to other entitlements

# Sick leave and annual leave

8.1 No sick leave shall be granted during maternity leave. Annual leave shall accrue during maternity leave and shall be credited on a monthly basis.

Extension of fixed-term appointments for utilization of maternity leave entitlement

8.2 Pregnant staff members on fixed-term appointments shall be considered for extension or conversion of their appointment under the same criteria as other staff. The fact that a staff member is or will be on maternity leave shall not be a factor in that consideration.

8.3 If, however, on the basis of considerations unrelated to the staff member's pregnancy, a decision is made not to offer a new fixed-term appointment and the current appointment is due to expire during the period of maternity leave, the appointment will be extended to cover the full duration of the leave. This provision shall not apply in cases where the fixed-term appointment expires more than six weeks before the anticipated date of delivery.

8.4 When an appointment is extended solely to enable a staff member to utilize her maternity leave entitlement under section 8.3 above, such extension shall not give rise to any further entitlement to salary increment, annual leave, sick leave or home leave, but credit towards repatriation grant may continue to accrue if the staff member has not returned to her home country. In the event of death during the period of the extension, the period prior to the staff member's death may be taken into account in the determination of the death benefit provided under staff rule 109.10 (a) (vi) or 209.11 (a) (v).

# **III.** Paternity leave

# Section 9 General

9.1 Paternity leave shall be granted under staff rules 106.3 (b) and 206.7 (b), and in accordance with the provisions of the present instruction.

9.2 Paternity leave shall be granted in respect of a child born on or after 23 December 2004, provided that the staff member was in service at the time of the birth, subject to the transitional measure set out in section 12.2 of the present instruction.

9.3 For the purposes of the present instruction, a "non-family duty station" means a special peacekeeping, political or humanitarian mission or a duty station where security phase III or above is in effect on the date of birth of the child.

# Section 10 Paternity leave requests

10.1 A staff member wishing to avail himself of paternity leave is required to submit a request for paternity leave through the supervisor to the executive or local personnel office at least one month before the commencement of the proposed leave.

10.2 If the request for paternity leave is submitted after the birth of the child, it must be accompanied by a birth certificate. If the request is submitted prior to the birth of the child, it must be accompanied by a certificate from a licensed medical practitioner or midwife indicating the expected date of delivery and subsequently supplemented by a birth certificate.

# ST/AI/2005/2

10.3 The staff member may request paternity leave for a total period of up to four weeks or, in the case of an internationally recruited staff member serving at a nonfamily duty station, up to eight weeks. In exceptional circumstances, such as incapacity or death of the mother, inadequate medical facilities or medical complications encountered at time of pregnancy or after the birth, the staff member may request leave for a total period of up to eight weeks. Decisions regarding the adequacy of medical facilities at the duty station to address the medical condition of the mother or the existence of medical complications shall be made upon the recommendation of the authorized United Nations medical officer at the staff member's duty station.

10.4 Upon submission by the staff member of a request and the necessary documentation, the executive or local personnel office shall grant paternity leave.

10.5 The staff member may take the paternity leave either continuously or in separate periods up to the maximum entitlement during the year following the birth of the child, provided it is completed during that year. Where the mother is also a staff member, paternity leave may be taken either at the same time as post-delivery maternity leave or after the mother has returned to work.

10.6 The paternity leave entitlement may be used only once during each twelvemonth period.

#### Section 11

#### Relationship of paternity leave to other entitlements

### Sick leave and annual leave

11.1 No sick leave shall be granted during paternity leave. Annual leave shall accrue during paternity leave and shall be credited on a monthly basis.

## Extension of fixed-term appointments for utilization of paternity leave entitlement

11.2 The fact that a staff member is or will be on paternity leave shall not be a factor in considering extension or conversion of appointment.

11.3 If, however, on the basis of considerations unrelated to the staff member's decision to take paternity leave, a decision is made not to offer a new fixed-term appointment and the current appointment is due to expire during the period of paternity leave, the appointment will be extended to cover the full duration of the leave.

11.4 When an appointment is extended solely to enable a staff member to utilize his paternity leave entitlement under section 11.3 above, such extension shall not give rise to any further entitlement to salary increment, annual leave, sick leave or home leave, but credit towards repatriation grant may continue to accrue if the staff member has not returned to his home country. In the event of death during the period of the extension, the period prior to the staff member's death may be taken into account in the determination of the death benefit provided under staff rule 109.10 (a) (vi) or 209.11 (a) (v).

# Section 12 Final provisions

12.1 The present administrative instruction shall enter into force on 16 May 2005.

12.2 As a transitional measure, paternity leave shall be granted, upon the request of the staff member, in respect of a child who was less than one year old when General Assembly resolution 59/268 of 23 December 2004 was adopted, provided the leave is completed by 30 September 2005.

12.3 Administrative instructions ST/AI/1999/12 of 8 November 1999 and ST/AI/2002/7 of 24 October 2002 are hereby abolished.

Andrew Toh Officer-in-Charge Department of Management

ANNEX IX

ST/AI/2005/3

United Nations



# Secretariat

6 May 2005

(Consolidated text)

# CONSOLIDATED TEXT OF ST/AI/2005/3, AS LAST AMENDED BY ST/AI/2005/3/Amend.1, effective 1 January 2008

# Administrative instruction

# Sick leave

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 staff rules 106.2, 206.3 and 306.2 and General Assembly resolution 59/268 of 23 December 2004, hereby promulgates the following:

# Section 1

General

1.1 Sick leave may be granted under staff rules 106.2, 206.3 and 306.2 in accordance with the provisions of the present instruction. However, sick leave for staff members on an appointment of limited duration under the 300 series of the Staff Rules shall be governed by the relevant provisions of the administrative instruction governing appointments of limited duration.

1.2 All sick leave must be supported by a certificate or report from a medical practitioner licensed to practise where the certificate or report is issued, except when uncertified sick leave is permitted under conditions set out in staff rules 106.2 (c), 206.3 (c) and 306.2 (iii).

