

No. 13671

**INTERNATIONAL LABOUR ORGANISATION
and
DENMARK**

**Agreement concerning the provision of associate experts
(with annex). Signed at Geneva on 22 June 1972**

Authentic text of the Agreement: English.

Authentic texts of the annex: English and French.

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

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
DANEMARK**

**Accord concernant la fourniture d'experts associés (avec
annexe). Signé à Genève le 22 juin 1972**

Texte authentique de l'Accord : anglais.

Textes authentiques de l'annexe : anglais et français.

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

AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE INTERNATIONAL LABOUR ORGANISATION CONCERNING THE PROVISION OF ASSOCIATE EXPERTS

1. The Government of Denmark 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 principles:

- (a) Associate experts shall be provided in response to specific requests from the Organisation, which shall in turn request such experts only when asked to do so by the receiving countries, and shall be assigned to assist experts of the Organisation. No associate expert shall be sent to a country without prior approval of the Government of that country, or remain there without the consent of such country.
- (b) Associate experts shall not be placed at the Headquarters of the International Labour Office in any established posts.
- (c) The final decision regarding the assignment of associate experts shall rest with the International Labour Office and the recipient country.
- (d) Associate experts shall, for the duration of their assignment to the International Labour Office, be subject, as international civil servants, to the rules and regulations of the International Labour Office, as set forth in their letters of appointment which will be issued by the International Labour Office.
- (e) As international civil servants the associate experts shall be subject to the authority of the Director-General of the I.L.O. 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 I.L.O.
- (f) The Government of Denmark shall be responsible for all identifiable costs such as salaries, allowances, insurance, and costs of transportation to and from the duty station.

2. The Organisation undertakes to submit to the Government of Denmark requests for associate experts for which, in the opinion of the International Labour Office, suitable candidates may be found in Denmark. Each request shall normally be in the form of a job description giving if possible also the name and nationality of the expert to be assisted and shall indicate whether the request has also been submitted to any other country or countries providing associate experts.

3. The Government of Denmark, although not committed to the provision of any specific number of associate experts in 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

¹ Came into force on 22 June 1972 by signature.

International Labour Office will take the necessary action to organise an interview with the candidates prior to a final decision on the selection.

4. Each associate expert shall be assigned for an initial period of not more than twelve months, but this period of service may be extended by the International Labour Office in agreement with the Government of Denmark and the Government of the recipient country.

5. As soon as an associate expert has been accepted by the International Labour Organisation and the recipient country, and a tentative reporting date has been established, the Government of Denmark shall pay the sum estimated to be required for the purposes set out in paragraph 6 below into a non-interest bearing account with Danmarks Nationalbank to be established by the International Labour Organisation. The sum in Danish currency, unless otherwise agreed upon in a particular case, shall be freely convertible and shall be determined through a separate exchange of letters between the International Labour Organisation and the Government of Denmark. The same procedure shall apply in cases where the initial period of service of an associate expert has been extended in accordance with paragraph 4 above. Statements of account shall be furnished monthly by Danmarks Nationalbank to the International Labour Organisation. Copies of such statements shall also be transmitted to the Ministry of Foreign Affairs, Danish International Development Agency.

6. The International Labour Organisation shall, from this account, meet all expenses connected with the assignment of the Danish associate experts, as follows:

- (a) Salaries and allowances payable under the staff rules and regulations of the International Labour Office.
- (b) Transportation to and from the duty station and related costs and allowances.
- (c) Travel to and from the duty station for dependents and related costs and allowances.
- (d) The cost of insurance provided by the I.L.O. for associate experts against the risk of sickness, invalidity and death.
- (e) Local travel costs, if the recipient country does not agree to meet them.
- (f) Such costs for reimbursement of administrative expenses as may be agreed between the International Labour Organisation and the Government of Denmark.

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

7. Payments against the account in currencies other than Danish Kroners shall be made at the exchange rates officially quoted in Copenhagen, it being understood that as regards payments and drawings made by the International Labour Office the same operational rates of exchange as for the United Nations Programmes shall be applied.

8. Annually, as soon as audited accounts are available, and not later than 15 April, the International Labour Office shall submit to the Government of

Denmark a statement of the financial position of the account as at 31 December of the preceding year.

Any outstanding surplus shall then be placed at the disposal of the Government of Denmark; similarly, any deficit shall be paid by the Government of Denmark into the account of the International Labour Office.

