

No. 13214

**UNITED NATIONS
(UNITED NATIONS DEVELOPMENT PROGRAMME)
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement on the provision of Junior Professional Officers.
Signed at New York on 8 April 1974**

Authentic texts: English and German.

Registered ex officio on 8 April 1974.

**L'ORGANISATION NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR LE DÉVELOPPEMENT)**

et

RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

**Accord relatif à la fourniture de cadres. Signé à New York
le 8 avril 1974**

Textes authentiques : anglais et allemand.

Enregistré d'office le 8 avril 1974.

AGREEMENT¹ BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY ON THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

The United Nations Development Programme and the Government of the Federal Republic of Germany,

Having regard to previous discussions and correspondence between the United Nations Development Programme and the Permanent Mission of the Federal Republic of Germany to the United Nations with respect to the mutual desire of the United Nations Development Programme (hereinafter referred to as "the UNDP") and the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") for close collaboration in the use of the services of Junior Professional Officers with field offices of the United Nations Development Programme,

Have entered into the following Agreement:

1.1. Whenever the UNDP determines that there exists in one or more of its field offices a need for Junior Professional Officers which might appropriately be met by candidates from the Federal Republic of Germany, the UNDP may request the Government to make available to it Junior Professional Officers for service with UNDP field offices. The Government undertakes to make every effort to find suitable candidates in response to any such request, and to submit to the UNDP the names, qualifications and background of candidates or otherwise advise the UNDP of the results of its search within a reasonable period of time. The clearly identifiable cost to the UNDP of the service of any candidates accepted for appointment by it shall be met by the Government as provided in this Agreement.

1.2. Candidates shall be provided by the Government only in response to specific requests of the UNDP. Each request shall embody or be accompanied by a job description. The Government shall not be committed to the provision of any specific number of Junior Professional Officers in any given period. The UNDP shall give careful consideration to the candidates submitted by the Government, but may decline any of such candidates for such reasons as it (UNDP) may deem sufficient.

2.1. Candidates selected for appointment by the UNDP shall receive appointments as Junior Professional Officers and shall be issued Letters of Appointment constituting them members of the staff of UNDP. As such, they shall have the status of international civil servants and shall be subject to the relevant rules and regulations of the United Nations as set forth in their Letters of Appointment. They shall be assigned to assist Resident Representatives or comparable officials of the UNDP or members of their staff.

2.2. Junior Professional Officers shall not while retaining their status as such under this Agreement be assigned to the Headquarters of the UNDP.

2.3. The final decision on all matters regarding the assignment of Junior Professional Officers shall rest with the UNDP.

3.1. The terms and conditions of employment of Junior Professional Officers shall be those prescribed by the appropriate United Nations or UNDP authorities for the

¹ Came into force on 8 April 1974 by signature, in accordance with paragraph 5.3.

category of staff to which the Junior Professional Officers belong, and shall be embodied expressly or by reference in the Letters of Appointment to be issued to them. Those conditions shall include compensation under appendix D to the United Nations Staff Rules for service-incurred death, injury or illness, but shall exclude participation in the United Nations Joint Staff Pension Fund. The standard Letter of Appointment in current use by the UNDP for Junior Professional Officers is annexed hereto for the Government's information. Copies of individual Letters of Appointment shall be provided to the Government by the UNDP. The UNDP shall communicate to the Government in due course any modifications of or amendments to such standard Letter of Appointment, the conditions of employment of Junior Professional Officers, and the rules and regulations applicable to them.

3.2. Each Junior Professional Officer shall normally be appointed as Assistant Officer (P-1) or Associate Officer (P-2) as appropriate in accordance with the applicable UNDP salary scale and for an initial period of twelve months. This period of service may be extended in individual cases by UNDP in agreement with the Government.

3.3. The UNDP shall meet all expenses connected with the assignment of Junior Professional Officers, utilizing for this purpose funds in the account referred to in paragraph 4.1 below. In accordance with the relevant Staff Rules and Regulations such expenses shall include:

- a) Salaries and allowances.
- b) Transportation to and from the duty station and related costs and allowances.
- c) Travel costs within the country or area of assignment in the performance of official functions.
- d) Travel to and from the duty station for dependents and related costs and allowances.
- e) Entitlements in connection with separation from UNDP service, including commutation of accrued annual leave, if any.
- f) Premium costs of compulsory participation in the Group Life Insurance plan of the United Nations covering disability and death and the UNDP's share of premium costs of participations, under the applicable rules and regulations, in the Group Medical Insurance plan.

4.1. The Government shall provide UNDP with the funds necessary to enable it to meet the costs of the assignment of Junior Professional Officers under this Agreement. The estimated sum thereof shall be initially determined in each particular case through a separate Exchange of Letters between the UNDP and the Government. Payment of such estimated sum shall be made as soon as a candidate has been accepted by the UNDP, its offer of appointment accepted by the candidate and a tentative entry-on-duty date established and notified by the UNDP to the Government. The estimated sum due shall be deposited by the Government into a non-interest bearing Account to be established by the UNDP with the Deutsche Bundesbank, Frankfurt/Main (hereafter referred to as "the Account"). Unless otherwise agreed upon in a particular case, the deposit shall be in the currency of the Federal Republic of Germany and shall be freely convertible.

4.2. Payments against the Account in currencies other than that of the Federal Republic of Germany shall be made by the UNDP at its operational rate of exchange in effect at the time payment was due. As soon as audited accounts are available but not later than 15 April of each year, the UNDP shall submit to the Government an annual statement of the financial position of the Account as at

31 December of the preceding year. The UNDP shall also arrange for copies of monthly statements of accounts to be furnished to the Bundesstelle für Entwicklungshilfe by the Deutsche Bundesbank, Frankfurt/Main. Should the sums initially deposited by the Government in respect of any specific Junior Professional Officer whose assignment ends in a given year be greater than or fall short of the total sums actually expended by the UNDP in respect of his total period of service, the annual statement for that year shall so indicate, and the Government shall either be credited with or shall make up the difference, in the latter case by an appropriate deposit into the Account within 30 calendar days of receipt of the statement.

4.3. The foregoing procedures shall also apply in cases where the initial period of service of a Junior Professional Officer is extended in accordance with paragraph 3.2 above.

4.4. Any payments which the UNDP may become obligated to make to Junior Professional Officers in accordance with Appendix D to the staff rules of the United Nations shall be met by the Government by means of deposits into the Account. Payments corresponding to the awards of the United Nations Advisory Board on compensation claims and approved by the Secretary General of the United Nations shall be made by the UNDP directly to the Junior Professional Officer. Any payments made under the provisions of the group Life Insurance scheme may be set off against any such compensation awards.

5.1. The terms and conditions of the Agreement may be modified by exchange of letters between the UNDP and the Government.

5.2. This Agreement shall also apply to Berlin (West), provided that the Government does not make a contrary declaration to the UNDP within three months of the date of entry into force of this Agreement.

5.3. This Agreement shall enter into force on the date of its signature. It shall remain in force until notice of termination in writing is given by either Party to the other, and shall terminate three months after receipt by the other Party of such notice. The termination of this Agreement shall be without prejudice to the rights of the Junior Professional Officers under their Letters of Appointment. The provisions of this Agreement shall survive its termination to the extent necessary for the orderly withdrawal and repatriation of the Junior Professional Officers and the settlement of financial accounts between the UNDP and the Government.

DONE at New York this 8th day of April, 1974, in duplicate in the English and German languages, both texts being equally authentic.

For the United Nations
Development Programme:

RUDOLPH PETERSON

For the Government
of the Federal Republic
of Germany:

WALTER GEHLHOFF