## Section 2

# Certification of sick leave

- 2.1 Unless uncertified sick leave is allowed under section 1.2 above, a staff member who is unable to perform his or her duties by reason of illness or injury must submit a medical certificate or a medical report, as provided in sections 2.2 and 2.3 below, no later than the twentieth working day following the initial absence from duty.
- 2.2 A total of up to 20 working days taken cumulatively or consecutively during a twelve-month period may be approved as certified sick leave by the executive or local personnel office upon submission by the staff member of a certificate

05-33784 (E) 110505 \*0533784\* from a licensed medical practitioner indicating the date or dates of absence from duty by reason of illness, injury or incapacitation, without identification of diagnosis, or upon submission by the staff member of form MS.40, duly completed and signed by the attending physician.<sup>1</sup>

2.3 After 20 working days of sick leave have been certified in accordance with section 2.2, certification of further sick leave by the Medical Director or designated medical officer shall be required. For that purpose, the staff member shall submit to the executive officer or other appropriate official, in a sealed envelope, a detailed medical report from a licensed medical practitioner.

2.4 However, no medical report need be submitted under section 2.3 above in the following cases:

(a) The period of absence owing to illness or injury has already been certified by the Medical Director or designated medical officer on the basis of a "sent home" slip;

(b) The staff member claims sick leave for half a day owing to a visit to a licensed medical practitioner, in which case certified sick leave may be approved by the executive officer or other appropriate official on submission of a medical certificate indicating that the staff member consulted the doctor or dentist.

2.5 If no certificate or report is submitted as required by sections 2.1 to 2.4 above or if the sick leave is not certified by the Medical Director or designated medical officer, absence shall be treated as follows for administrative purposes:

(a) For staff appointed under the 100 and 200 series of the Staff Rules, the absence shall be treated as unauthorized absence in accordance with staff rules 105.1 (b) (ii) and 205.1 (d). However, if the staff member belatedly submits the required medical certificate or report and establishes to the Secretary-General's satisfaction that the late submission was attributable to circumstances beyond his or her control, the absence may be charged to sick leave upon certification by the Medical Director or designated medical officer;

(b) For staff appointed under the 300 series of the Staff Rules, the period of uncertified absence shall be treated as special leave without pay in accordance with staff rule 306.2 (iii).

#### Section 3

Relationship of sick leave to other entitlements under the 100 and 200 series

# Exhaustion of sick leave entitlement

3.1 When the entitlement to sick leave has been exhausted, further certified sick leave shall be charged to annual leave. When the entitlements to sick leave and

<sup>&</sup>lt;sup>1</sup> For the purpose of implementation and in cases of doubt, staff members are reminded of the provisions of staff rule 106.2 (g) which provides, "A staff member may be required at any time to submit a medical report as to his or her condition or to undergo a medical examination by the United Nations medical services or a medical practitioner designated by the Medical Director. When, in the opinion of the Medical Director, a medical condition impairs a staff member's ability to perform his or her functions, the staff member may be directed not to attend the office and requested to seek treatment from a duly qualified medical practitioner. The staff member shall comply promptly with any direction or request under this rule."

annual leave have been exhausted, the staff member shall be placed on special leave without pay.

3.2 When a staff member has used all of his or her entitlement to sick leave with full pay, the executive or local personnel office shall bring the situation to the attention of the Medical Director or designated medical officer in order to determine whether that staff member should be considered for a disability benefit under article 33 (a) of the Regulations of the United Nations Joint Staff Pension Fund while the staff member is on sick leave with half pay. When the staff member is being considered for such a benefit and paid leave entitlements have been exhausted because of a delay in the medical determination of the staff member's incapacity for further service or in the decision by the United Nations Staff Pension Committee whether to award a disability benefit, the staff member shall be placed on special leave with half pay until the date of such decision.

# Combination of sick leave on half pay with annual leave or half-time duty

3.3 Each day of sick leave at half pay may be combined with one-half day's annual leave, provided the staff member previously agrees to such arrangement. In such case, both a whole day's sick leave on half pay and a half-day's annual leave shall be charged for each working day involved.

3.4 When a staff member returns to duty on a half-time basis, he or she may be paid for the other half working day on the basis of a whole day's sick leave at half pay, provided the staff member has previously agreed to such an arrangement. In such case, both the half-day worked and the whole day's sick leave at half pay shall be charged for each working day involved.

3.5 Other combinations may be made, if requested by the staff member, provided that the interests of the staff member are duly taken into account and that such arrangements are consistent with the Staff Regulations and Rules.

# Accrual of annual leave during sick leave

3.6 In accordance with staff rules 105.1 (a) and 205.1 (a), a staff member shall accrue annual leave:

(a) While on sick leave with full-pay status;

(b) While absent from work under an agreed arrangement whereby a halfday of annual leave is combined with a full day of sick leave at half pay;

(c) While absent from work under an agreed arrangement whereby half-time duty is combined with a full day of sick leave at half pay.

#### Effect of sick leave on entitlements other than annual leave

3.7 Periods of sick leave, whether on full or half pay, shall not affect the accrual of service credits towards salary increment, home leave, termination indemnity and repatriation grant. Staff members who are on sick leave with half pay after exhausting their sick leave on full pay and who cannot be maintained on full-pay status through a combination of sick leave on half pay with accrued annual leave or half-time duty, shall receive:

(a) Half their base salary and post adjustment, where applicable;

(b) The full amount of the following allowances and benefits: dependency allowance, language allowance, education grant, mobility and hardship allowance, rental subsidy and non-resident's allowance and health insurance subsidy, as applicable. Individual allowances and benefits linked to the performance of functions under defined circumstances, as is the case for special post allowance, salary differential or night differential, shall not be payable.

# Sick leave within a period of annual leave

3.8 If sick leave for a period of more than five consecutive working days is requested within a period of annual leave under staff rule 106.2 (e) and the sick leave involves an extension of the period of absence from work, the executive officer or other appropriate official must be informed before the approved period expires, where practicable with the submission of a medical certificate or report, as appropriate. The executive officer or other appropriate official shall inform the Medical Director or designated medical officer of the situation. The request for approval of sick leave during annual leave must be submitted together with the requisite medical certificate or report, immediately upon return to duty.

## Extension of fixed-term appointments for utilization of sick leave entitlement

3.9 When a staff member on a fixed-term appointment is incapacitated for service by reason of an illness that continues beyond the date of expiration of the appointment, he or she shall be granted an extension of the appointment, after consultation with the Medical Director or designated medical officer, for the continuous period of certified illness up to the maximum entitlement to sick leave at full pay and half pay under staff rules 106.2 or 206.3.

