

**UNITED NATIONS, INTERNATIONAL LABOUR
ORGANISATION, FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS,
UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION, WORLD HEALTH
ORGANIZATION, INTERNATIONAL CIVIL AVIATION
ORGANIZATION, UNIVERSAL POSTAL UNION,
INTERNATIONAL TELECOMMUNICATION UNION,
WORLD METEOROLOGICAL ORGANIZATION,
INTERNATIONAL MARITIME ORGANIZATION,
INTERNATIONAL ATOMIC ENERGY AGENCY
and INTERIM COMMISSION FOR THE
INTERNATIONAL TRADE ORGANIZATION/GATT**

**Inter-Organization Agreement concerning transfer, second-
ment or loan of staff among the organizations applying
the United Nations common system of salaries and
allowances. Concluded at London on 17 March 1972**

**Amendments to articles 1 (a), 5 (b), 7 (a), 7 (b), 10 (a), 16 (d)
and 40 (c) of the above-mentioned Agreement. Adopted
on 2 November 1982**

Authentic text: English.

Filed and recorded by the Secretariat on 1 January 1986.

INTER-ORGANIZATION AGREEMENT¹ CONCERNING TRANSFER, SECONDMENT OR LOAN OF STAFF AMONG THE ORGANIZATIONS APPLYING THE UNITED NATIONS COMMON SYSTEM OF SALARIES AND ALLOWANCES

I. GENERAL

1. (a) The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the World Health Organization, the International Civil Aviation Organization, the Universal Postal Union, the International Telecommunication Union, the World Meteorological Organization, the Inter-Governmental Maritime Consultative Organization, the International Atomic Energy Agency, and the Interim Committee for the International Trade Organization/General Agreement on Tariffs and Trade, have reached the following agreement concerning the rights of a staff member of one organization who is transferred, seconded or loaned to another organization, and the rights and liabilities of the two organizations concerned.

(b) The agreement does not give any organization the right to transfer, second or loan a staff member to another organization without his consent. It does not of itself give the staff member rights which are enforceable against an organization. It merely sets out what the organizations will normally do. The agreement can only be enforced to the extent that either the organizations have included appropriate provisions in their administrative rules or the parties have accepted to apply it in the individual case.

(c) The releasing organization of a staff member will inform him fully through its Personnel Office of the extent to which and the manner in which the two organizations concerned will apply this agreement and what his entitlements will be.

2. For the purposes of this agreement:

(a) "Releasing organization" is an organization which transfers, seconds or loans a staff member to another organization pursuant to this agreement;

(b) "Receiving organization" is an organization which accepts a staff member on transfer, secondment or loan from another organization pursuant to this agreement;

(c) "Transfer" is the movement of a staff member from one organization to another under conditions which give him no right to return to the releasing organization. Employment by an organization of a former staff member of another organization, after a break in service not exceeding twelve months, may, with the agreement of the parties concerned, be treated as if it were a transfer;

(d) "Secondment" is the movement of a staff member from one organization to another for a fixed period, normally not exceeding two years, during which he will normally be paid by and, except as otherwise provided hereafter, be subject

¹ Came into force on 1 May 1972, as agreed by the Parties.

to the staff regulations and rules of the receiving organization, but will retain his rights of employment in the releasing organization. The period of secondment may be extended for a further fixed period by agreement among all the parties concerned.

(e) "Loan" is the movement of a staff member from one organization to another for a limited period, normally not exceeding one year, during which he will be subject to the administrative supervision of the receiving organization but will continue to be subject to the staff regulations and rules of the releasing organization.

II. PROCEDURE

3. (a) No organization will make an offer of appointment to a staff member of another organization before discussing the matter with the Personnel Office of the latter. If consent is given, a proposal for transfer of the official will be made by the first organization to the Personnel Office of the second organization.

(b) An organization which seeks the secondment or loan of an official of another organization will make a request therefor to the Personnel Office of that organization.

(c) When a staff member applies for a vacancy in [another] organization, his Personnel Office will, if so requested by the second organization, send to the latter a description of his functions and a comprehensive appraisal of his performance and his qualifications. In any event, if the second envisages the possibility of his transfer, secondment or loan, it will inform the organization in which he is employed. Thereafter, negotiations may proceed as may be agreed between the two Personnel Offices.

Medical examination

4. An organization may require a staff member of another organization to undergo a medical examination as a condition of transfer, secondment or loan.

