

No. 936

**UNITED NATIONS
and
UNITED NATIONS INDUSTRIAL DEVELOPMENT
ORGANIZATION**

**Agreement for the transfer, secondment and loan of staff.
Signed at Vienna on 14 November 1985 and at New
York on 20 November 1985**

Authentic text: English.

Filed and recorded by the Secretariat on 20 November 1985.

**ORGANISATION DES NATIONS UNIES
et
ORGANISATION DES NATIONS UNIES
POUR LE DÉVELOPPEMENT INDUSTRIEL**

**Accord relatif à la mutation, au détachement et au prêt de
personnel. Signé à Vienne le 14 novembre 1985 et à New
York le 20 novembre 1985**

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 20 novembre 1985.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND UNIDO FOR THE TRANSFER, SECONDMENT AND LOAN OF STAFF

The United Nations and the United Nations Industrial Development Organization,

In view of the conversion of the United Nations Industrial Development Organization (hereinafter called "UNIDO") from an organ of the United Nations into a specialized agency;

Desiring the above mentioned conversion to take place smoothly and with minimum disruption of the activities of UNIDO and in such a way that the careers and contractual status of the staff that have been assigned to UNIDO as a United Nations organ are preserved and maintained;

Taking into account:

(a) Paragraph 4 of General Assembly resolution 34/96 of 13 December 1979 on transitional arrangements relating to the establishment of UNIDO as a specialized agency,² which reads as follows:

"Urges that all members of the staff of the United Nations assigned to the existing United Nations Industrial Development Organization should be offered appointments by the new agency that preserve their acquired rights and contractual status";

(b) Paragraph (c) of Decision 9 of the first General Conference of UNIDO adopted by the Conference at its second plenary meeting, on 12 August 1985,³ in which the Director-General was invited to take due account of paragraph 4 of General Assembly resolution 34/96 of 13 December 1979;

Further desiring to make appropriate administrative arrangements for any movement of staff occasioned by the conversion;

Have concluded the following Agreement:

Article 1. GENERAL OFFER BY UNIDO

1. UNIDO undertakes to offer, by 15 November 1985, to those members of the staff of the United Nations who had been assigned to UNIDO as a United Nations organ, except those whose functions will remain the responsibility of the United Nations, appointments that preserve their acquired rights and contractual status, in accordance with this Agreement.

2. Should the Director-General of UNIDO determine that the needs of the organization were such that in exceptional cases an offer could not be made, UNIDO undertakes to consult with the United Nations regarding the exceptions on a case-by-case basis. In these cases the parties to this agreement shall be guided by the principles embodied in the Staff Regulations.

¹ Came into force on 20 November 1985 by signature.

² United Nations, *Official Records of the General Assembly, Thirty-fourth Session, Supplement No. 46 (A/34/46)*, p. 96.

³ United Nations Industrial Development Organization, *Decisions of the General Conference, First Regular Session*, part one (UNIDO/GC.1/INF.3), p. 4.

Article 2. TRANSFER OF STAFF

1. All members of the staff of the United Nations to whom an offer is made pursuant to article 1, and who accept such offer by 13 December 1985, shall cease to be United Nations staff members as of 31 December 1985. Their United Nations appointments shall be considered as having been superseded by the UNIDO appointments, which shall be effective as of 1 January 1986, as follows:

(a) Those who hold permanent appointments with the United Nations shall receive permanent appointments from UNIDO;

(b) Those who hold probationary appointments with the United Nations shall receive from UNIDO either a permanent appointment or a probationary appointment for a period equal to, or not exceeding by more than one additional year, in accordance with staff rule 104.12(a), the unexpired period of their United Nations appointments;

(c) Those who hold fixed-term appointments with the United Nations shall receive a fixed-term appointment from UNIDO for a period not less than the unexpired period of their United Nations appointments.

2. United Nations staff members, except for those whose United Nations appointments had been restricted to service with UNIDO and except for staff serving under the 200 Series of the United Nations Staff Rules, who transfer to UNIDO pursuant to paragraph 1 of this article, shall, for a period of five years from the date of such transfer, be entitled to be considered for reappointment to a post in the United Nations pursuant to the procedures that would have applied had their United Nations appointments continued during the five-year period, it being understood that any promotions that may have been granted by UNIDO in the same period may not automatically be recognized by the United Nations.

Article 3. SPECIAL SECONDMENT AT REQUEST OF STAFF MEMBER

Members of the staff of the United Nations in the Professional or higher categories serving under the 100 Series of Staff Rules and whose United Nations appointment is not restricted to service with UNIDO, to whom an offer is made pursuant to article 1 and who indicate by 13 December 1985 that they wish to work for UNIDO but wish to maintain, for a limited period of time, their contractual relationship with the United Nations, shall receive a special secondment from the United Nations to UNIDO under the following conditions:

(a) They shall retain their existing United Nations appointment. If such appointment is for a fixed term, the period of such special secondment shall correspond to the remaining duration of the United Nations appointment unless otherwise agreed. If the appointment is a probationary one, it may be extended or converted into a permanent appointment under the conditions applicable to such extensions or conversions, it being understood that the necessary performance evaluation reports and recommendations for renewal, extension or conversion of contracts will be prepared by UNIDO and provided to the United Nations.