3.10 When a staff member's fixed-term appointment is extended solely to enable him or her to utilize his or her sick leave entitlement, such extension shall not give rise to any further entitlement to salary increment, annual leave, sick leave, maternity leave, paternity leave or home leave, although credit towards repatriation grant may continue to accrue if the staff member has not returned to his or her home country. Sick leave on half pay during the period of extension may not be supplemented by annual leave. In the event of death during the period of extension, the period prior to the death may be taken into account in the determination of the death benefit provided in staff rules 109.10 (a) (vi) or 209.11 (a) (v).

# Section 4 Final provisions

The present administrative instruction shall enter into force on 16 May 2005.

(Signed) Andrew Toh Officer-in-Charge Department of Management

ANNEX X

United Nations

ST/A1/2000/4



# Secretariat

5 April 2000

# Administrative instruction

# Sabbatical leave programme

The Under-Secretary-General for Management, pursuant to section 4.2 of Secretary-General's bulletin ST/SGB/1997/1 of 28 May 1997, and for the purpose of defining the conditions under which staff members may be granted sabbatical leave, promulgates the following:

# Section 1 General provisions

1.1 The objectives of the sabbatical leave programme are:

(a) To provide an opportunity for staff members to bring added value to their contribution to the Organization and to enhance their professional growth through the pursuit of studies and research projects on issues related to the work of the United Nations;

(b) To enhance dialogue and build contacts between the United Nations and other organizations and institutions engaged in related work worldwide, as well as to expose United Nations staff members to state-of-the-art research and practices on issues on the international agenda.

1.2 Sabbatical leave may be approved for eligible staff members seeking to pursue projects of study and research not only in recognized universities but also in independent institutions worldwide, in participating research and training centres of the United Nations University, or in institutions that are members of the Academic Council on the United Nations System. The participating research and training centres of the United Nations System. The participating research and training centres of the United Nations University and institutions that are members of the Academic Council on the United Nations that are members of the Academic Council on the United Nations System are listed in the annual information circular on the sabbatical leave programme:

1.3 Staff members shall be responsible for:

(a) Identifying the institution in which they propose to carry out their studies;

(b) Securing their acceptance by that institution for the purpose of carrying out the proposed studies at a specified time during the year for which the sabbatical leave was approved;

(c) Ascertaining the type of support services and facilities that the institution is prepared to provide during the period of sabbatical leave.

# Section 2 Eligibility

The programme is open to United Nations staff members with five years of service with the Organization and who are expected to serve for no less than two years after the completion of the sabbatical leave.

# Section 3 Duration

Sabbatical leave may be approved for a period normally not in excess of four months, subject to release of the staff member by the head of office or department concerned. Staff who require an extension on an exceptional basis may request it in accordance with section 5.2 of the present instruction.

# Section 4

# Application and selection process

4.1 Eligible staff members interested in the programme shall submit an application in accordance with the detailed provisions contained in the annual information circular on the sabbatical leave programme.

4.2 Applications shall be evaluated on the basis of the following criteria:

(a) Importance of the study. This element shall be assessed on the basis of the importance of the issue in the proposed field of study and its relevance to the current and future work of the United Nations and to the current or future responsibilities of the applicant;

(b) Feasibility of the proposed study and whether it can be undertaken and completed within the proposed period of the sabbatical leave;

(c) Appropriateness of the planned methodology;

(d) Quality of the proposal, demonstrating awareness of the latest developments in the area of study;

(e) Suitability of the candidate, including demonstrated ability to perform independent work. This element shall be assessed on the basis of the staff member's qualifications and/or experience and the references provided by the applicant;

(f) Expected usefulness of the completed study to the United Nations.

4.3 The Assistant Secretary-General for Human Resources Management, assisted by a selection committee, shall review the proposals submitted and make a final selection. The Committee shall be composed of representatives of the Academic Council on the United Nations System, senior United Nations staff members with experience in the substantive areas of the proposals submitted for consideration that calendar year and the staff.

4.4 The Office of Human Resources Management shall consult the heads of offices and/or departments to confirm the release of selected staff members.

4.5 The selected staff member shall be informed of the decision and be requested to accept in writing the specified conditions of the award.

# Section 5

# Terms and conditions of sabbatical leave

5.1 The sabbatical leave shall normally be taken during the calendar year following the year in which the application was submitted.

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5.2 The staff member shall be placed on special leave with full pay for the sabbatical leave period. Staff members on sabbatical leave shall continue to receive salary, post adjustment and all related entitlements, such as rental subsidy and education grant, applicable to their regular duty station. The provisions of appendix D of the United Nations Staff Rules shall cover initial and return travel, as well as activities directly related to the course of study and on school premises. Should the staff member request additional time to complete the study, leave without pay may be granted on an exceptional basis subject to exigencies of work and contingent on the approval of the office or department concerned.

5.3 While on special leave with full pay, staff members shall continue to accrue service credits towards sick, annual and home leave, salary increments, seniority, termination indemnity and repatriation grant. If the sabbatical leave continues after four months, on special leave without pay, no credits shall accrue during that period. In accordance with section 8.1 (b) of ST/AI/1999/17 of 23 December 1999, if a staff member is in receipt of a special post allowance before going on sabbatical leave for a period of three months or longer, such allowance shall be discontinued as of the first day of the sabbatical leave period.

5.4 The United Nations shall pay for the cost of one round-trip travel for the staff member to the place of study and for the cost of unaccompanied shipment by air of 50 kilograms (110 pounds) each way. The staff member shall be responsible for the cost of any other travel for himself or herself and for any dependants, as well as for the cost of books, educational materials, fees for attendance or participation in conferences, courses or other meetings and activities.

5.5 A stipend to cover partial living expenses, in an amount to be determined yearly by the Office of Human Resources Management, shall be paid to staff members during the period of sabbatical leave with full pay, provided the institution is beyond commuting distance from the duty station and the staff members have actually rented accommodation in the area near the institution. Staff members shall be informed in advance of the amount of the stipend.

5.6 Within six months of completion of their sabbatical leave, staff members shall submit a report on the study they have undertaken to the head of the office or department concerned, who shall forward a copy to the Assistant Secretary-General for Human Resources Management. In order to assess the impact of the sabbatical leave programme, in the year after the completion of the programme, the Office of Human Resources Management shall require staff members and their supervisors to complete a follow-up questionnaire to determine the benefits of the programme for the department concerned and for the staff member.