Provision of data

5. (a) When a staff member is to be transferred or seconded, the releasing organization will send without delay to the Personnel Office of the receiving organization the following information:

- (i) Name, nationality and date of birth of the official;
- (ii) Place to which he is entitled to be repatriated if he has such an entitlement, and recognized home if different;
- (iii) Names, nationalities and dates of birth of his recognized dependants, and their present location(s);
- (iv) Date of his entry on duty and his grade and contractual status at that date;
- (v) Current grade and step and date of advancement thereto;
- (vi) Type and duration of appointment;
- (vii) Status in the UN Joint Staff Pension Fund, including date of affiliation;
- (viii) Accumulated leave balance and full information concerning last home leave and family visit travel, if any;
- (ix) Date of sick leave in previous four years;

- (x) Accumulated service credit toward repatriation grant;
- (xi) Health and group life insurance arrangements, and accumulated participation credit in these arrangements;
- (xii) The cut-off date for annual leave in the releasing organization.

In addition, certified true copies of any necessary supporting material, such as birth certificates, will be forwarded.

(b) The receiving organization will be given such other information as it may reasonably request to enable it to have an adequate record of the whole of the international service and the qualifications of a staff member who is to be or who has been transferred or seconded to it.

(c) In the case of loan, the releasing organization will send to the receiving organization such information as the latter may reasonably request.

6. The receiving organization will inform the releasing organization as soon as possible of any change in the personal or official status of a seconded staff member.

7. (a) When a seconded staff member returns to the releasing organization the receiving organization will provide the releasing organization with a statement showing:

- (i) Changes in dependency status which occurred during the period of secondment;
- (ii) Dates of any promotions or increments accorded during the period;
- (iii) Dates of sick leave taken during the period, and the annual leave balance at the date service ceased in the receiving organization;
- (iv) Accumulated service credit towards repatriation grant at date of conclusion of secondment;
- (v) Health and group life insurance arrangements, and accumulated participation credit in these arrangements;
- (vi) An appraisal of the performance and conduct of the staff member during his secondment;
- (vii) The dates of any home leave, family visit travel or rest and recuperation travel entitlements exercised during the period of secondment.

(b) When a loaned staff member returns to the releasing organization, the receiving organization will provide the releasing organization with information as in (a) (iii), (iv), (vi) and (vii).

III. CONTRACTUAL RELATIONSHIPS BETWEEN THE STAFF MEMBER AND THE ORGANIZATIONS

Transfer

8. (a) A staff member who is transferred will cease as from the date of transfer to have any contractual relationship with the releasing organization, which will therefore be under no obligation to re-employ him should he leave the receiving organization.

(b) As from the date of transfer, the entitlements of the staff member will be governed by his contractual relationship with the receiving organization.

(c) Subject to satisfactory completion by the staff member of any period of probation which it may require, the receiving organization will, if it is possible to do so in accordance with its normal policies, grant him an appointment of duration not less than that of his appointment in the releasing organization.

Secondment

9. (a) When a staff member is seconded to another organization his contractual relationship with the releasing organization will, except as may be otherwise provided hereafter, be suspended until the expiry of the agreed period of secondment, or until such earlier date as the parties may agree.

(b) For the agreed duration of the period of secondment, the staff member's contractual relationship with the receiving organization will be that of a staff member with a fixed-term appointment, except that:

- (i) If the receiving organization considers that it has justification for terminating the appointment before the expiry of the agreed secondment period it will, subject to (ii) below, consult with the releasing organization with a view to ending the secondment at an earlier date to be agreed between the two organizations in such a way that there is no break in service;
- (ii) If the two organizations are unable to agree on an earlier date of return, or if the receiving organization considers that the circumstances warrant summary dismissal without consultation with the releasing organization, it may terminate the appointment in the receiving organization;
- (iii) In the event of a termination under (ii), the releasing organization will decide if the circumstances justify termination of the staff member's appointment in the releasing organization. If it does not terminate that appointment, the termination by the receiving organization will not affect the rights of the staff member to resume employment in the releasing organization on the date originally agreed for the end of the secondment, but the said organization may determine the staff member's status therein on that date, in the light of the circumstances.

(c) A seconded staff member may resign from the receiving organization in accordance with the terms of his appointment in that organization. Such resignation will not, unless he also resigns from the releasing organization, affect either his right or his duty to resume employment in the releasing organization on the date agreed between the two organizations for the end of the secondment; nor will it give him any right to return to the releasing organization before that date.

