

No. 21063

**UNITED NATIONS
(UNITED NATIONS ENVIRONMENT PROGRAMME)
and
LIBYAN ARAB JAMAHIRIYA**

**Agreement on the provision of the services of junior
professional officers. Signed at Nairobi on 19 May 1982**

Authentic text: English.

Registered ex officio on 19 May 1982.

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

et

JAMAHIRIYA ARABE LIBYENNE

**Accord relatif à la fourniture de services d'administrateurs
auxiliaires. Signé à Nairobi le 19 mai 1982**

Texte authentique : anglais.

Enregistré d'office le 19 mai 1982.

AGREEMENT¹ BETWEEN THE UNITED NATIONS ENVIRONMENT PROGRAMME AND THE SOCIALIST PEOPLE'S LIBYAN ARAB JAMAHIRIYA ON THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

Having regard to previous discussions between representatives of the United Nations Environment Programme and representatives of the Socialist People's Libyan Arab Jamahiriya with respect to the mutual desire of the United Nations Environment Programme and the Socialist People's Libyan Arab Jamahiriya (hereinafter referred to as "the Jamahiriya") for close collaboration in the use of the services of Junior Professional Officers,

The Jamahiriya and United Nations Environment Programme have entered into the following Agreement:

1. The Jamahiriya shall endeavour to provide Junior Professional Officers for service with United Nations Environment Programme in accordance with the following principles:

- (a) Junior Professional Officers shall be made available by the Jamahiriya in response to specific requests from United Nations Environment Programme, and shall be assigned to functions for which the latter is responsible;
- (b) The final decision regarding the appointment and assignment of Junior Professional Officers shall rest with United Nations Environment Programme;
- (c) Junior Professional Officers shall, for the duration of their appointment with United Nations Environment Programme, be subject, as international civil servants, to the Staff Regulations and Rules of the United Nations as applicable to United Nations Environment Programme in accordance with their letters of appointment, a copy of which shall be provided to the Jamahiriya by United Nations Environment Programme;
- (d) Junior Professional Officers shall be subject to the authority of the Executive Director of United Nations Environment Programme and shall be responsible to him in the exercise of their functions. Junior Professional Officers shall not seek or accept instructions in the performance of their duties from any country, including their own, or other authority external to United Nations Environment Programme;
- (e) The Jamahiriya shall be responsible for all identifiable costs pertaining to the employment of each Junior Professional Officer.

2. Whenever United Nations Environment Programme determines that there exists a need for Junior Professional Officers which might appropriately be met by candidates from Socialist People's Libyan Arab Jamahiriya, United Nations Environment Programme may submit to the Jamahiriya requests for Junior Professional Officers for service with United Nations Environment Programme in the following areas:

—Desertification;

¹ Came into force on 19 May 1982 by signature, in accordance with paragraph 16.

- Regional seas;
- Industry and environment;
- Soils;
- Water;
- Information; and
- Global environmental monitoring system (GEMS).

3. The Jamahiriya, although not committed to the provision of any specific number of Junior Professional Officers, shall endeavour to suggest candidates in response to requests submitted to it in accordance with paragraph 2 above, and to advise United Nations Environment Programme of the results within a reasonable period of time. Candidates shall be provided by the Jamahiriya only in response to specific requests from United Nations Environment Programme. Each request shall embody or be accompanied by a job description indicating, *inter alia*, the office to which the Junior Professional Officer would be assigned. United Nations Environment Programme shall give careful consideration to the candidates submitted by the Jamahiriya but United Nations Environment Programme may in its discretion decline any such candidate without any obligation to give reasons for the rejection of the candidate.

4. Candidates selected for appointment by United Nations Environment Programme shall receive appointments as Junior Professional Officers and shall be issued letters of appointment constituting them members of the staff of United Nations Environment Programme. 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, as a general rule, be assigned to assist Directors, Deputy Directors or comparable officials of United Nations Environment Programme or members of their staff.

5. The terms and conditions of employment of Junior Professional Officers shall be those prescribed by the appropriate United Nations or United Nations Environment Programme authorities for the category of staff to which the Junior Professional Officers 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 the Jamahiriya by United Nations Environment Programme. United Nations Environment Programme shall communicate to the Jamahiriya 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.

6. Each Junior Professional Officer shall normally be appointed as associate officer (P-2) in accordance with the applicable United Nations Environment Programme salary scale and for an initial period of twelve months. This period of service may be extended for one or two additional years in individual cases by United Nations Environment Programme in agreement with the Jamahiriya. The renewal of an appointment shall not give rise to any obligation or expectancy regarding further renewal or regarding future United Nations Environment Programme or United Nations appointment.