9. In a Letter of Appointment the International Labour Office shall describe the conditions of service in full detail. A standard Letter of Appointment is annexed.

10. The terms and conditions of the present letter may be modified by a further exchange of letters between the International Labour Office and the Government of Denmark.

11. These arrangements shall remain in force until terminated by the giving of three months' notice in writing, either by the Government of Denmark or the International Labour Organisation.

22 June 1972.

For the Government
of Denmark:

[*Signed*]

HANS JESPERSEN
Head of Department

For the International
Labour Organisation:

[*Signed*]

FRANCIS BLANCHARD

[A N N E X — A N N E X E]

INTERNATIONAL LABOUR OFFICE
BUREAU INTERNATIONAL DU TRAVAIL*OFFER OF APPOINTMENT*
Professional Category Fixed-term duration*OFFRE D'EMPLOI*
Catégorie des Services Organiques; Durée déterminée

This appointment is governed by the I.L.O. Staff Regulations and is offered on the conditions stated below and overleaf. If accepted, please sign the declaration of acceptance on the attached yellow copy and return that copy as soon as possible.

Cette offre d'emploi est régie par le Statut du Personnel du B.I.T. et faite aux conditions décrites ci-dessous et au verso du présent document. En cas d'accord, prière de signer la déclaration d'acceptation figurant sur l'exemplaire jaune joint qui doit être retourné dès que possible.

Name in full — Nom et prénoms

Address — Adresse

Home residence — Lieu des foyers

Duty station (see 2 overleaf) — Lieu d'affectation (voir 2 verso)

Programme (see 2 overleaf — voir 2 verso)

Department, Project and Post (see 2 overleaf) — Département, projet et poste (voir 2 verso)

Category
Catégorie

Grade

Step
Echelon

Duration (in months)
Durée (en mois)

Basic Salary, U S \$/year
Traitement de base, U S \$/an

Family Allowance: entitlement to be determined upon evidence of dependancy status
Prestations familiales : droit à déterminer après examen de la situation familiale

	Class Classe	Without dependants rate Taux sans charge de famille U S \$/year — U S \$/an	With dependants rate Taux avec charge de famille U S \$/year — U S \$/an
Post Adjustment Ajustement de poste			
Assignment Allowance Indemnité d'affectation			

Installation Allowance
Indemnité d'installation

per day during 15 days (or 30 days if accompanied by dependents)
par jour pendant 15 jours (ou 30 jours si accompagné par des personnes à charge)

Exchange rate US\$ =
Taux de change

Confirmation of appointment subject to: — Confirmation de l'offre d'emploi subordonnée à :

- Clearance by ILO Medical Adviser
La recommandation du Médecin conseil du BIT
- Detachment from present employment
Détachement de l'emploi actuel
- Approval of candidature by receiving government
Approbation de la candidature par le gouvernement
du lieu d'affectation
-

Effective date of appointment — Date à laquelle la nomination prend effet :

Exact date of appointment to be determined once the above conditions have been fulfilled and offer formally confirmed. The ILO is not responsible for any commitment entered into by the candidate prior to confirmation of the offer.

Date précise de l'engagement à déterminer lorsque les conditions ci-dessus auront été remplies et l'offre formellement confirmée. Le BIT ne saurait être rendu responsable des mesures qui pourraient être prises prématurément par le candidat avant confirmation de l'offre.

Observations

Date

For the Director-General
Pour le Directeur-général

Chief, Employment Branch, Personnel and Administrative Services Department
Chef du Service de l'emploi du Département du personnel et des services administratifs