(d) A seconded staff member who abandons his post in the receiving organization renders himself liable to dismissal in both the receiving and the releasing organizations. Each organization will take such action as it deems appropriate under its rules, subject to (b) above.

(e) The releasing organization will be under no obligation to recognize any change of official status of the staff member which may occur in the receiving organization, except in calculating payments under paras. 18 (b) and 20 below.

Loan

10. (a) When a staff member is loaned he will be under the administrative supervision of the receiving organization, but will have no contractual relationship with it, continuing to be subject to the staff regulations and rules of the releasing organization. He may however be suspended from duty by the receiving

organization in circumstances which would justify the suspension of a staff member of that organization. In such event the receiving organization will consult with the releasing organization to enable the latter to decide the appropriate consequential action.

(b) If the loan involves a change of duty station, the releasing organization will decide in the light of the circumstances whether the new duty station should be regarded as a temporary duty station or a new permanent duty station.

Appeals

11. Appeals against administrative decisions taken before or after a transfer, or during a period of secondment or loan, will be heard by the appropriate appeals body of the organization which took the decision appealed against, and be dealt with under the regulations and rules of that organization.

IV. ENTITLEMENTS OF THE STAFF MEMBER

A. Service Credit

12. In the case of a transferred or seconded staff member, service in the releasing organization will be counted for all purposes, including credit towards within-grade increments, as if it had been made in the receiving organization at the duty stations where he actually served. In the case of a loaned staff member, service in the receiving organization will be counted as service in the releasing organization.

B. Salary and Allowances

13. (a) When a staff member in the Professional or higher categories is transferred or seconded to another organization:

- (i) At a higher or a lower grade than he held in the releasing organization, his base salary will be determined as if, immediately before the transfer or secondment, he had been serving in the receiving organization at the grade and step which he had held in the releasing organization, and had then been promoted or downgraded under the rules of the receiving organization;
- (ii) At the same grade, his grade, step and incremental date at the date of joining the receiving organization will be the same as they were in the releasing organization, provided that the step will not be higher than the normal maximum of the grade.

(b) When a staff member in the General Service or an equivalent local category is transferred or seconded to a post in the Professional category in another organization:

- (i) If there is no change in his duty station, his base salary will be determined as if, immediately before the transfer or secondment, he had been serving in the receiving organization at the grade and step corresponding to those which he had held in the releasing organization, and had then been promoted under the rules of the receiving organization;
- (ii) If there is a change in his duty station, his base salary will be determined as in (b) (i) above, and his post adjustment will then be set at the level in force at the new duty station.

(c) When a staff member in the General Service or an equivalent local category is transferred or seconded to a post in the General Service or equivalent local category in another organization:

- (i) If there is no change in his duty station, his base salary will be determined as in (b) (i) above, including, where applicable, the clause concerning promotion;
- (ii) If there is a change in his duty station, his grade and salary will be determined under the rules of the receiving organization and specified in advance of the transfer or secondment.

C. Annual Leave

14. (a) When a staff member is transferred, seconded or loaned, he will carry with him to the receiving organization his accrued annual leave credit.

(b) If, in the receiving organization, the cut-off date for carrying forward annual leave is earlier than the cut-off date of the releasing organization, the staff member will, if necessary, be granted an appropriate period of grace, to be decided by the receiving organization, in which to utilize any annual leave in excess of the amount which could be carried forward.

(c) So far as possible, the receiving organization will enable a seconded or loaned staff member to take, before his return to the releasing organization, all the annual leave which he accumulates during his service with it.

(d) When a staff member returns to the releasing organization, he will carry with him his accrued leave credit at the date of his return.

D. Home Leave

15. (a) When a staff member is transferred or seconded, any home leave entitlement he may have will be determined as if all his previous service had been with the receiving organization, at the places where he actually worked for the releasing organization.

(b) The receiving organization will not authorize home leave travel of a seconded staff member whose appointment with the releasing organization is due to expire within six months of his expected return from home leave unless the releasing organization certifies its intention to extend the appointment beyond the six-month period.

E. Education Grant and Related Travel Costs

16. (a) A transferred or seconded staff member who at the date of transfer or secondment was entitled to an education grant under the rules of the releasing organization will, in respect of any of his children in an educational institution at that date, remain entitled to the grant and related travel costs under the rules of the releasing organization until the end of the scholastic year concerned or, if earlier, until the date on which his children leave the school. Thereafter, any entitlement will be governed by the rules of the receiving organization.

