

No. 19488

**UNITED NATIONS
and
NORWAY**

Agreement on the provision of associate experts with United Nations programmes of technical assistance (with standard letter of appointment). Signed at Oslo on 21 June 1963 and at New York on 28 June 1963

Authentic text: English.

Registered ex officio on 31 December 1980.

**ORGANISATION DES NATIONS UNIES
et
NORVÈGE**

Accord concernant la fourniture d'experts associés pour les programmes d'assistance technique de l'Organisation des Nations Unies (avec modèle de lettre de nomination). Signé à Oslo le 21 juin 1963 et à New York le 28 juin 1963

Texte authentique : anglais.

Enregistré d'office le 31 décembre 1980.

PROVISION¹ OF ASSOCIATE EXPERTS WITH UNITED NATIONS PROGRAMMES OF TECHNICAL ASSISTANCE

PROPOSED BASIC PRINCIPLES AND PROCEDURES

1. The Government of Norway undertakes to provide Associate Experts in connection with the Technical Assistance Programmes of the United Nations or projects for which the United Nations has been appointed executing agency, in accordance with the following principles:

- (a) Associate Experts shall be provided in response to specific requests from the United Nations, 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 United Nations. 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 United Nations in any established posts;
- (c) The final decision regarding the assignment of Associate Expert shall rest with the United Nations and the recipient country;
- (d) Associate Experts shall, for the duration of their assignment to the United Nations, be subject, as international civil servants, to the rules and regulations of the United Nations, as set forth in their letters of appointment which will be issued by the United Nations;
- (e) The Government of Norway shall be responsible for all identifiable costs such as salaries, allowances, insurance, and costs of transportation to and from the duty station.

2. The United Nations undertakes to submit to the Government of Norway requests for Associate Experts for which, in the opinion of the United Nations, suitable candidates may be found in Norway. Each request shall normally be in the form of a job description giving 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 Norway, 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 United Nations of the results within a reasonable period of time.

4. Each Associate Expert shall be assigned for an initial period of not less than twelve months, provided that, with the approval of the Government of

¹ Came into force on 28 June 1963 by signature.

Norway and subject to the agreement of the recipient government, this period may be extended to a period of twenty-four months' consecutive service.

5. As soon as an Associate Expert has been accepted by the United Nations and the recipient country, and a tentative reporting date established, the Government of Norway shall pay the sum estimated to be required for the purposes set out in paragraph 6 below into an "Account for Norwegian Associate Experts" to be established by the United Nations. The sum in Norwegian 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 United Nations and the Government of Norway. 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.

6. The United Nations shall, from this Account, meet all expenses connected with the assignment of the Norwegian Associate Experts, as follows:

- (a) Salaries and allowances;
- (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) Insurance of the Associate Expert against sickness, disability and death;
- (e) Such costs for reimbursement of administrative expenses as may be agreed between the United Nations and the Government of Norway.

7. Payments against the Account in currencies other than Norwegian Kroner shall be made at the prevailing accounting rates of the United Nations.

8. Annually, as soon as audited accounts are available, the United Nations shall submit to the Government of Norway a statement of the financial position of the Account as at 31 December of the preceding year.

9. In a Letter of Appointment the United Nations shall describe the conditions of service in full detail. A standard Letter of Appointment is annexed.

10. The terms and conditions of this letter may be modified by a further exchange of letters between the United Nations and the Government of Norway.

11. These arrangements shall remain in force until terminated by the giving of three months' notice in writing, either by the Government of Norway or by the United Nations.

Oslo, 21st June 1963
Norwegian Agency
for International Development:
R. K. ANDRESEN
Secretary General

New York, 28 June 1963
For the United Nations:
CHI-YUEN WU
Acting Commissioner
for Technical Assistance

LETTER OF APPOINTMENT — ASSOCIATE EXPERTS

To:

The United Nations and the Government of Norway have entered jointly upon a programme supplementing the United Nations Expanded Programme of Technical Assistance, under which opportunities will be offered to young Norwegian nationals with suitable qualifications, to gain field experience in their professions in the course of advancing the Programme of Technical Assistance.

Under this arrangement the Government of Norway provides in full the cost involved in the employment by the United Nations of "Associate Experts", as the appointees are called. The United Nations supplies the administrative facilities necessary to the successful completion of a multi-national project, and the recipient government accepts the Associate Expert as a participant in the Expanded Programme of Technical Assistance on the same basis as it accepts the senior expert.

I am pleased to offer you a temporary appointment for a fixed term as an Associate Expert under the Staff Regulations of the United Nations, as supplemented by the following terms and conditions, and subject to your successful passing of a medical examination.

CONDITIONS OF SERVICE

1. You will be required to subscribe to the oath of office required of Technical Assistance experts appointed by the United Nations under the Expanded Programme of Technical Assistance.

2. This appointment will be for and will take effect from You will be assigned to and your official duty station will be where you will work with the Technical Assistance expert in the field of assigned to that station. You may be transferred to another area during this assignment.

3. During this assignment your salary and allowances will be as indicated below. At least 25 per cent of the base salary will be paid in your home currency if your dependents reside at the duty station (following travel provided by the United Nations); 50 per cent of the base salary will be paid in your home currency in case you have no dependents, or if your dependents have not travelled to the duty station at the expense of the Organization. The remainder of the salary may be paid either in the currency of your home country or in the currency of the country of service, or both.

