

No. 13670

**INTERNATIONAL LABOUR ORGANISATION
and
FINLAND**

**Agreement concerning the provision of associate experts.
Signed at Geneva on 18 November 1971**

Authentic text: English.

*Registered by the International Labour Organisation on 25 November
1974.*

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
FINLANDE**

**Accord concernant la fourniture d'experts associés. Signé
à Genève le 18 novembre 1971**

Texte authentique : anglais.

*Enregistré par l'Organisation internationale du Travail le 25 novembre
1974.*

AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF FINLAND

1. The Government of Finland undertakes to provide associate experts in connection with the technical assistance programmes of the International Labour Organisation, or projects for which the Organisation has been appointed executing agency, in accordance with the following basic principles.

- (a) Associate experts shall be made available to the Organisation in response to specific requests from recipient countries, and shall be assigned to assist the Organisation's experts. No associate expert shall be sent to a country without prior approval of that country or remain therein without the consent of that country.
- (b) Associate experts shall not be placed in established posts at the Headquarters of the International Labour Office.
- (c) The final decision regarding the assignment of associate experts shall rest with the International Labour Office and the government of the recipient country.
- (d) Associate experts shall, for the duration of their assignment with the International Labour Office, be subject, as international civil servants, to the Staff Regulations and the other rules of the International Labour Office in accordance with their letters of appointment.
- (e) As international civil servants, the associate experts shall be subject to the authority of the Director-General of the ILO and shall be responsible to him in the exercise of their functions. Associate experts shall not seek or accept instructions in the performance of their duties from any government including their own or other authority external to the ILO.
- (f) The Government of Finland shall be responsible for all identifiable costs pertaining to the employment of an associate expert, and in particular salaries, allowances, insurance and costs of transportation to and from the duty station.

2. The Organisation undertakes to submit to the Government of Finland requests for associate experts for which, in the opinion of the International Labour Office, suitably qualified candidates may be found in Finland. Each request shall normally be in the form of a job description giving, *inter alia*, the name and nationality of the expert to be assisted and, if applicable, indicating whether the request has also been submitted to any other government providing associate experts for the Organisation.

3. The Government of Finland, although not committed to the provision of any specific number of associate experts within any given period, undertakes to make every effort to find suitable candidates for any request submitted to it in accordance with paragraph 2 above, and to advise the International Labour Office of the results within a reasonable period of time. Whenever necessary, the International Labour Office will take the necessary action to organise an interview with the candidates prior to a final decision on the selection.

¹ Came into force on 18 November 1971 by signature.

4. Each associate expert shall be assigned for an initial period of time of not more than 12 months, but this period may be extended by the International Labour Office with the consent of the Government of Finland and that of the recipient country.

5. As soon as the name of an associate expert has been proposed by the Government of Finland for an ILO project, the Government of Finland shall pay the sum estimated to be required for the purposes set out in paragraph 6 below to an account designated by the International Labour Office so that the Office can proceed with the recruitment. Unless otherwise agreed, the sum shall be paid in United States dollars or, failing that, in freely convertible currency; the actual amount shall be determined by agreement between the Government of Finland and the International Labour Organisation. The same procedure shall apply where the service of an associate expert is extended under paragraph 4 above. When the assignment of an associate expert comes to an end, any outstanding surplus relating to that assignment shall be placed at the disposal of the Government of Finland; similarly, any deficit relating to the assignment shall be paid by the Government of Finland into the account designated by the International Labour Office. It is understood that if the amount of the contributed funds seems insufficient, the International Labour Office shall approach the Government of Finland for a further contribution. This should, however, be done before any commitments to this effect are made.

6. The International Labour Office shall draw on the sums paid by the Government of Finland to meet all expenses connected with the assignment of associate experts under this Agreement, including:

- (a) the salaries and allowances payable under the Staff Regulations and other rules of the International Labour Office;
- (b) transportation to and from the duty station and related costs and allowances;
- (c) any expenditures incurred in the selection of the candidates;
- (d) travel to and from the duty station for authorised dependants of associate experts and related costs and allowances;
- (e) insurance of associate experts against sickness, invalidity and death and reimbursement of all medical expenditure not covered by insurance;
- (f) local costs, including the cost of travel within the recipient country, except where these are met by the government of that country;
- (g) all other direct and indirect expenses incurred by the International Labour Office in connection with the assignment, to be taken as 12 per cent of the total of subparagraphs (a) to (f) above.

These items shall be paid in accordance with the Staff Regulations and the other rules of the International Labour Office; the salary scale applicable shall be determined in agreement with the Government of Finland.

7. All drawings against the account shall, where applicable, be debited at the technical exchange rates currently used by the International Labour Office.

8. Separate accounting records of the use made of the moneys thus paid shall be kept and as soon as audited accounts are available, the International Labour Office shall submit to the Government of Finland a statement of the financial position of the account as at 31 December of the preceding year.

9. The International Labour Office shall prescribe the conditions of service of each associate expert in full detail in a letter of appointment.

10. This Agreement may be modified by agreement between the Government of Finland and the International Labour Organisation.

11. This Agreement shall remain in force until terminated on three months' written notice, either by the Government of Finland or by the International Labour Organisation.

IN WITNESS WHEREOF, the undersigned, duly authorised representatives of the International Labour Organisation and the Government of Finland, have signed this Agreement at Geneva on 18 Novembre 1971, in two copies in the English language.

Signed on behalf
of the Government of Finland:

[Signed]

KLAUS A. SAHLGREN
Ambassador
Permanent Representative of Finland
in Geneva

Signed on behalf
of the International
Labour Organisation:

[Signed]

FRANCIS BLANCHARD
Deputy Director-General