(b) In respect of children who were not already in an educational institution at the date of transfer or secondment, his entitlement will be governed by the rules of the receiving organization.

(c) When, as a result of transfer, secondment or loan, a staff member changes his family residence during the scholastic year, any entitlement to education travel

will cover the cost of re-uniting his children with the family at the new place of residence.

(d) No staff member may receive from the releasing and receiving organization together, in respect of any one child for one scholastic year, more than the grant he would have received had all his service been with one organization, nor may the child receive more than one education journey between the duty station and the school and one between the school and the duty station.

F. Social Security

Joint Staff Pension Fund

17. The agreement does not affect any rights which the staff member may have under the Regulations of the UN Joint Staff Pension Fund.

Compensation for service-incurred illness, injury or death

18. (a) Any claim for compensation for illness, injury or death will be made to, and dealt with by and under the rules of, the organization to whose service it is attributable.

(b) Any compensation based on salary will however be calculated with reference to the last grade and step held by the staff member prior to the death or incapacity giving rise to the compensation.

Health and group life insurance

19. (a) A transferred staff member and his dependants will, insofar as the matter lies within the control of the receiving organization, be entitled to participate in any health or group life insurance arrangements of that organization, without new medical reservations or waiting periods. If however he prefers to continue participation in the arrangements of the releasing organization, and the two organizations agree that this would be reasonable and possible in the circumstances, he will be enabled to do so.

(b) A seconded staff member and his dependants will, insofar as the matter lies within the control of the organizations, be entitled:

- (i) To participate in any health insurance arrangements of the receiving organization, without new medical reservations or waiting periods. If however he prefers to continue participation in the arrangements of the releasing organization, and the two organizations agree that this would be reasonable and possible in the circumstances, he will be enabled to do so;
- (ii) To continue participation in the group life insurance arrangements of the releasing organization. If however he prefers to participate in the arrangements of the receiving organization, he will be enabled to do so.

(c) A loaned staff member and his dependants will be entitled to continue participation in the health or group life insurance arrangements of the releasing organization. If however he prefers to participate in the arrangements of the receiving organization, and the two organizations agree that this would be reasonable and possible in the circumstances, he will be enabled to do so.

(d) Insofar as the matter lies within the control of the organizations, periods during which a staff member has participated in any health or group life insurance arrangements of one organization will be taken into account in determining his eligibility for post-retirement participation in any schemes in which he was

participating at the time of his retirement. The organizations will consult as necessary on the detailed application of this principle.

G. Payments of Salary and Allowances on Separation

20. If during a period of secondment the services of a staff member are terminated both by the receiving and the releasing organization, or if he resigns from both organizations, or if he dies, his entitlements will be determined under the rules of the releasing organization as if all his service had been with it.

21. If during a period of secondment the services of a staff member are terminated by the receiving organization, but not by the releasing organization, his entitlements, if any, will be determined as follows:

- (a) Between the date of termination by the receiving organization and the date of resumption of duty in the releasing organization he will be deemed to be on leave without pay from the latter organization; his position *vis-à-vis* the UN Joint Staff Pension Fund will be regulated accordingly;
- (b) Termination indemnities will be payable by the receiving organization under its rules governing the payment of these indemnities for the termination of fixed-term appointments;
- (c) Entitlement to repatriation grant, if any, will be determined solely on the basis of service with the receiving organization. A period of service in respect of which a repatriation grant was paid by the receiving organization will not be reckonable toward any subsequent entitlement to the grant from the releasing organization;
- (d) Any payment for accrued annual leave will not exceed payment for leave earned in respect of service with the receiving organization less leave taken during that service. Any leave standing to the credit of the staff member in excess of the amount for which payment is made will be credited to him when he resumes service in the releasing organization.

H. Travel and Removal Costs and Installation Allowance on Taking up Duty in the Receiving Organization

Travel

22. If a transferred or seconded staff member is obliged to change his duty station, he will be entitled to his travel expenses, and to those of his dependants, in accordance with and subject to the rules of the receiving organization.

23. The entitlement of a loaned staff member to travel costs for himself and his dependants arising from his assignment to a new duty station will be governed by the rules of the releasing organization. However, if during his period of service with the receiving organization a loaned staff member is obliged to perform journeys on the official business of that organization, his entitlements in respect of such journeys will be governed by the rules of the receiving organization.

