

**No. 21234**

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**UNITED NATIONS  
(UNITED NATIONS ENVIRONMENT PROGRAMME)  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement on the provision of junior professional officers.  
Signed at Nairobi on 3 September 1982**

*Authentic texts: English and German.*

*Registered ex officio on 3 September 1982.*

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

**et**

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord relatif à la fourniture de services d'administrateurs  
auxiliaires. Signé à Nairobi le 3 septembre 1982**

*Textes authentiques : anglais et allemand.*

*Enregistré d'office le 3 septembre 1982.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE UNITED NATIONS ENVIRONMENT PROGRAMME ON THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

The Government of the Federal Republic of Germany and  
The United Nations Environment Programme,

Having regard to previous discussions and correspondence between the Permanent Mission of the Federal Republic of Germany to the United Nations and the United Nations Environment Programme with respect to the mutual desire of the Government of the Federal Republic of Germany (hereinafter referred to as “the Government”) and the United Nations Environment Programme (hereinafter referred to as “UNEP”) for close collaboration in the use by UNEP of junior professional officers at duty stations in developing countries,

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 the Federal Republic of Germany, UNEP may request the Government to make available to it nominations of prospective junior professional officers for service with UNEP at duty stations in developing countries. The Government 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 candidate accepted for appointment by it shall be met by the Government as provided in this Agreement.

1.2. Candidates shall be presented by the Government only in response to specific requests from UNEP. Each request shall embody or be accompanied by a job description. The Government shall not be committed to the provision of any specific number of candidates in any given period. UNEP shall give careful consideration to the candidates submitted by the Government, but may decline any 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 regulations and rules of the United Nations as set forth in their letters of appointment. Junior professional officers shall, for the duration of their appointment with UNEP, be subject to the authority of the Executive Director of UNEP and shall be responsible to him in the exercise of their functions. They shall be assigned to assist directors, deputy directors or comparable officials of UNEP.

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

<sup>1</sup> Came into force on 3 September 1982 by signature, in accordance with paragraph 5.3.

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, but shall exclude participation in the United Nations Joint Staff Pension Fund. Copies of individual letters of appointment shall be provided to the Government by UNEP. UNEP shall communicate to the Government in due course any modifications of or amendments to the standard letter of appointment, a copy of which is annexed hereto for the information of the Government, the conditions of employment of junior professional officers, and the regulations and rules applicable to them.

3.2. Each junior professional officer shall normally be appointed as associate officer (P-2) in accordance with the applicable UN salary scale and for an initial period of twelve months. This period of service may be extended for a second period of twelve months in individual cases by UNEP in agreement with the Government. The renewal of an appointment shall not give rise to any obligation or expectancy regarding further renewal or regarding further UNEP appointment, it being understood that appointments not financed under this Agreement are in the sole discretion of the Executive Director of UNEP.

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 Regulations and Rules such expenses shall include:

- (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) Entitlements in connexion with separation from UNEP service, including commutation of accrued annual leave, if any.
- (e) The UNEP share of premium costs of participation, under the applicable regulations and rules, in the Group Life Insurance and Medical Insurance Plan.
- (f) Any other costs as may be agreed upon by UNEP and the Government.

3.4. The Government shall pay as an identifiable cost the additional amount of one percent of the net salaries 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.

3.5. UNEP shall notify the Government 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 Government shall deposit that amount into the account referred to in paragraph 4.1 below.

4.1. The Government shall provide UNEP 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 per cent of the sum of the expenses detailed in paragraph 3.3 above for reimbursement of UNEP's administrative expenses. The estimated amount of those funds shall be initially determined in each individual case through an exchange of letters between UNEP and the Government. Payment of such estimated amount shall be made as soon as an offer of appointment

made by UNEP to a candidate has been accepted by him, a tentative entry-on-duty date has been established, and the Government has been notified by UNEP thereof. The estimated amount shall be deposited by the Government 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 Government and shall be freely convertible.

4.2. Not later than 1 April each year, UNEP shall submit to the Government a statement of the financial position of the account as of 31 December of the preceding year. Interim statements shall be submitted to the Government by UNEP on a semi annual basis. UNEP shall also arrange for copies of quarterly statements to be furnished to the Büro Führungskräfte zu Internationalen Organisationen. Should the sums initially deposited by the Government 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 UNEP in respect of his total period of service, the annual statement for that year shall so indicate, and the Government 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.

4.3. 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.

5.1. The terms and conditions of this Agreement may be modified by exchange of letters between UNEP and the Government.

5.2. This Agreement shall also apply to Berlin (West) provided that the Government does not make a contrary declaration to UNEP within three months of the date of entry into force of this Agreement.

5.3. 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 the Government.

DONE at Nairobi, this third of September 1982, in duplicate in the English and German languages, both texts equally authentic.

For the United Nations  
Environment Programme:

[Signed]

Dr. MOSTAFA K. TOLBA  
Executive Director

For the Government  
of the Federal Republic of Germany:

[Signed]

Dr. A. G. KUEHN  
Permanent Representative  
to the United Nations Environment  
Programme