# Section 6 Final provisions

6.1 The present administrative instruction shall enter into force on 1 May 2000.

6.2 Information circular ST/IC/1996/41 of 11 July 1996 is hereby abolished.

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

# United Nations

ST/A1/2000/20



# Secretariat

22 December 2000 (Consolidated Text)

# Administrative instruction

# Official travel

(CONSOLIDATED TEXT OF ST/AI/2000/20, AS LAST AMENDED BY ST/AI/2002/2 AND ST/AI/2005/7)

The Under-Secretary-General for Management, pursuant to section 4.2 of the <u>Secretary-General's bulletin ST/SGB/1997/1</u>, and for the purpose of implementing staff rules 107.1, 107.2, 107.3, 107.6, 107.7, 107.8, 107.9, 107.10, 107.13, 107.15, 207.1, 207.2, 207.3, 207.4, 207.5, 207.6, 207.15, 207.16, 207.17, 307.1, 307.2, 307.3 and 307.4, hereby promulgates the following:

# Section 1

Scope

1.1 The provisions of the present instruction shall apply to official travel of:

(a) Staff members appointed under the 100 and 200 series of the Staff Rules and their eligible family members;

(b) Staff members recruited under staff rule 301.1 (a) (i) on short-term appointments for conference and other short-term service;

(c) Staff members recruited under staff rule 301.1 (a) (ii) on appointments of limited duration, except as otherwise provided in the administrative instruction on appointments of limited duration.

1.2 When travel is authorized for individuals who are not staff members, such as consultants, individual contractors or members of committees, it shall be on the basis of the standards established for staff members by the present instruction, except where otherwise expressly provided.<sup>1</sup> [ST/SGB/107/Rev.6]

The special rules governing payment of travel expenses and subsistence allowances in respect of members of organs and subsidiary organs of the United Nations are contained in ST/SGB/107/Rev. 6 of 25 March 1991.

# Section2

Official travel of staff members and their eligible family members

2.1 Official travel may be authorized for staff members in accordance with staff rules 107.1, 207.1 and 307.1 and the conditions specified by the Secretary-General in respect of specific forms of official travel.

2.2 Official travel may be authorized for eligible family members of staff appointed under the 100 and 200 series of the Staff Rules in accordance with staff rules 107.2, 107.3 and 207.2 and the conditions specified by the Secretary-General in respect of specific forms of official travel.

### Section 3

# Authorization for official travel

3.1 Under staff rules 107.6, 207.4 and 307.2, all official travel must be authorized in writing before it is undertaken. In exceptional cases, staff members may be orally authorized to travel. In such cases, written confirmation shall be required.

3.2 Official travel is further regulated as follows:

(a) Official travel by senior officials at the Under-Secretary-General level and by heads of mission in the field shall be reported to the Executive Office of the Secretary-General on a quarterly basis, using form SG.33. The report shall include the following:

(i) The anticipated dates to be spent away from the duty station for the next-three months, including dates of travel;

(ii) The actual dates spent away from the duty station during the previous three months, including dates of travel;

(b) Twice a year, in January and July, the amount of United Nations funds spent on official travel during the preceding six-month period shall be reported to the Executive Office of the Secretary-General. Wherever feasible, Under-Secretaries-General and heads of mission shall inform the local United Nations office or mission of their presence;

(c) To the extent possible, senior officials should avoid attending the same event;

(d) Travel undertaken by senior officials at the Assistant Secretary-General level shall be authorized by their respective heads of department.

#### (Section 3.2 as amended by ST/AI/2005/7, effective 1 July 2005)

# Section 4

#### Standard of accommodation

4.1 The standard of accommodation for official travel shall be determined in accordance with staff rules 107.10, 207.6 and 307.3, as complemented by the provisions of this section.

4.2 For official travel by air, the standard of accommodation shall be economy class, except as provided in (a) and (b) below:

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(a) For Under-Secretaries-General. Assistant Secretaries-General and, where applicable, their eligible family members, the class immediately below first class shall be provided for travel on official business. on appointment, reassignment or separation, on home leave and family visit, irrespective of the duration of the particular flight. However, Under-Secretaries-General and Assistant Secretaries-General designated to represent the Secretary-General on ceremonial occasions or to undertake missions in the exercise of the Secretary-General's good offices under the Charter of the United Nations or resolutions of the General Assembly or the Security Council may, on the approval of the Secretary-General, be provided with first-class travel accommodation, irrespective of the duration of the flight involved;

(b) For staff members below the Assistant Secretary-General level and, where applicable, their eligible family members, the class immediately below first class shall be provided for travel on official business and on appointment, assignment or separation:

(i) When the duration of a journey is nine hours or longer;

(ii) For round-trip travel, when the duration of either journey is nine hours or longer.

(c) For the purposes of (b) above, the duration of a particular journey shall be determined on the basis of the combined flying time of all legs of the journey to a given destination by the most direct and economical route available, provided the journey is not interrupted for official stops of more than one day. The flying time shall include scheduled stops for change of planes or other purposes, but shall exclude travel time to and from airports. Up to four hours for connections between flights may be included in the flying time for the particular journey.

4.3 Air travel accommodation under the applicable standards defined by section 4.2 shall be provided at the most economical rate appropriate, including discounted airfares. The Organization shall assume responsibility for the surcharge that may be imposed after tickets have been issued if changes in the original travel plans were necessitated by the Organization or for other compelling reasons.

4.4 For official travel to missions or conferences, special arrangements may be made for group travel, in which case the provisions of section 4.2 (a) and (b) may not apply.

4.5 A standard of accommodation for air travel higher than that authorized under normally applicable rules may be approved on an exceptional basis when, in the opinion of the Secretary-General, special circumstances warrant it, such as for duly certified medical reasons. Requests for exceptions shall be submitted in writing to the Under-Secretary-General for Management well in advance of travel. Such requests shall be made through the submission of form TTS.3.