Candidates copy

Exemplaire destiné au candidat

1. The terms of the appointment, which are subject to the Staff Regulations of the International Labour Office (references below to articles and annexes are references to the Staff Regulations), may be modified in accordance with the provisions of article 4.8 and the Staff Regulations may be amended in accordance with the provisions of article 14.5.
 2. *Post and Duty Station*: See article 1.9. Fixed-term officials are appointed initially for service to a particular programme and post, and at a particular duty stations, *but they may be transferred by the Director-General to other posts or duty stations*.
 3. *Salary*: See articles 3.1, 3.3 and chapter 6.
 4. *Income tax*: Salaries are normally free of income tax—see document attached.
 5. *Post Adjustment*: See article 3.9. The classification of a duty station is subject to change without notice.
 6. *Family Allowances*: See article 3.12. The relevant documents should be submitted before payment of these allowances is authorised.
 7. *Assignment Allowance and Removal Expenses*: See articles 3.11, 9.3(d) and annex III—Removal expenses in lieu of assignment allowance (article 9.3(d)) are not paid to officials assigned to field projects.
 8. *Education Grant*: See article 3.14.
 9. *Installation Allowance*: See article 3.10. The daily rate is subject to change without notice.
 10. *Repatriation Grant*: See article 11.15.
 11. *Currency of Payment*:
 - (a) For officials assigned to Headquarters: in Swiss francs
 - (b) For officials assigned to field projects the salary and allowances can be paid as follows:
 - i) in the currency of the home country *not less than 25%*
 - ii) in the currency of the duty station *not less than 25%*
 - iii) in a convertible currency (Swiss francs or U.S.\$) *not more than 25%*
1. Le contrat de durée déterminée faisant l'objet de la présente offre serait régi par les dispositions du Statut du personnel du Bureau international du Travail (les références ci-dessous aux articles et annexes ont trait au Statut du Personnel). Les conditions de l'engagement peuvent être modifiées conformément à l'article 4.8 du Statut, et le Statut lui-même peut être amendé conformément à son article 14.5.
 2. *Poste et lieu d'affectation*: Voir article 1.9. Les fonctionnaires sous contrat de durée déterminée sont nommés initialement dans le cadre d'un programme à un poste et à un lieu d'affectation donnés; toutefois, le Directeur général peut les transférer par la suite à d'autres postes ou lieux d'affectation.
 3. *Traitement*: Voir articles 3.1, 3.3 et chapitre 6.
 4. *Impôts*: Les traitements sont normalement exempts d'impôts — Voir document joint.
 5. *Ajustements de poste*: Voir article 3.9. Le classement d'un lieu d'affectation peut être modifié sans préavis.
 6. *Prestations familiales*: Voir article 3.12. Les documents appropriés devront être soumis avant que le paiement de ces prestations ne puisse être effectué.
 7. *Indemnité d'affectation et frais de déménagement*: Voir articles 3.11, 9.3.d, et annexe III. Aucuns frais de déménagement ne seront remboursés en lieu et place de l'indemnité d'affectation (article 9.3,d) dans le cas de fonctionnaires affectés à des projets en dehors du Siège.
 8. *Allocation pour frais d'études*: Voir article 3.14.
 9. *Indemnité d'installation*: Voir article 3.10. Le taux journalier peut être modifié sans préavis.
 10. *Indemnité de rapatriement*: Voir article 11.15.
 11. *Monnaie de paiement*:
 - a) pour les fonctionnaires affectés au Siège: en francs suisses;
 - b) pour les fonctionnaires affectés à des projets en dehors du Siège:
 - i) dans la monnaie du pays d'origine: 25% du traitement de base *au minimum*,
 - ii) dans la monnaie du pays d'affectation: 25% du traitement de base *au minimum*,
 - iii) dans une monnaie convertible (francs suisses ou dollars): 25% du traitement de base *au maximum*,

- iv) installation allowance, post adjustment assignment allowance are payable in the currency of the duty station;
- v) remaining part of base salary and family allowances are payable either in duty station or home country currency.

The education grant is normally paid in the currency in which the expenditures were incurred.

The repatriation grant and the accumulated annual leave are only payable upon cessation of services and in the currency of the home country or of the country of assignment.

- (c) Rates of exchange are subject to change without notice.

12. *Pension Fund*: A fixed-term official who is less than 60 years of age at the date of appointment becomes a member of the United Nations Joint Staff Pension Fund of which the ILO is a member organisation. 7 per cent of his pensionable remuneration (see article 3.1.1. of the Staff Regulations) is deducted from his salary, the ILO contributing 14 per cent. He is eligible for disability benefit and in the event of death pensions are payable to prescribed categories of survivors. Upon leaving the Fund after less than five years contributory service his contributions are refunded with compound interest. Contributory service of five years or more brings entitlement to withdrawal or retirement benefits (pension or lump sum, as the case may be). In certain circumstances previous service with international organisations may be aggregated with the current service.

13. *Staff Health Insurance Fund*: Fixed-term officials become members of this Fund, and 1.5% of salary and allowances is deducted as a contribution to the Fund, the Organisation contributing the same amount. The Fund provides insurance of various medical costs in respect of dependants as well as officials. See article 8.1.