(b) Upon secondment from the United Nations to UNIDO, they shall be appointed for an initial period of two years; such appointment shall be renewable, provided that the total period of service on secondment shall not normally exceed five years and that no appointment on secondment shall extend beyond the period of the expiration of the staff members' appointment with the United Nations. Upon completion of their special secondment, staff members who have become eligible for a retirement benefit under article 29 of the Regulations of the United Nations Joint Staff

Pension Fund may, subject to the consent of UNIDO, be required by the United Nations to continue serving UNIDO on loan in accordance with the terms of United Nations staff rule 101.5, up to the age of retirement. The costs of such loan shall be borne by UNIDO.

(c) At any time while on secondment under the terms of this article, the staff member may choose to be transferred to UNIDO in accordance with article 2, paragraph 1, *mutatis mutandis*, whereupon the staff member's United Nations appointment retained pursuant to subparagraph (a) of the present article shall be considered as having been superseded by the UNIDO appointment.

(d) Subject to the provisions of this article, if the staff member's appointment on secondment with UNIDO expires while the appointment with the United Nations still continues and the latter is not in a position to offer a suitable post, the United Nations appointment shall be terminated in accordance with the United Nations staff regulations 9.1 and 9.3.

Article 4. STAFF MEMBERS WHO DO NOT WISH TO SERVE WITH UNIDO

1. Members of the staff of the United Nations to whom an offer is made pursuant to article 1 who accept neither a transfer under the terms of article 2, paragraph 1, nor secondment under the terms of article 3 shall, if the United Nations is not in a position to offer them a suitable post by 30 June 1986, have their appointment terminated by the United Nations in accordance with staff regulations 9.1 and 9.3. Pending such action by the United Nations, the staff member shall be considered as being on loan to UNIDO, it being understood that UNIDO will bear the costs of such loan.

2. Staff members terminated by the United Nations pursuant to paragraph 1 of this article, or pursuant to article 3, subparagraph (d), shall not thereafter be offered an appointment by the United Nations or by UNIDO within a period corresponding to the number of months for which separation benefits have been received in the form of termination indemnity, plus a further period of fifteen months, unless they undertake to repay to the United Nations monies received as a result of their separation from the United Nations.

Article 5. UNITED NATIONS STAFF MEMBERS ON ASSIGNMENT TO UNIDO

United Nations staff members on assignment to UNIDO for a limited period under staff rule 103.22 will either continue to serve UNIDO for the remaining period of their original assignment, in which case they will be on secondment from the United Nations, or they will be reassigned by the United Nations.

Article 6. SPECIAL PROVISIONS

1. Pending decisions by the United Nations General Assembly and by the UNIDO General Conference concerning the establishment of a unified conference service, the staff members of Conference Service will retain their present United Nations contractual status. The administration of the staff, including renewal, conversion and extension of contracts, will continue to be provided by UNIDO under the conditions currently applicable. The provisions of this agreement will apply, *mutatis mutandis*, once the above decisions have been made.

2. If, subsequent to the signing of this Agreement, but prior to 31 December 1990, services or functions, including common services for the Organizations in the Vienna International Centre, are transferred from the United Nations to the UNIDO or vice versa, the present Agreement shall apply *mutatis mutandis*.

Article 7. GENERAL PROVISIONS

1. Except as otherwise specifically provided herein, the Inter-Organization Agreement Concerning Transfers, Secondments or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances (ACC/1982/PER/CM/24) (hereinafter called "the Inter-Organization Agreement") shall apply.

2. No staff member shall derive any rights or obligations directly from the present Agreement or from the Inter-Organization Agreement; such rights or obligations shall only be derived from any letter of appointment and from any provisions of the present Agreement or the Inter-Organization Agreement specifically incorporated therein.

Article 8. FINANCIAL ARRANGEMENTS

1. Entitlements accruing to staff members pursuant to part IV of the Inter-Organization Agreement as a result of their transfer or special secondment from the United Nations to UNIDO under the terms of the present Agreement will be financed by the two Organizations in the manner provided for in part V of the Inter-Organization Agreement, it being understood that, for the purposes of sharing the associated costs, service on assignment to UNIDO as a United Nations organ shall be considered to constitute service with UNIDO.

2. If former staff members make payments to the United Nations under the provisions of Article 4, paragraph 2, of the present Agreement, these shall be shared between the United Nations and UNIDO in accordance with the provisions of paragraph 1 of this article.

SIGNED, this 20th day of November
1985, at New York.

SIGNED, this 14th day of November
1985, at Vienna.

For the United Nations:

[Signed]

JAVIER PÉREZ DE CUÉLLAR
Secretary-General

For UNIDO:

[Signed]

DOMINGO L. SIAZON, Jr.
Director-General