# (Section 4.5 as amended by ST/AI/2002/2, effective 15 February 2002)

4.6 In accordance with staff rules 107.10 (f), 207.6 (b) and 307.3 (b), if a staff member or family member travels by more economical accommodation than the approved standard for the authorized destination, the United Nations shall only pay for accommodation actually used, at the rate paid by the traveller. Use of a more economical fare shall not entitle the staff member to apply any savings to any deviation from the approved itinerary nor to additional stopovers or further transportation. For travel on home leave or family visit, special arrangements may be authorized. The staff member shall be responsible for any delays, penalties or additional expenses incurred as a result of taking a lower fare or making special arrangements.

#### Section 5

# Travel time other than on home leave or family visit

## Travel time by direct route and normal mode

5.1 On travel by the most direct and economical route, either by air or by the fastest available surface mode of transportation when air travel is not feasible, actual travel time spent during a working day shall not be charged to annual leave. Neither shall annual leave be charged for a stopover authorized for rest purposes in accordance with section 5.4 (c), or for unavoidable stopovers which cannot reasonably be regarded as rest stops.

5.2 A staff member shall not be entitled to additional days of annual leave to compensate for official travel on days considered as non-working days at the staff member's duty station.

# Travel time by other than direct route and normal mode.

5.3 <u>Staff members travelling for all or part of a journey by an indirect air route, or</u> wholly or in part by surface when air transportation is the normal mode. or by other than the fastest available surface means of transportation when air travel is not feasible, shall be granted travel time not chargeable to annual leave only for the time which would have been required had the travel been undertaken by the most direct route and normal mode.

# Rest periods and authorized stopovers

5.4 For travel by air or mostly by air, staff members shall be entitled to rest periods before commencing duties or a stopover for rest purposes as follows:

(a) If the scheduled time for the journey is more than 6 hours but not more than 10 hours, the staff member shall not normally be required to commence duty within 12 hours of arriving at the destination;

(b) If the scheduled time for the journey is more than 10 hours but not more than 16 hours, the staff member shall not normally be required to commence duty within 24 hours of arriving at the destination;

(c) If the scheduled time for the journey is more than 16 hours, the staff member may have one stopover for rest purposes, which shall not exceed 24 hours, at an intermediate point in the journey, with travel subsistence allowance. If the final stage of the journey is more than 6 hours, the staff member shall not normally be required to commence duty within 12 hours of arriving at the destination. As an alternative to the rest stopover, the staff member may have a rest period not exceeding 24 hours on arriving at the destination; (d) Rest stopovers shall normally be taken in the course of an air journey. However, a rest stopover may also be taken at the end of the air portion of a journey while awaiting onward travel by another mode of transportation.

5.5 In computing the scheduled time under section 5.4, a maximum of four hours shall be allowed for each necessary waiting period between connecting flights.

#### Section 6

# Travel time on home leave or family visit

6.1 For travel on both the outward and the return journey on home leave or family visit, staff members shall be granted a fixed amount of travel time not chargeable to annual leave, determined on the basis of the most direct flight available as follows:

(a) One day for each journey of less than 10 hours;

(b) Two days for each journey of 10 hours or longer but less than 16 hours; and

(c) Three days for each journey of 16 hours or more.

6.2. The travel time approved in accordance with section 6.1 shall include any authorized rest period or stopover made by the staff member and the time required for any additional journey to or from:

(a) The place of home leave as established under staff rules 105.3 (d) and 205.2 (c) for travel within the home country, or

(b) The place of entitlement for family visit travel when the place of entitlement is in a country other than the home country.

6.3 The fixed amount of travel time to which staff members are entitled shall be set out in the information circular on official travel issued by the Under-Secretary-General for Management.

6.4 One stopover for rest purposes, which shall not exceed 24 hours, may be authorized at an intermediate point in the journey, with travel subsistence allowance, for journeys of 10 hours or longer for staff members travelling on home leave with children under the age of 12, when they have not availed themselves of the lumpsum option under section 10. No stopovers shall be granted in connection with family visit travel or education grant travel.

6.5 An adjustment of up to two additional days, not chargeable to annual leave, may be made if the staff member can show that the actual travel time by the most direct and fastest mode of transportation, including any authorized stopover, exceeds the approved amount of travel time. There shall be no entitlement to travel subsistence allowance for the additional days of travel time.

#### Section 7

Deviations from the approved route, mode of transportation or standard of accommodation

7.1 Pursuant to staff rules 107.8 (b), 207.5 (c), 207.6 (b) and 307.3 (d), when staff members are permitted to travel for their personal convenience by a route, mode of transportation or standard of accommodation other than the approved one, their entitlement in respect of a particular journey shall be limited to the maximum travel

expenses and travel time to which they would have been entitled had the travel been undertaken by the approved route, mode of transportation and standard of accommodation. The maximum travel expenses shall be calculated on the basis of the most economical airfare by a direct route at the appropriate standard and rate, in accordance with section 4.

7.2 Staff members travelling by an indirect route who are otherwise eligible for a stopover shall be entitled to such stopover with appropriate travel subsistence allowance on the basis of travel time by a direct route, provided that the stopover actually made complies with the requirements of sections 5.4 (c) and 6.4 of the present instruction.

# Section 8 Terminal expenses

8.1 Reimbursement of terminal expenses authorized under staff rules 107.13, 207.15 and 307.3 (a) shall be made as follows:

(a) Terminal expenses incurred for each required trip by means of public conveyance between the airport or other point of arrival or departure and the hotel or other place of dwelling shall be reimbursed in a fixed amount in respect of the staff member and, where applicable, each eligible family member authorized to travel at United Nations expense. Such fixed amounts, and any reduction applicable when an official United Nations or government vehicle is made available for the trip, shall be set out in the information circular on official travel issued by the Under-Secretary-General for Management.

(b) No expenses shall be reimbursable in respect of:

(i) An intermediate stop which is not authorized, or

(ii) An intermediate stop of less than six hours which does not involve leaving the terminal, or is exclusively for the purpose of making an onward connection.

8.2 Terminal expenses paid in accordance with section 8.1 shall be deemed to cover all expenses for transportation between the airport or other point of arrival or departure and the hotel or other place of dwelling, including transfer of baggage and other related incidental charges.

8.3 Claims for reimbursement of terminal expenses shall be made in accordance with the provisions of section 11.

# Section 9

# Travel advances

9.1 An advance of 100 per cent of the estimated travel subsistence allowance may be made to a staff member authorized to travel on official business. No advance shall be made in respect of other additional reimbursable expenses, such as terminal expenses under staff rules 107.13, 207.15 and 307.3 (a), or miscellaneous travel expenses under staff rules 107.19 and 207.19.