- (a) Salary - equivalent of \$
- (b) Dependency allowances---equivalent of \$
- (c) Assignment allowance (payable only in the currency of the country of assignment)— equivalent of \$
- (d) Post Adjustment (payable only in the currency of the country of assignment) — equivalent of \$

NOTE: The Post Adjustment rate varies for each country. The rate is revised periodically and is subject to change without notice.

In addition to the above, you are entitled to receive a service benefit upon completion of your assignment under conditions established by the United Nations. This benefit is not payable for less than one year's service. Normally, it will amount to eight per cent of your base salary for each year of service.

4. During travel on official business within the mission area, you will receive the daily subsistence allowance at the rate determined by the United Nations for the area.

5. You will be provided with a ticket, by air in economy (or tourist) class, covering your journey from to and return. Travel costs will also be paid for any travel on official business which you may be called upon to undertake during your assignment.

In addition to the tickets, you will receive, during official travel, a travel subsistence allowance at a rate established by the Organization.

6. *Baggage Allowance.* For your travel to and from the mission area, you will be entitled to bring a total of 50 kilogrammes by air. This includes the carriers' free allowance. The difference between 50 kilogrammes and the free allowance should normally be sent by air freight. If air freight is not available, this may be shipped as air excess baggage.

In addition you will be authorized shipment of household goods by land and/or by sea up to a maximum of 300 kgs. (660 lbs or 66 cubic feet) for yourself, 300 kgs. (660 lbs or 66 cubic feet) for the first recognized dependent and 100 kgs. (220 lbs or 22 cubic feet) for each additional dependent authorized to travel at the expense of the Organization, up to a maximum of 900 kgs. (1,980 lbs or 198 cubic feet) for yourself and your dependents.

7. *Annual Leave.* You will accrue annual leave at the rate of two and one half working days a month, which you will be expected to take during your assignment as far as practicable. You are required to submit a monthly report of leave so taken; a "Nil" report shall be submitted where no leave has been taken during the month.

Should your assignment be extended, you may carry over up to 30 days leave from the first year to the second, counted as of the anniversary date of your initial appointment; a maximum of 45 days may be carried over from the second to the third year of service; thereafter, a maximum of 60 days accrued annual leave may be carried over from one year to the next.

If, upon separation, you have accrued annual leave, you shall be paid in lieu thereof a sum of money equivalent to the amount which you would have been entitled to receive in the form of base salary for the period of such accrued leave up to a maximum of 45 days in the case of service of two years or less, or 60 days in the case of longer service.

8. *Sick Leave.* You may be granted sick leave up to three months on full salary and up to three months on half salary in any period of twelve consecutive months, provided that the amount of sick leave permitted in any four consecutive years shall not exceed eighteen months, nine months on full salary and nine months on half salary.

You are required to submit a monthly report on any absence due to illness, injury or public health requirements. Where the absence is for five consecutive working days or longer, it shall be supported by a certificate from a qualified member of the medical profession.

While on sick leave, you shall not leave the area of the duty station without the prior approval of the United Nations. Entitlement to sick leave shall lapse on separation from service.

9. *Medical and Hospital Expenses.* The United Nations will reimburse you for any medical and hospital expenses (but not dental expenses) necessarily incurred by you for injury or illness during the course of your assignment. This provision is not intended to extend to corrective surgery or the continuance or resumption of a normal course of remedial treatment relating to an established and pre-existent condition as at the date of appointment.

10. *Compensation for injury or illness attributable to service.* In the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations, you (or your dependents in the event of your death) shall be entitled to compensation in accordance with the provisions of Appendix D to Staff Rules as provided for career staff members with permanent appointments, provided that in the case of permanent disability or death there shall be set off against any compensation otherwise payable such proportion of any amount paid as group life insurance benefit in accordance with the paragraph below as corresponds to that percentage of premium borne under the said group life insurance plan by the United Nations.

You will be a participant in the standard group life insurance plan in which all United Nations experts participate. This plan makes no distinction between accidents attributable to service and those not so attributable.

You will not be a participant in the United Nations Joint Staff Pension Fund.

11. *Dependents:*

- (a) Travel to and from the mission area of the wives and children of Associate Experts is subject to the prior approval of the United Nations. If the travel is approved by the United Nations, travel tickets will be supplied and a travel subsistence allowance will be granted at the rates established by the Organization.
- (b) When such travel is approved by the United Nations payment will be made for installation costs during the first thirty days following arrival at the duty station under the normal United Nations conditions; that is to say, at one-half the full rate of daily subsistence allowance for the area in respect of each dependent. Thereafter, no increased payment of daily subsistence allowance will be made in respect of dependents.

12. The United Nations reserves the right to amend the conditions of this appointment, without prejudice to your acquired rights under this appointment. The United Nations also reserves the right to terminate an appointment in accordance with any applicable provision of its Staff Regulations.

13. This appointment does not carry any expectation of renewal or of conversion to any other type of appointment in the United Nations Secretariat. The conditions of service applicable to this appointment are set out in this Letter of Appointment, and the Associate Expert shall not be entitled to any benefit except as provided in this Letter of appointment. A copy of the Staff Regulations is transmitted herewith.

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Date

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On behalf of the Director of Personnel
United Nations Secretariat

To: The Director of Personnel

I hereby accept the appointment described in this Letter, subject to the conditions specified therein. I have been made acquainted with and accept the conditions laid down in the Staff Regulations and in this Letter of Appointment.

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Date

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Associate Expert