Removal of household effects

24. (a) When a staff member, as the result of transfer, or secondment, is obliged to change his duty station, his entitlement to removal of household effects will be determined under the rules of the receiving organization.

(b) The provisions of sub-paragraph (a) will not affect the right of the receiving organization to pay, under its rules, assignment allowance and related storage costs as an alternative to removal.

(c) A staff member who is loaned will have no entitlement to removal of household effects.

Installation allowance

25. (a) If a staff member as the result of being transferred or seconded is obliged to change his duty station, he will be entitled to installation allowance under the rules of the receiving organization.

(b) A staff member who is obliged to change his duty station as a result of being loaned will be entitled to installation allowance under the rules of the releasing organization unless he is entitled to a daily subsistence allowance during his service with the receiving organization.

I. Travel and Removal Costs on Separation from the Receiving Organization

Travel

26. On completion of a period of secondment a staff member who returns to duty in the releasing organization at a place other than the duty station where he worked for the receiving organization will be entitled to his travel expenses, and to those of his dependants, in accordance with and subject to the rules of the receiving organization.

27. (a) If during a period of secondment the services of a staff member are terminated both by the receiving and the releasing organizations, or if he resigns from both organizations, or if he dies, his entitlement, if any, (and/or that of his dependants) to repatriation travel will be determined under the rules of the releasing organization as if all his service had been with it.

(b) When an entitlement to repatriation exists under sub-paragraph (a) the staff member may, if the secondment entailed a change of duty station and the separation occurred at the new duty station while recognized dependants and/or household effects remained at the original duty station, be permitted to return to the original duty station before the repatriation entitlement is exercised.

28. (a) If during a period of secondment the services of a staff member are terminated by the receiving organization but not by the releasing organization, or if he resigns from the receiving organization but not from the releasing organization, his entitlement to repatriation travel, and that of his recognized dependants, will, subject to (b), be determined under the rules of the receiving organization.

(b) If, after separation under (a) above, the staff member returns to duty in the releasing organization without break in service, he will not be entitled either for himself or his dependants, to repatriation travel. Instead, he and his recognized dependants will be entitled to travel to the duty station to which he is assigned by the releasing organization.

(c) If, after separation under (a) above, the staff member returns to duty in the releasing organization after a break in service, he will have the same entitlements to travel expenses for himself and his recognized dependants as if he were being newly appointed, provided that where the break in service is due to

resignation his entitlement will not exceed the cost of travel by direct route between the duty station where he was serving when he resigned and the duty station to which he is posted by the releasing organization.

Removal

29. On completion of a period of secondment, a staff member who returns to duty in the releasing organization will be entitled to removal of his household effects to his new duty station under the rules of the receiving organization, if it had granted him a removals entitlement on the occasion of his secondment to it.

30. If during a period of secondment the services of a staff member are terminated both by the receiving and the releasing organization, or if he resigns from both organizations, or if he dies, his entitlements to removal expenses will be determined under the rules of the releasing organization as if all his service had been with it.

31. If during a period of secondment the services of a staff member are terminated by the receiving organization but not by the releasing organization, or if he resigns from the receiving organization but not from the releasing organization, his entitlement to removal expenses will be limited to the entitlement he would have under paragraph 29 above had he completed the period of secondment.

V. FINANCIAL LIABILITIES OF THE RELEASING AND RECEIVING ORGANIZATIONS

32. All transfers, secondments and loans will be subject to the following inter-organization financial arrangements unless otherwise agreed in a particular case between the organizations concerned.

Salary, allowances and social security contributions

33. (a) The receiving organization will bear the cost* of the staff member's salary and allowances, and of the employer's Pension Fund contribution, from the day he begins travel to that organization. In case of secondment or loan, its liability ceases on the day prior to the day on which the official reports back for duty in the releasing organization or, if this is sooner, on the effective date of termination of the official's appointment by the receiving, but not by the releasing, organization. The two organizations may however agree on an alternative date for the cessation of liability, particularly where leave is taken between the periods of employment.

(b) The extent of each organization's liability for employers' contributions to health insurance or social security schemes other than the Pension Fund will be agreed between the two organizations in each case.