9.2 No travel advance shall be granted for travel on separation from service.

9.3 An advance of up to 75 per cent of the estimated travel subsistence allowance may be made to individuals who are not staff members, such as consultants, individual contractors or members of committees.

# Section 10

# Lump-sum option for travel by air on home leave, family visit or education grant travel

10.1 For travel by air on home leave, family visit or education grant travel, staff members appointed under the 100 and 200 series of the Staff Rules may opt for a lump-sum payment in lieu of all entitlements related to the particular travel by air.

10.2 The lump sum payable under this section shall amount to 75 per cent of the full economy-class fare by the least costly scheduled air carrier between the staff member's duty station and:

(a) The closest airport to the established place of entitlement for home leave or family visit travel;

(b) The established place of home leave or the educational institution, whichever is the less costly, for education grant travel.

For children entitled to reduced-fare tickets, the lump sum shall be 75 per cent of the applicable reduced fare.

10.3 By selecting the lump-sum option, a staff member agrees to waive all entitlements relating to home leave, family visit or education grant travel that would otherwise have been payable, except as provided in section 10.4. No additional payment shall be made once the option has been exercised.

10.4 The following entitlements shall not be affected by the exercise of the lumpsum option:

(a) Travel time not chargeable to annual leave shall be granted in accordance with section 6;

(b) Compensation under Appendix D to the Staff Rules, provided the travel is by a direct route between the staff member's duty station and the established place of home leave, or authorized place of family visit travel, as applicable.

10.5 The lump-sum option shall not be available on a partial basis. It must cover both the outward and the return journeys for home leave, family visit or education grant travel, and all travel related to a particular home leave by the staff member and his or her eligible family members, even when separate home leave travel has been authorized. However, when a staff member's home leave travel is combined with travel on official business, the staff member may exercise the option in respect of his or her eligible family members.

10.6 Once the lump-sum option has been selected, it shall not be possible to revert to the normal travel entitlement for the specific travel.

10.7 The Organization shall not be responsible for delays or additional expenses

<sup>2</sup> Where necessary, form PT.165 may be adjusted at offices away from Headquarters.

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that may be incurred or liabilities that may arise as a result of the exercise of the lump-sum option. It is the staff member's responsibility to take out appropriate travel cancellation insurance. However, when the exigencies of service make it imperative for the staff member to postpone the home leave or family visit travel for

which the lump sum was paid, the Organization shall assume responsibility for surcharges or fees that may be imposed as a result of the ticket changes, but not for any fare increase.

10.8 Staff members who wish to obtain the information necessary for them to decide whether to exercise the lump-sum option shall so inform their executive or administrative office, which will proceed in accordance with the procedures set out in the information circular on official travel issued by the Under-Secretary-General for Management and ensure that the staff member completes part B of form PT.165, "Lump-sum travel".<sup>2</sup>

# Section 11 Travel claims

#### General

11.1 Staff members shall, within two calendar weeks after completion of travel other than under the lump-sum option, submit a completed travel reimbursement claim on form F.10 to their executive or administrative office. in accordance with the instructions set out in that form, including those governing the documentation tobe submitted.

11.2 Recovery of travel advances through payroll deduction shall be initiated if a staff member fails to submit a duly completed F.10 form, together with the supporting documentation, within two calendar weeks after completion of travel.

11.3 If, on review of the claim, it is determined that the travel advance exceeded the amount of reimbursable travel expenses, the staff member shall be informed of the amount of overpayment, which shall be recovered through payroll deduction.

# Travel under the lump-sum option

11.4 Staff members having selected the lump-sum option under section 10 of the present instruction shall, within two calendar weeks after completion of travel, complete part C of form PT.165 and provide the certification and supporting evidence required in that form.

11.5 The entire amount of the lump sum shall be recovered through payroll deduction if the staff member fails to submit a duly completed PT.165 form and the requested documentation within two calendar weeks after completion of travel.

# Section 12 Final provisions

12.1 The present administrative instruction shall enter into force on 1 January 2001.

12.2 The following administrative instructions and information circulars are hereby abolished:

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(a) ST/A1/133 of 8 April 1959:

(b) ST/Al/206/Rev.3 and Amend.2 of 29 February 1988 and 5 November 1992, respectively;

(c) ST/Al/249/Rev.3 of 29 March 1989;

(d) ST/A1/319 of 12 September 1984;

(e) ST/AI/381 of 24 December 1992;

(f) ST/AI/1999/10 of 29 September 1999;

(g) ST/IC/1990/13 and Amend.5 of 19 March 1990 and 28 December 1995, respectively.

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

# United Nations



ST/AI/2000/17

ANNEX XII

# 11 December 2000

# Administrative instruction

# Assignment grant

The Under-Secretary-General for Management, pursuant to section 4.2 of Secretary-General's bulletin ST/SGB/1997/1 and for the purpose of implementing the provisions of staff rules 107.20 and 203.10, hereby promulgates the following:

# Section 1

**General provisions** 

#### Purpose

1.1 The purpose of the assignment grant (the "grant") is to provide staff members with a reasonable cash amount for relocation on initial appointment, assignment or transfer to a duty station. It is the total compensation payable by the Organization for costs incurred by the staff member and his/her family members as a result of an appointment, assignment or transfer involving relocation, as well as any predeparture expenses that the staff member may incur as a result.

## Elements

1.2 The grant consists of:

(a) A daily subsistence allowance (DSA) portion, payable in accordance with section 2; and

(b) A lump-sum portion, payable in accordance with section 3.

The conditions of payment of each portion of the grant are summarized in annex I to the present instruction.

# Eligibility

1.3 Staff in the Professional and higher categories, Field Service staff, internationally recruited General Service staff appointed under the 100 series of the Staff Rules and project personnel appointed under the 200 series of the Staff Rules shall be eligible for payment of the grant, provided they meet the requirements set out in the present instruction. The grant, however, shall not be payable in connection with appointment or assignment to a special mission.

1.4 An eligible staff member shall normally be entitled to payment of the grant when he or she has been authorized to proceed on travel involving relocation on initial appointment, assignment or transfer, and when the period of service at the new duty station is expected to be for at least one year.

