

**No. 18473**

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**UNITED NATIONS  
and  
AUSTRIA**

**Agreement concerning the provision of associate experts.  
Signed at New York on 9 November 1978**

*Authentic text: English.*

*Registered ex officio on 1 April 1980.*

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**ORGANISATION DES NATIONS UNIES  
et  
AUTRICHE**

**Accord relatif aux services d'experts associés. Signé à  
New York le 9 novembre 1978**

*Texte authentique : anglais.*

*Enregistré d'office le 1<sup>er</sup> avril 1980.*

## AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS AND THE REPUBLIC OF AUSTRIA CONCERNING THE PROVISION OF ASSOCIATE EXPERTS

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*Article 1.* The Republic of Austria undertakes to provide associate experts in connexion with the technical co-operation activities of the United Nations 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 or its regional commissions in any established posts;
- (c) The final decision regarding the assignment of associate experts 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 Republic of Austria shall be responsible for all identifiable costs pertaining to the employment of each associate expert.

*Article 2.* The United Nations undertakes to submit to the Republic of Austria requests for associate experts for which, in the opinion of the United Nations, suitable candidates may be found in Austria. Each request shall normally be in the form of a job description which shall be forwarded to all countries participating in the Programme.

*Article 3.* The Republic of Austria, 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 article 2 above, and to advise the United Nations of the results within a reasonable period of time.

*Article 4.* Each associate expert shall normally be assigned for an initial period of not more than twelve months, but this period of service may be extended by the United Nations in agreement with the Republic of Austria and the Government of the recipient country.

*Article 5.* The Republic of Austria shall provide the United Nations with funds to meet all identifiable costs resulting from the employment of associate experts under this agreement and will, on an annual basis, deposit a sum for this purpose in an account designated by the United Nations (initially the United Nations Technical Assistance No. 2 account (014-1-018531) with the Chase

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<sup>1</sup> Came into force on 1 April 1980 i.e., the first day of the third month following the month in which Austria notified the United Nations (on 17 January 1980) that its constitutional requirements had been met, in accordance with article 10.

Manhattan Bank, 825 United Nations Plaza, New York, N.Y. 10017). Such deposit shall be in freely convertible currency. Prior to the appointment of an associate expert or the extension of his assignment, an estimate of costs shall be sent to the Republic of Austria. No appointment shall be made until after the Republic of Austria has acknowledged the receipt of the estimate and unless the costs thus estimated are covered by the amount deposited by the Republic of Austria. All deposits to and payments from the account in currencies other than US dollars will be made on the basis of the United Nations' rate of exchange in effect on the date of payment. Should the sum deposited annually by the Republic of Austria be greater than the total amount actually expended by the Organization during a given year, the residual and uncommitted amount shall be carried over to the next year.

*Article 6.* The United Nations shall from this account meet all expenses connected with the assignment of the associate experts from Austria which 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 agreed by the Republic of Austria;
- (d) Travel to and from the duty station for dependents and related costs and allowances;
- (e) Insurance of the associate expert against sickness, disability and death as well as contributions to the United Nations Joint Staff Pension Fund payable by the employing organization;
- (f) Any other identifiable but unforeseen expenses payable in accordance with the United Nations Staff Regulations and/or the terms of appointment of the associate experts;
- (g) Twelve per cent or such greater percentage as may subsequently be agreed to cover administrative expenses for United Nations associate experts' trust accounts of the total identifiable costs.

*Article 7.* Annually, as soon as audited accounts are available, and not later than 31 May, the United Nations will submit to the Republic of Austria a statement of the financial position of the account as at 31 December of the preceding year.

*Article 8.* On termination of the agreement, the United Nations will refund to the Republic of Austria any uncommitted credit balance remaining in the trust fund account, and the Republic of Austria will remit any amount due pursuant to article 6 above.

*Article 9.* In a letter of appointment to be given to the associate expert, the United Nations will describe the conditions of service in full detail.

*Article 10.* This agreement shall enter into force on the first day of the third month following the month in which the Republic of Austria notifies the United Nations that the constitutional requirements for the entry into force have been fulfilled.

*Article 11.* This agreement shall remain in force until terminated by the giving of three months' notice in writing, either by the United Nations or the

Republic of Austria. Notwithstanding such termination, the obligations of the United Nations and of the Republic of Austria shall continue for the duration of any subsisting associate expert appointment made pursuant to this agreement.

IN WITNESS THEREOF the respective representatives of the United Nations and of the Republic of Austria have signed this agreement in New York this 9th day of November one thousand nine hundred and seventy-eight.

For the United Nations:

[Signed]

FINDLEY BURNS, Jr.  
Officer-in-Charge

Department of Technical Co-operation  
for Development

For the Republic of Austria:

[Signed]

WOLFGANG WOLTE  
Envoy Extraordinary  
and Minister Plenipotentiary

Federal Ministry of Foreign Affairs

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