14. *Compensation for Service-incurred Contingencies*: In the event of illness, injury or death attributable to the performance of official duties, a fixed-term official or his dependants shall be entitled to reasonable compensation (article 8.3

- iv) l'indemnité d'installation, l'ajustement de poste et l'indemnité d'affectation sont payables dans la monnaie du pays d'affectation,
- v) le solde du traitement et les prestations familiales sont payables au gré du fonctionnaire dans l'une ou l'autre monnaie figurant sous i ou ii.

L'allocation pour frais d'études est normalement versée dans la monnaie du pays où les dépenses ont été encourues.

L'indemnité de rapatriement ainsi que les congés accumulés ne peuvent être payés qu'en fin de contrat et dans la monnaie du pays d'origine ou du pays d'affectation.

- c) Les taux de change peuvent être modifiés sans préavis.

12. *Caisse des pensions* : Tout fonctionnaire sous contrat de durée déterminée et âgé de moins de 60 ans à la date de sa nomination est assujéti à la Caisse commune des pensions des Nations Unies à laquelle l'OIT est affiliée. 7 pour cent de son traitement soumis à retenue (voir article 3.1.1. du Statut du Personnel) est déduit au titre de cotisation, un montant de 14 pour cent étant versé par l'Organisation. Le fonctionnaire ouvre droit aux prestations prévues en cas d'invalidité; en cas de décès une pension serait due par la Caisse à des catégories prescrites de survivants. Lorsque le fonctionnaire quitte la Caisse avant d'avoir accompli cinq années de service contributif, ses propres contributions, majorées des intérêts composés, lui sont remboursées. Si par contre il compte au moins cinq ans d'affiliation il a droit à des prestations de retraite ou de départ (pension ou somme en capital, selon les cas). Dans certains cas les services antérieurs avec une organisation internationale peuvent être ajoutés aux périodes de service contributif.

13. *Caisse d'assurance pour la protection de la santé du personnel* : Les fonctionnaires sous contrat de durée déterminée sont affiliés à cette Caisse et sont redevables d'une cotisation de 1,5% sur leur traitement et allocations, une cotisation égale étant versée par l'Organisation. La Caisse assure le remboursement de divers frais médicaux encourus par les fonctionnaires ou au titre des personnes à leur charge — Voir article 8.1.

14. *Réparation des risques imputables au service* : En cas d'accident, de maladie ou de décès imputable à l'exercice des fonctions officielles, les fonctionnaires sous contrat de durée déterminée ou les personnes à leur charge ont

and annex II); no contribution is required of the official in this respect.

15. *Civil Liability and Loss of Personal Effects*: The ILO does not accept liability in respect of any claim made against a fixed-term official by a third party (liability in tort) and officials are accordingly recommended to insure themselves against this risk. Loss or damage to personal property in the course and in consequence of the official's employment may, however, be indemnified by the Office (article 8.5).

16. *Home Leave*: See articles 7.6, 9.1 and 9.2.

17. *Travel to Visit Dependants*: See article 9.5.

18. *Travel to Duty Station*: See articles 9.1, 9.2 and 9.3. Field project officials may be required to travel to their post of duty via Geneva or other cities for briefing while authorised travel for their dependants is paid by the most direct route from home to duty station only.

19. *Effective Date of Appointment*: See article 4.9.

droit à des réparations raisonnables sans aucune contribution de leur part (article 8.3 et annexe II).

15. *Responsabilité civile et perte d'objets personnels*: Le Bureau ne reconnaît aucune responsabilité en cas de réclamation formulée par des tiers contre le fonctionnaire (responsabilité civile) et il est recommandé qu'il s'assure lui-même contre ce risque. Par contre la perte ou la détérioration d'objets personnels du fonctionnaire peut donner lieu à indemnisation, si elle survient à l'occasion et en raison de l'emploi (article 8.5).

16. *Congé dans les foyers*: Voir articles 7.6, 9.1 et 9.2.

17. *Visite aux personnes à charge*: Voir article 9.5.

18. *Voyage au lieu d'affectation*: Voir articles 9.1, 9.2 et 9.3. En se rendant au lieu d'affectation, les fonctionnaires affectés à des projets en dehors du Siège sont parfois appelés à passer par Genève, ou par quelque autre ville, afin d'y recevoir des instructions, alors que pour les personnes à charge le voyage n'est payé qu'en fonction du trajet le plus direct entre le lieu des foyers et le lieu d'affectation.

19. *Date à laquelle la nomination prend effet*: Voir article 4.9.