

No. 17517

**UNITED NATIONS
(UNITED NATIONS ENVIRONMENT PROGRAMME)
and
NORWAY**

**Agreement on the provision of junior professional officers.
Signed at Nairobi on 29 January 1979**

Authentic text: English.

Registered ex officio on 29 January 1979.

**ORGANISATION DES NATIONS UNIES
(PROGRAMME DES NATIONS UNIES
POUR L'ENVIRONNEMENT)
et
NORVÈGE**

**Accord relatif à la fourniture de services d'administrateurs
auxiliaires. Signé à Nairobi le 29 janvier 1979**

Texte authentique : anglais.

Enregistré d'office le 29 janvier 1979.

AGREEMENT¹ BETWEEN THE UNITED NATIONS ENVIRONMENT PROGRAMME AND THE GOVERNMENT OF THE KINGDOM OF NORWAY ON THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

[The Parties,]

Having regard to previous discussions and correspondence between representatives of the United Nations Environment Programme and representatives of the Government of the Kingdom of Norway with respect to the mutual desire of the United Nations Environment Programme (hereinafter referred to as “UNEP”) and the Government of the Kingdom of Norway (hereinafter referred to as “Norway”) for close collaboration in the use of the services of Junior Professional Officers,

Have entered into the following Agreement:

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

1.2. Candidates shall be provided by Norway only in response to specific requests from UNEP. Each request shall embody or be accompanied by a job description giving, *inter alia*, the office to which he or she would be assigned and, if applicable, indicating whether the request has also been submitted to any other government providing Junior Professional Officers for UNEP. Norway shall not be committed to the provision of any specific number of Junior Professional Officers in any given period. UNEP shall give careful consideration to the candidates submitted by Norway, but may decline any of such candidates for such reasons as it (UNEP) may deem sufficient.

2.1. Candidates selected for appointment by UNEP shall receive appointments as Junior Professional Officers and shall be issued Letters of Appointment constituting them members of the staff of UNEP. 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 generally be assigned to assist Directors, Deputy Directors or comparable officials of UNEP or members of their staff.

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

3.1. The terms and conditions of employment of Junior Professional Officers shall be those prescribed by the appropriate United Nations or UNEP authorities for the category of staff to which the Junior Professional Officers

¹ Came into force on 29 January 1979 by signature, in accordance with section 5.2.

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, as well as participation in the United Nations Joint Staff Pension Fund. Copies of individual Letters of Appointment shall be provided to Norway by UNEP. UNEP shall communicate to Norway 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) in accordance with the applicable UNEP salary scale and for an initial period of twelve months. This period of service may be extended for an additional year in individual cases by UNEP in agreement with Norway. The salary applicable shall be determined by UNEP in consultation with the Norwegian Agency for International Development (NORAD).

3.3. UNEP 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 expense 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 dependants and related costs and allowances.
- e) Entitlements in connection with separation from UNEP service, including commutation of accrued annual leave, if any.
- f) The UNEP share of premium costs of participation, under the applicable rules and regulations, in the Group Medical Insurance plan and the UNEP contribution to the United Nations Joint Staff Pension Fund in accordance with the rules and regulations applicable thereto.

4.1. Norway shall, subject to Parliamentary appropriations, provide UNEP 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 UNEP and Norway. Payment of such estimated sum shall be made as soon as a candidate has been accepted by UNEP, its offer of appointment accepted by the candidate, a tentative entry-on-duty date established, and Norway notified by UNEP. The estimated sum due shall be deposited by Norway into an account to be established by UNEP for the purpose and the deposits shall be made in the currency of the United States of America under an advice to the Chief, Finance Section, UNEP.

4.2. Norway shall not be required to pay to UNEP any overhead charges in respect of the Junior Professional Officers.

4.3. The annual statement of the financial position of the account (as of 31 December of the preceding year) shall be published with the audited accounts

of UNEP and submitted to the General Assembly of the United Nations and the Governing Council of UNEP in accordance with the Financial Regulations and Rules of UNEP. Interim accounts on a quarterly basis shall be submitted to Norway by UNEP. Should the sums initially deposited by Norway 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 UNEP in respect of his total period of service, Norway shall either be credited with or shall make up the difference, in the latter case by an appropriate deposit into the account specified in paragraph 4.1 above within 30 calendar days of Norway being so informed by UNEP.

4.4. From time to time, but at least once a year, the responsible officials of UNEP and Norway shall jointly review the results of their co-operative efforts regarding the services of the Junior Professional Officers and consult on possible improvements in arrangements.

4.5. 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.

4.6. Any insurance premiums which UNEP may have to pay in order to offer the Junior Professional Officers insurance coverage for service-incurred injury, illness or death, equivalent to the provisions of Appendix D to the Staff Rules of the United Nations shall be met by Norway by means of deposits into the account.

5.1. The terms and conditions of the Agreement may be modified by exchange of letters between UNEP and Norway. In matters relating to the implementation of this Agreement, including modification by exchange of letters, the Norwegian Agency for International Development (NORAD) shall be competent to represent Norway.

5.2. This Agreement shall enter into force on the date of its signature. It shall remain in force until three months after written notice of termination is received by either Party from the other. 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 UNEP and Norway.

DONE in duplicate at Nairobi in the English language on this twenty-ninth day of January, One Thousand Nine Hundred and Seventy-nine.

For the United Nations
Environment Programme:

[Signed]

MOSTAFA K. TOLBA
Executive Director

For the Government
of the Kingdom of Norway:

[Signed]

R. K. ANDRESEN
Ambassador of Norway