(c) Any advances on salary or allowances (but not of travel expenses) made to the staff member by the releasing organization, which have not been recovered by the date of transfer or secondment, will be refunded to the releasing organization by the receiving organization, by which they will thereafter be recoverable from the staff member. The reverse procedure will be applied in respect of any advances outstanding against the staff member when he returns to the releasing organization after a secondment.

* This does not affect the principle that a loaned official remains on the payroll of the releasing organization.

(d) In cases of transfer or secondment the cost of any education grant for the scholastic year in which the transfer or secondment takes place will be borne by the two organizations in proportion to the period of service in each during that scholastic year.

(e) The extent of each organization's liability for the cost of any education travel will be agreed between the organizations in the light of the circumstances of each case, provided that:

- (i) Expenses for journeys already paid for by the releasing organization before the date of transfer or secondment will not be recoverable from the receiving organization;
- (ii) Expenses paid by the receiving organization will not be recoverable from the releasing organization;
- (iii) If the secondment results in a change of duty station which appreciably increases the cost of education travel in a particular year, the extra cost will be borne by the receiving organization.

Home leave costs

34. (a) Where possible, subject to the exigencies of the service, a transfer, secondment or loan which involves a change of duty station will be arranged in such a way that home leave, if the staff member is or soon will be entitled to it, can be taken between the last day of service in the releasing organization and the first day of service in the receiving organization. In such cases, the provisions of paragraph 40 regarding travel costs may be modified by agreement between the two organizations concerned.

(b) The costs of home leave taken after the staff member has reported for duty in the receiving organization will be borne in the first instance by that organization, but may be recovered in the case of a secondment or loan from the releasing organization if the total period of service in the receiving organization is less than twelve months.

Cost of validation of prior non-pensionable service

35. If during a period of secondment or after transfer a staff member validates for UNJSPF purposes a period of prior non-pensionable service, the organizations which employed him during the period validated will pay directly to the UNJSPF, in accordance with the Administrative Rules of the Fund, the sums due from them under the Regulations of the Fund.

Compensation for service-incurred illness, injury or death

36. The cost of any compensation for illness, injury or death, attributable to service, shall be borne by the organization in which the relevant service was performed.

Salary and allowances on separation

37. If the staff member is separated from service after transfer, any terminal payments due to him will be paid by the receiving organization, provided that if separation occurs within two years of the date of transfer, that organization will be entitled to recover from the releasing organization that proportion of the payments which the number of months of service of the staff member before the date of transfer bears to the total number of his months of service.

38. If during a period of secondment a staff member is separated from the service of both the receiving and the releasing organizations, any terminal payments under paragraph 20 above will be made by the receiving organization, which will be entitled to recover from the releasing organization that proportion of the payments which the length of service of the staff member before the date of secondment bears to the total length of service.

39. If during a period of secondment a staff member is separated from the service of the receiving, but not of the releasing organization, any terminal payments under paragraph 21 above will be made and borne by the receiving organization.

Travel, installation and removal costs

40. (a) In the case of transfer, secondment or loan the receiving organization will bear the travel costs of the staff member and of any dependants authorized to travel, for the journey to the duty station of the receiving organization.

(b) The receiving organization shall bear the cost of any installation allowance or subsistence allowance which is payable to the staff member at the new duty station.

(c) The receiving organization shall bear the costs of any removal authorized under paragraph 24 or of any alternative assignment allowances and costs of storage of effects.

41. If during his secondment a staff member's appointment with the receiving organization is terminated, but his appointment with the releasing organization remains in force, the receiving organization will bear any costs of travel under paragraph 28, and costs of removal under paragraph 31, as well as the cost of any installation allowance to which the staff member may be entitled at the new duty station.

42. If during the period of his secondment a staff member is separated from the service of both the receiving and the releasing organizations, the releasing organization will bear any costs of travel under paragraph 27(a) and costs of removal under paragraph 30; provided that if these costs exceed the cost which the organization would have incurred had the separation taken place at the duty station of the releasing organization where the staff member served before the secondment, the excess may be recovered from the receiving organization.

43. The receiving organization will bear the cost of any travel under paragraph 27 (b).

44. When a staff member returns to duty in the releasing organization on completion of his period of secondment or loan, his travel expenses to the new duty station under paragraph 26, together with the expenses of his entitled dependants, will be borne by the receiving organization up to an amount not exceeding the cost of travel back to the original duty station from which he was seconded. Costs of removal under paragraph 29 will be dealt with in the same manner. The cost of any installation allowance to which the staff member may be entitled at the new duty station will be borne by the receiving organization.

