

No. 18292

**UNITED NATIONS
and
NETHERLANDS**

**Revised Agreement concerning associate experts. Signed at
New York on 19 February 1980**

Authentic text: English.

Registered ex officio on 19 February 1980.

**ORGANISATION DES NATIONS UNIES
et
PAYS-BAS**

**Accord révisé relatif aux services d'experts associés. Signé à
New York le 19 février 1980**

Texte authentique : anglais.

Enregistré d'office le 19 février 1980.

REVISED AGREEMENT¹ BETWEEN THE NETHERLANDS MINISTER FOR DEVELOPMENT CO-OPERATION AND THE UNITED NATIONS CONCERNING ASSOCIATE EXPERTS

Article 1. The Netherlands Minister for Development Co-operation (hereinafter referred to as “the Netherlands Party”) shall endeavour to provide associate experts in connexion with the technical co-operation activities of the United Nations in accordance with the following principles:

(a) The purpose of the Associate Expert Programme is to assist in the economic and social development of developing countries and to provide young men and women with field experience under the direction of senior United Nations experts, while contributing to the implementation of technical co-operation projects, as preparation for future service in development assistance activities.

(b) 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. 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.

(c) Associate experts shall not be placed at the Headquarters of the United Nations or its regional commissions in any established posts.

(d) Associate experts shall, for the duration of their assignment to the United Nations, be subject, as international civil servants, to the Regulations and Rules of the United Nations applicable to technical assistance personnel, as set forth in their letters of appointment which will be issued by the United Nations.

(e) The Netherlands Party 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 Netherlands Party requests for associate experts for which, in the opinion of the United Nations, suitable candidates may be found by the Netherlands Party. Each request shall be in the form of a detailed job description specifying, *inter alia*, duties and qualifications and providing background information on the project concerned as required for a proper selection of candidates.

Article 3. The Netherlands Party, although not committed to the provision of any specific number of associate experts, shall endeavour to nominate suitable candidates below the age of thirty (but in exceptional cases up to the age of thirty-two) for requests submitted to it in accordance with article 2 above and to advise the United Nations of the results within a reasonable time. The United Nations shall endeavour promptly to inform the Netherlands Party of the decision concerning persons nominated by it.

Article 4. Each associate expert shall be appointed for an initial period of twelve months. Associate experts shall be assigned only to projects which are expected to continue for no less than two years from the time of the associate expert's

¹ Came into force on 19 February 1980 by signature, in accordance with article 11.

initial assignment, so that, if the Netherlands Party, the United Nations, the Government of the recipient country, and the associate expert himself/herself, all agree, the appointment of the associate expert may be extended and he/she may remain on the same project for a total of two years. Subject to the agreement of all parties concerned, an associate expert may serve up to a total period of five years. While the renewal of an associate expert's appointment shall not give rise to any obligation or expectancy regarding future employment, it is understood that the United Nations shall propose the extension of an appointment only if the associate expert, on the basis of his/her performance, is considered suitable for a career in the field of international technical co-operation. If an appointment is so extended beyond the second year, the United Nations shall, in principle, endeavour to reassign the associate expert to another project and duty station, so that he/she may acquire practical field experience under different working and living conditions.

Article 5. While the degree of supervision may, depending on the associate expert's performance and the requirements of the project, gradually be lifted, newly appointed associate experts shall be assigned under the close and direct supervision of a senior expert, preferably of the same discipline.

Article 6. The Netherlands Party shall provide the United Nations with funds to meet all identifiable costs as detailed in articles 7 and 8 and will, on a quarterly basis, deposit a sum for this purpose in an account designated by the United Nations. (Such deposit shall be in freely convertible currency.) Prior to the appointment of an associate expert or the extension of his/her assignment, an estimate of costs shall be sent for the information of the Netherlands Party. No appointment shall be made unless the costs thus estimated are covered by the amount deposited by the Netherlands Party. 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 Netherlands Party 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. Travel costs in respect of a particular associate expert may be incurred and met from funds deposited by the Netherlands Party notwithstanding that the estimated costs for such associate expert might therefore be exceeded, provided that such travel costs would not cause the total costs for all associate experts under this Agreement to exceed the total estimate.

Article 7. The United Nations shall from the account mentioned in article 6 meet all expenses connected with the assignment of the associate experts provided by the Netherlands Party. These expenses shall include the following:

- (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 Netherlands Party;
- (d) Travel to and from the duty station for dependants 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) One per cent of the net annual salary of each associate expert to provide for compensation payments to which associate experts may become entitled under Appendix D to the United Nations Staff Rules;
- (g) Any other costs incurred in accordance with the United Nations Staff Regulations and Rules or the terms of appointment of the associate experts or as may be agreed upon by the United Nations and the Netherlands Party;
- (h) Twelve per cent or such other percentage as may subsequently be agreed to cover administrative expenses for United Nations associate experts' trust accounts of the total identifiable costs.

Article 8. The United Nations shall notify the Netherlands Party of the amount of any payment to which the associate expert may become entitled under any United Nations Staff Regulation or Rule or pursuant to a judgement of the United Nations Administrative Tribunal, and the Netherlands Party shall deposit that amount to the account. Such amount shall not be subjected to the overhead charge referred to in article 7 (h) above.

Article 9. Annually, as soon as audited accounts are available, and not later than 31 May, the United Nations will submit to the Netherlands Party a statement of the financial position of the account, specified per individual associate expert and cost category, as at 31 December of the preceding year.

Article 10. From time to time, but at least once a year, the responsible officials of the United Nations and the Netherlands Party shall review the results of their efforts with respect to the services of the associate experts and consult on possible improvements in operations. The effectiveness of the Programme in meeting the mutually agreed upon purposes will be evaluated taking into account, *inter alia*, the proportion of associate experts who are subsequently employed in bilateral or multilateral development co-operation activities as full experts.

Article 11. This Revised Agreement shall become effective on the date of signature and shall remain in force until terminated upon three months' notice by either the Netherlands Party or the United Nations. While no new associate expert's appointment shall be made after such termination, it shall be without prejudice to the rights of the associate experts under existing letters of appointment. The obligations of the United Nations and the Netherlands Party shall continue to apply to any subsisting appointment. After settlement of accounts, the United Nations shall refund to the Netherlands Party any uncommitted balance remaining in the account, and the Netherlands Party will remit any amount due pursuant to articles 6, 7 and 8 above.

IN WITNESS THEREOF the respective representatives of the United Nations and of the Netherlands Minister for Development Co-operation have signed this Revised Agreement this 19th day of February 1980.

For the United Nations:

[Signed]

MARGARET J. ANSTEE

For the Netherlands Minister
for Development Co-operation:

[Signed]

PIETER A. VAN BUUREN