1.5 The grant shall not be paid to a staff member recruited from the area within commuting distance of the duty station unless he or she demonstrates that it was necessary to change accommodation as a direct consequence of the appointment, for instance after moving out of a house formerly provided by his or her Government. Other accommodation changes within the area of commuting distance, and promotion or conversion to the Professional category at the same duty station, shall not give rise to payment of the grant.

1.6 When the appointment or assignment to a new duty station is for less than one year and the Secretary-General, under staff rule 103.7 (d) (ii) or staff rule 203.9 (d), has decided to apply the post adjustment applicable to the duty station and related entitlements such as the assignment grant, the grant shall be paid in accordance with the provisions of section 6.2.

1.7 The grant shall be paid to eligible staff who are assigned or transferred from one duty station to another within the same country, provided the assignment or transfer necessitates a change of accommodation.

# Categories of duty stations

1.8 The amount of the grant may vary depending upon the classification of the duty station to which a staff member is appointed or assigned, as shown in annex I to the present instruction. All duty stations are placed by the International Civil Service Commission in one of six categories of duty stations, i.e., H and A to E. The H category comprises headquarters duty stations and other duty stations having similar conditions of life and work. The A to E categories comprise all other duty stations, classified by order of difficulty of conditions of life and work. Staff are informed of the category of their duty station by an annual information circular which may be amended in the course of the year owing to a change in classification.

# Spouses who are both staff members

1.9 When a staff member is married to another staff member or to a staff member of another organization of the United Nations common system, payment of the grant to one or both spouses shall be governed by section 4.

# Section 2 DSA portion

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2.1 The DSA portion shall normally consist of subsistence allowance for 30 days at the daily rate applicable at the duty station in respect of the staff member and at half such daily rate in respect of each family member for whom the staff member had an entitlement to travel expenses to the duty station at the time of initial appointment, assignment or transfer to the duty station, and for whom such travel expenses have been paid by the Organization. 2.2 At duty stations other than those classified in the H category, the normal 30day period may be extended up to a maximum of 90 days, in accordance with staff rules 107.20 (c) (ii) and 203.10 (c).

# DSA portion in respect of eligible family members

2.3 Entitlement to the DSA portion of the grant in respect of any eligible family member shall arise when the following conditions are met:

(a) The family member travels at United Nations expense, in compliance with the rules governing official travel of family members, and

(b) The family member arrives at the duty station at least six months prior to the date on which the staff member's service at the duty station is expected to end. This requirement may be waived in respect of dependent children attending an educational institution outside the duty station.

# Computation and currency of payment

2.4 The DSA portion of the grant at each duty station shall be paid in accordance with the provisions of the administrative instruction on the system of daily subsistence allowance,<sup>1</sup> [ST/AI/1998/3, as amended by ST/AI/2003/9, effective 1 January 2004] subject to the following adjustments:

(a) When a special DSA rate has been established for specified hotel(s) at a particular location, the special rate shall be payable only upon provision of a certification from the senior administrative officer concerned that the staff member or an eligible family member had no alternative but to stay for a number of days at that specified hotel, and upon presentation of receipted hotel bills. The remainder of the DSA portion of the grant shall be calculated on the basis of the regular DSA rate for the duty station;

(b) When the normal 30-day period has been exceptionally extended in accordance with section 2.2, the DSA portion of the grant for the period of the extension may not exceed 60 per cent of the applicable DSA rate.

2.5 The DSA portion of the grant shall normally be paid in United States dollars, subject to the rules governing currency of payment of salaries and allowances.<sup>2</sup> [currently ST/AI/2001/1]

# Section 3

# Lump-sum portion

3.1 Entitlement to the lump-sum portion of the grant and its amount depend on the ICSC classification of the duty station according to conditions of life and work, the duration of the assignment, and the existence of an entitlement to payment of removal costs of personal effects and household goods under staff rule 107.27 ("removal entitlement").

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<sup>&</sup>lt;sup>1</sup> ST/AI/1998/3 of 23 January 1998, entitled "System of daily subsistence allowance".

<sup>&</sup>lt;sup>2</sup> ST/AI/402 of 23 March 1995, entitled "Currency of payment of salaries and allowances" [abolished and replaced by ST/AI/2001/1, entitled "Currency and modalities of payment of salaries and allowances"].

#### ST/AI/2000/17

## Category H duty station

3.2 A staff member who is appointed or assigned to a category H duty station shall receive a lump-sum payment of one month's emoluments, as defined in sections 3.6 and 3.7, provided that he or she does not have a removal entitlement to that duty station.<sup>3</sup> [ST/AI/2000/2]

3.3 The lump-sum portion of the grant shall not be payable to locally recruited staff members who return to their parent duty station after an assignment to an established mission during which they were temporarily converted to the Field Service category.

# Category A to E duty stations

3.4 A staff member who is appointed or reassigned for one year or longer to a category A to E duty station, and has a removal entitlement, shall receive a lump-sum payment of one month's emoluments, as defined in sections 3.6 and 3.7.

3.5 A staff member who is appointed or reassigned for one year or longer to a category A to E duty station, and does not have a removal entitlement, shall receive a lump-sum payment equivalent to:

(a) One month's emoluments if the duration of the assignment is expected to be of one year or longer but less than three years; or

(b) Two months' emoluments if the assignment is expected to be for three years or longer.

## Computation

3.6 For staff in the Professional and higher categories, Field Service staff and project personnel, the emoluments used for computation of the lump-sum portion of the grant shall consist of the staff member's net base salary and post adjustment at the duty station of appointment or assignment, at his or her grade and step on the date of appointment or reassignment. Eligible staff members with recognized dependants shall receive a lump sum based on the emoluments at the dependency rate, whether or not the dependants travel to the duty station.

3.7 For internationally recruited General Service staff, the emoluments used for computation of the lump-sum portion of the grant shall be calculated as follows:

(a) For staff members without recognized dependants, the lump-sum portion shall be determined on the basis of the net base salary at the grade and step of the staff member on the date of appointment or assignment, plus language allowance, if any;

(b) For staff members who are entitled to payment of a dependency allowance for a dependent spouse, the monthly amount of the allowance applicable at the duty station of appointment or reassignment shall be included in the computation of the lump-sum portion. If no dependency allowance is payable for the

<sup>3</sup> At category H duty stations, removal entitlement is normally paid in the case of assignment for a period of two years or longer, as provided by section 4.2 of ST/AI/2000/2 of 10 March 2000, entitled "Mobility and hardship allowance".

spouse, the monthly amount of the dependency allowance payable in respect of the first dependent child shall be included in the computation.