AMENDMENTS¹ TO ARTICLES 1 (a), 5 (b), 7 (a), 7 (b), 10 (a), 16 (d) AND 40 (c) OF THE INTER-ORGANIZATION AGREEMENT OF 17 MARCH 1972 BETWEEN THE UNITED NATIONS, THE INTERNATIONAL LABOUR ORGANISATION, THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS, THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION, THE WORLD HEALTH ORGANIZATION, THE INTERNATIONAL CIVIL AVIATION ORGANIZATION, THE UNIVERSAL POSTAL UNION, THE INTERNATIONAL TELECOMMUNICATION UNION, THE WORLD METEOROLOGICAL ORGANIZATION, THE INTERNATIONAL MARITIME ORGANIZATION, THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE INTERIM COMMITTEE FOR THE INTERNATIONAL TRADE ORGANIZATION/GATT CONCERNING TRANSFER, SECONDMENT OR LOAN OF STAFF AMONG THE ORGANIZATIONS APPLYING THE UNITED NATIONS COMMON SYSTEM OF SALARIES AND ALLOWANCES.² ADOPTED BY THE ORGANIZATIONS PARTY TO THE AGREEMENT ON 2 NOVEMBER 1982

The amended articles read as follows:

1. (a) The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the World Health Organization, the International Civil Aviation Organization, the Universal Postal Union, the International Telecommunication Union, the World Meteorological Organization, the International Maritime Organization, the World Intellectual Property Organization, the International Fund for Agricultural Development, the International Atomic Energy Agency, and the Interim Committee for the International Trade Organization/General Agreement on Tariffs and Trade, have reached the following agreement concerning the rights of a staff member of one organization who is transferred, seconded or loaned to another organization, and the rights and liabilities of the two organizations concerned.

5. (b) The receiving organization will be given such other information as it may reasonably request to enable it to have an adequate record of the whole of the international service and the qualifications of a staff member who is to be or who has been transferred or seconded to it, a copy of all such information to be provided at the same time to the staff member in question.

7. (a) When a seconded staff member returns to the releasing organization the receiving organization will provide the releasing organization with a statement showing:

¹ Came into force on 2 November 1982, the date of their adoption, as agreed by the Parties.

² See p. 296 of this volume.

- (i) Changes in dependency status which occurred during the period of secondment;
- (ii) Dates of any promotions or increments accorded during the period;
- (iii) Dates of sick leave taken during the period, and the annual leave balance at the date service ceased in the receiving organization;
- (iv) Accumulated service credit towards repatriation grant at date of conclusion of secondment;
- (v) Health and group life insurance arrangements, and accumulated participation credit in these arrangements;
- (vi) An appraisal of the performance and conduct of the staff member during his secondment;
- (vii) The dates of any home leave or family visit travel entitlements exercised during the period of secondment.

A copy of the above statement will be provided at the same time to the staff member in question.

(b) When a loaned staff member returns to the releasing organization, the receiving organization will provide the releasing organization with information as in (a) (iii), (iv) and (vii). A copy of all such information is to be provided at the same time to the staff member in question.

10. (a) When a staff member is loaned, he will be under the administrative supervision of the receiving organization, but will have no contractual relationship with it, continuing to be subject to the staff regulations and rules of, and retaining his contractual rights with, the releasing organization. He may, however, be suspended from duty by the receiving organization in circumstances which would justify the suspension of a staff member of that organization. In such event, the receiving organization will consult with the releasing organization to enable the latter to decide the appropriate consequential action.

16. (d) No staff member may receive from the releasing and receiving organization together, in respect of any one child for one scholastic year, more than the grant he would have received had all his service been with one organization, nor may the costs of more than one education grant journey be paid for, except where the staff member is serving in a duty station which is designated by the ICSC as being one where the costs of two such journeys may be reimbursed.

40. (c) The receiving organization shall bear the costs of any removal upon assignment authorized under paragraph 24 or of any alternative assignment allowances and costs of storage of effects. In the case of a transferred staff member who had an entitlement to full removal upon repatriation in the releasing organization, and who is separated from the receiving organization within two years, any costs of the removal upon repatriation not payable by the receiving organization will be borne by the releasing organization; thereafter the full cost of the staff member's entitlement shall be borne by the receiving organization.