

No. 13672

**INTERNATIONAL LABOUR ORGANISATION
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement concerning the provision of associate experts.
Signed at Geneva on 28 February 1974**

Authentic texts: English and German.

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

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord concernant la fourniture d'experts associés. Signé
à Genève le 28 février 1974**

Textes authentiques : anglais et allemand.

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

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE INTERNATIONAL LABOUR ORGANISATION CONCERNING THE PROVISION OF ASSOCIATE EXPERTS

The Government of the Federal Republic of Germany and the International Labour Organisation have agreed to the following:

1. The Government of the Federal Republic of Germany undertakes to provide associate experts in connection with the technical co-operation 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. The International Labour Office shall notify the Government of the Federal Republic of Germany about any changes in the Staff Regulations or other rules pertaining to the associate experts.
- (e) The Government of the Federal Republic of Germany and the associate expert shall be exempt from contributing to the United Nations Joint Staff Pension Fund (UNJSPF) on condition that the Government certifies that necessary action will be taken to give the associate expert appropriate coverage in the national social security scheme. Should an associate expert have become a member of the UNJSPF and leave the Fund after completion of his assignment with the International Labour Office, the employer's contribution returned from the Fund will be paid back to the Government of the Federal Republic of Germany.
- (f) As international civil servants, the associate experts shall be subject to the authority of the Director-General of the International Labour Office 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 International Labour Office.

¹ Came into force on 28 February 1974 by signature, in accordance with paragraph 12.

(g) The Government of the Federal Republic of Germany 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 the Federal Republic of Germany requests for associate experts for which, in the opinion of the International Labour Office, suitably qualified candidates may be found in the Federal Republic of Germany. 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 the Federal Republic of Germany, 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.

4. Each associate expert shall normally be appointed at level P.1/step 1 or P.2/step 1, according to his qualifications and experience, in mutual agreement of both Contracting Parties. The associate expert shall be assigned for an initial period of not more than 12 months, but this period may be extended by the International Labour Office with the consent of the Government of the Federal Republic of Germany and that of the recipient country.

5. As soon as an associate expert has been accepted by the International Labour Office and the recipient country and a tentative reporting date established, the Government of the Federal Republic of Germany shall pay the sum estimated to be required for the purposes set out in paragraph 6 below to a non-interest bearing account with the Deutsche Bundesbank, Frankfurt, to be established by the International Labour Office against which the International Labour Office may draw as required. The sum in German 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 Office and the Government of the Federal Republic of Germany. The same procedure shall apply where the services of an associate expert are 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 the Federal Republic of Germany into the above-mentioned account.

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

(a) the salaries, allowances and other expenditures incurred by the International Labour Office under its Staff Regulations and other rules, including the cost

of any compensation or indemnity payable by the ILO to which the associate expert may become entitled and which is not covered by insurance, but excluding the cost of contributions to the UNJSPF on condition that the Government takes the action necessary to ensure that each associate expert is given appropriate coverage in the national social security scheme;

- (b) transportation to and from the duty station and related costs and allowances;
- (c) travel to and from the duty station for authorised dependants of associate experts and related costs and allowances;
- (d) the cost of insurance provided by the International Labour Office for associate experts against the risks of sickness, invalidity and death;
- (e) with the prior general approval of the donor government, local costs, including travel costs within the region or the country of assignment, as authorised by the ILO in accordance with project needs, if the government of a recipient country does not agree to meet such costs;
- (f) all other 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 (e) 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 the Federal Republic of Germany.

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, not later than 15 May, the International Labour Office shall submit to the Government of the Federal Republic of Germany 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 exchange of letters between the Federal Republic of Germany and the International Labour Organisation.

11. This Agreement shall also apply to Berlin (West), provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the International Labour Office within three months from the date of entry into force of this Agreement.

12. This Agreement shall become effective after signature and remain in force until terminated on three months' written notice, either by the Government of the Federal Republic of Germany or by the International Labour Organisation.

DONE at Geneva on the twenty-eighth February 1974 in two originals, in German and English, both versions being equally authoritative.

Signed on behalf
of the Government
of the Federal Republic
of Germany:

[Signed]

Dr. OTTO-AXEL HERBST
Ambassador

Representative of the Federal Republic
of Germany to the Office of the
United Nations and the other Inter-
national Organisations at Geneva

[Signed]

Dr. WINFRID HAASE
Ministerial Director
Federal Ministry of Labour
and Social Affairs.

Signed on behalf
of the International
Labour Organisation:

[Signed]

FRANCIS BLANCHARD
Director-General