3.8 If an assignment of less than three years is extended to three years or longer, the second lump-sum payment shall be computed on the basis of the staff member's emoluments at the time the payment falls due.

# Currency of payment

3.9 The lump-sum portion of the grant shall normally be paid in United States dollars, subject to the rules governing currency of payment of salaries and allowances.<sup>3</sup> [ST/AI/2000/2]

#### Section 4

#### Special conditions applicable when husband and wife are staff members

4.1 When a staff member is married to another staff member or to a staff member of another organization of the United Nations common system and each spouse travels on appointment, transfer or assignment at the expense of the Organization to the same duty station:

(a) Each staff member shall receive the DSA portion of the grant for himself or herself, computed in accordance with section 2;

(b) The DSA portion in respect of dependent children travelling to the duty station shall be paid to the staff member on whom they are recognized as being dependent;

(c) Only one lump sum shall be paid, normally to the higher graded spouse and on the basis of his or her emoluments.

4.2 When both spouses travel on appointment, transfer or assignment at the expense of the Organization to different duty stations:

(a) Each staff member shall receive the DSA portion of the grant for himself or herself, computed in accordance with section 2;

(b) The DSA portion in respect of dependent children travelling to one of the duty stations where their parents are assigned shall normally be paid to the parent on whom they are recognized as being dependent, unless the child accompanies the other parent and both staff members request that the DSA portion be paid to that other parent;

(c) Each staff member shall receive the lump-sum portion applicable to his or her situation, in accordance with section 3.

#### Section 5

#### Timing of payment of the grant

5.1 The DSA portion of the grant in respect of the staff member and the lump-sum portion are normally payable on commencement of duties at the duty station, or on the date of conversion to an appointment giving rise to payment of the grant.

5.2 The DSA portion of the grant in respect of eligible family members is payable on the actual date of arrival of each family member at the duty station.

#### Advance against lump-sum portion

5.3 An advance of 80 per cent of the lump-sum portion of the grant, as computed at the time the advance payment is made, may be paid up to three months in advance of travel of a staff member assigned or transferred to a new duty station.

5.4 No advance against the lump-sum portion may be made in the case of initial appointments.

5.5 When an advance is paid, the releasing office shall so notify the receiving office, which shall make the necessary adjustments upon the staff member's arrival at the new duty station.

# Section 6

# Adjustment/recovery

# Return to the same duty station

6.1 When a change of official duty station or a new appointment involves a return to a place at which the staff member was previously stationed, and where an assignment grant had been paid, the full amount of the grant shall be paid only when the staff member has been absent from that place for at least one year. In the case of a shorter absence, the amount payable shall be that proportion of the full grant that the completed months of absence bear to 12 months.

# Appointment or assignment of less than one year

6.2 When the appointment or assignment to a new duty station is for less than one year and the Secretary-General has decided to pay post adjustment and related entitlements, including assignment grant, as provided in section 1.6:

(a) The DSA portion of the grant shall be paid in full;

(b) The lump-sum portion, where payable in accordance with section 3, shall be prorated in the proportion that the number of months of appointment bears to 12 months.

Should the appointment or assignment be subsequently extended to one year or longer at the same duty station, the staff member shall receive the balance of the lump-sum portion which would have been paid had the initial appointment been for one year or longer.

6.3 When the appointment or assignment to a new duty station is for less than one year with initial payment of subsistence allowance, and the decision is subsequently taken to extend the service of the staff member at the same duty station and to pay the staff member post adjustment and related entitlements as provided in section 1.6 instead of subsistence allowance, the staff member shall be entitled to payment of the grant (both DSA and lump-sum portion, where applicable) at the time of the decision provided the following conditions are met:

(a) The total expected period of service at the duty station, both while receiving subsistence allowance and afterwards, is at least 12 months;

(b) The extension occurs at least six months prior to the expected end of the assignment at the duty station.

However, when subsistence allowance has been paid for six months or longer prior to the extension of the appointment, the staff member shall not be entitled to the DSA portion of the grant, but only to the lump-sum portion, where payable in accordance with section 3.

# Reduction in period of service at the duty station

6.4 The DSA portion of the grant paid on arrival at the duty station shall normally not be recoverable.

6.5 The lump-sum portion of the grant shall be adjusted or recovered as follows when the staff member has not completed the period of service in respect of which the lump-sum portion of the assignment grant has been paid:

(a) When a one-month lump sum has been paid and the completed period of service at the duty station is less than one year, the lump-sum portion of the grant shall be prorated and recovered or adjusted in the proportion that the period of service at the duty station bears to one year. No recovery shall be made if the staff member completes his/her first year of service at the duty station.

(b) When a two-month lump sum has been paid and the completed period of service at the duty station is less than three years, the lump sum shall be adjusted/recovered as follows:

(i) If the completed period of service at the duty station is less than one year, the first month's lump sum shall be prorated and recovered/adjusted in the proportion that the period of service bears to the first year (12 months) of assignment. The second month's lump sum shall be recovered in full;

(ii) If the completed period of service at the duty station is one year or more but less than two years, there shall be no recovery in respect of the first month's lump sum, but the second month's lump sum shall be recovered in full;

(iii) If the completed period of service at the duty station is more than two years but less than three years, there shall be no recovery in respect of the first month's lump sum, but the second month's lump sum shall be prorated and recovered/adjusted in the proportion that the completed period of service in the third year of assignment (i.e., the period exceeding 24 months) bears to the third year (12 months) of assignment;

(iv) If the completed period of service at the duty station is three years or more, the lump sum shall not be recovered/adjusted.

The provisions of this section are summarized in annex II to the present instruction.

6.6 The Secretary-General may grant an exception to the provisions of section 6.5 for compelling and/or compassionate reasons (e.g., health, reduction of the duration of assignment at the direction of the Organization or for other reasons beyond the control of the staff member).

Section 7 Final provisions

7.1 The present instruction shall enter into force on 1 January 2001.

7.2 Administrative instructions ST/AI/364, ST/AI/364/Add.1 and ST/AI/364/Add.2 are hereby abolished.

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