7. United Nations Environment Programme shall utilize the funds from the Account referred to in paragraph 10 below to meet all costs arising from the appointment of each Junior Professional Officer. These costs shall include the following:

- (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 dependants and related costs and allowance;
- (d) The applicable costs for medical and life insurance coverage and for participation in the United Nations Joint Staff Pension Fund;
- (e) Entitlements in connexion with separation from United Nations Environment Programme service, including commutation of accrued annual leave, if any;
- (f) Any other costs incurred in accordance with the United Nations Staff Regulations and Rules or as may be agreed upon by United Nations Environment Programme and the Jamahiriya;
- (g) Twelve per cent (12%) of the sum of the above subparagraphs (a) to (f) inclusive for reimbursement of United Nations Environment Programme's administrative expenses related to this Junior Professional Officers' programme.

8. The Jamahiriya shall pay as an identifiable cost the additional amount of one per cent of the net salaries and emoluments of Junior Professional Officers to cover claims which may arise under appendix D to the United Nations Staff Rules. Such payments will be credited to a special reserve account which has been established by the United Nations for this purpose.

9. United Nations Environment Programme shall notify the Jamahiriya of the amount of any payment to which a Junior Professional Officer may become entitled under any United Nations Staff Regulation or Rule (other than appendix D) or pursuant to a judgement by the United Nations Administrative Tribunal and the Jamahiriya shall deposit that amount to the account referred to in paragraph 10 below.

10. The Jamahiriya shall provide United Nations Environment Programme with the funds necessary to enable it to meet all the identifiable costs pertaining to the employment of Junior Professional Officers under this Agreement, including 12% of the sum of the expenses detailed in paragraph 7 above for reimbursement of United Nations Environment Programme's administrative expenses. The estimated amount of those funds shall be initially determined in each individual case through an exchange of letters between United Nations Environment Programme and the Jamahiriya. Payment of such estimated amount shall be made as soon as an offer of appointment made by United Nations Environment Programme to a candidate has been accepted by him, a tentative entry-on-duty date has been established, and the Jamahiriya has been notified by United Nations Environment Programme thereof. The estimated amount shall be deposited by the Jamahiriya into an account (hereinafter "the Account") to be established for that purpose. Unless otherwise agreed upon in a particular case, the deposit shall be in the currency of the Jamahiriya and shall be freely convertible. The Account

is subject to audit by the Internal Audit Service of the United Nations and the United Nations Board of Internal Auditors. No other audit will be performed. The Account shall be governed by the Financial Regulations and Rules, the Staff Regulations and Rules and other administrative policies and procedures of the United Nations applicable to United Nations Environment Programme. All financial accounts and statements shall be expressed in convertible currency. The obligations of United Nations Environment Programme under this Agreement shall be contingent on receipt of necessary funds from the Jamahiriya. United Nations Environment Programme and the United Nations will not assume any liability in excess of the amount deposited in the Account.

11. Not later than 1 April each year, United Nations Environment Programme shall submit to the Jamahiriya a statement of the financial position of the Account as of 31 December of the preceding year. Interim statements shall be submitted to the Jamahiriya by United Nations Environment Programme on a semiannual basis. Should the sums initially deposited by the Jamahiriya in respect of any specific Junior Professional Officer whose assignment ends in a given year be greater than or fall short of the total sum actually expended by United Nations Environment Programme in respect of his or her total period of service, the annual statement for that year shall so indicate, and the Jamahiriya shall either be credited with or shall make up the difference, in the latter case by an appropriate deposit into the Account within 30 calendar days of receipt of the statement.

12. 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 6 above.

13. From time to time, but at least once a year, the responsible officials of United Nations Environment Programme and the Jamahiriya will jointly review the results of their co-operative endeavours regarding the services of Junior Professional Officers and the Junior Professional Officer programme and consult on possible improvements in the arrangements.

14. The terms and conditions of this Agreement may be modified by exchange of letters between United Nations Environment Programme and the Jamahiriya. In matters relating to the implementation of this Agreement, including its modification, the representative of the Socialist People's Libyan Arab Jamahiriya to Kenya shall be competent to represent the Jamahiriya.

15. This Agreement will not become effective until such time as United Nations Environment Programme has informed the Jamahiriya that the consent of the Secretary-General of the United Nations that is required under the relevant United Nations rules for the establishment of the Account has been given.

16. 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 United Nations Environment Programme and the Jamahiriya.

DONE at Nairobi, in the English language, on this 19th day of May 1982.

[*Signed — Signé*]¹

For the United Nations
Environment Programme

[*Signed — Signé*]²

For the Socialist People's
Libyan Arab Jamahiriya

¹ Signed by M. K. Tolba — Signé par M. K. Tolba.

² Signed by Mohamed el Mangoosh — Signé par Mohamed el Mangoosh.