

No. 27613

FRANCE
and
UNITED NATIONS
EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION

Exchange of letters constituting an agreement relating to measures to facilitate the use, by this organization, of the services of French civil servants within the framework of the provisions of the French civil service rules concerning mobility. Paris, 28 November 1988

Authentic text: French.

Registered by France on 30 October 1990.

FRANCE
et
ORGANISATION DES NATIONS UNIES
POUR L'ÉDUCATION, LA SCIENCE
ET LA CULTURE

Échange de lettres constituant un accord relatif aux mesures propres à faciliter l'utilisation, par cette organisation, des services de fonctionnaires français dans le cadre des dispositions du statut de la fonction publique française concernant la mobilité. Paris, 28 novembre 1988

Texte authentique : français.

Enregistré par la France le 30 octobre 1990.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION RELATING TO MEASURES TO FACILITATE THE USE, BY THE ORGANIZATION, OF THE SERVICES OF FRENCH CIVIL SERVANTS WITHIN THE FRAMEWORK OF THE PROVISIONS OF THE FRENCH CIVIL SERVICE RULES CONCERNING MOBILITY

I

PERMANENT DELEGATION OF FRANCE TO UNESCO
THE AMBASSADOR

Paris, 28 November 1988

Sir,

Subsequent to the talks between representatives of the French Government and your organization concerning secondment to UNESCO, under the provisions on mobility, of civil servants recruited from the Ecole Nationale d'Administration or the equivalent, I have the honour, on instructions from my Government, to propose the following measures:

Article 1

UNESCO is prepared to accept on secondment civil servants recruited from the Ecole Nationale d'Administration or the equivalent, referred to hereinafter as "professional officers", under the provisions on mobility.

Article 2

The professional officers shall not have the status of UNESCO officials. Nevertheless, in addition to their obligations under this Agreement, they shall comply with the general provisions of the staff regulations and staff rules as specified in their letter of appointment.

Article 3

Each year, in due time and as appropriate, UNESCO shall, through the Permanent Delegation of France to UNESCO, inform the French Government of the assignment of professional officers and the nature of the functions entrusted to them.

¹ Came into force by the exchange of letters, with effect from 22 February 1990, the date of the last of the notifications by which the Parties had informed each other of the completion of the required formalities, in accordance with the provisions of the said letters.

Article 4

The French Government shall propose qualified professional officers to the organization through the Permanent Delegation of France to UNESCO. The final choice of the professional officers to be accepted shall be made by the Director-General.

Article 5

The professional officers shall be appointed by the Director-General of UNESCO once the chief medical officer of the organization has certified that they meet the medical standards in force.

Article 6

The normal period of secondment shall be two years. It may be shortened by mutual agreement between the Director-General and the French authorities. Should a professional officer commit a serious breach of his obligations, the Director-General shall request the French authorities to terminate his secondment.

Article 7

UNESCO shall not meet any expenses connected with the secondment of professional officers, other than those mentioned in paragraph 8 below. Salaries, allowances, compensation and reimbursement for expenses of any kind shall be paid to them directly by the French authorities. The said authorities shall meet, as appropriate, the living, transportation and moving expenses incurred at the time of their secondment and of its termination, as well as those incurred for any home leave or home travel provided for at the time of secondment.

Article 8

UNESCO shall meet the costs (including insurance costs) occasioned by any missions it may assign to the professional officers during the period of their secondment. Where appropriate, UNESCO shall also pay compensation for the specific obligations incurred by the professional officers in the performance of their functions. The amount of such compensation shall be established by mutual agreement between UNESCO and the French authorities and specified in the letter of appointment of the professional officer.

Article 9

UNESCO shall not provide the professional officers with insurance coverage for old age, illness, accidents or occupational accidents. It shall be the responsibility of the French authorities and, where appropriate, the professional officers themselves to provide for the appropriate insurance coverage.

Article 10

The professional officers shall be subject to the authority of the Director-General of UNESCO and shall be responsible to him in the exercise of their functions in the secretariat.

Article 11

In performing the tasks assigned to them, the professional officers shall act in the sole interest of UNESCO, without seeking or accepting instructions from any Government or any authority outside the organization.

Article 12

They shall be bound by professional discretion in all matters relating to the service and shall not communicate to any unauthorized person any document or information that has not been made public.

Article 13

They shall observe working hours and shall be subject to the rules concerning leave in force in the secretariat.

Article 14

Upon expiry of the period of secondment, UNESCO shall submit a report to the competent authority of the French Republic through the Permanent Delegation of France to the organization, stating the duration and nature of the functions of the professional officer and containing, where appropriate, an evaluation of his performance. If the professional officer himself must prepare a report for the French administration, he shall be required to submit it to the Director-General before it is transmitted to the said administration.

I should be grateful if you would inform me whether the foregoing provisions are acceptable to your Organization. If so, this letter and your reply shall constitute an agreement between the French Government and UNESCO on secondment to the latter, under the provisions on mobility, of civil servants recruited from the Ecole Nationale d'Administration or the equivalent.

Each Party shall notify the other of the completion of the formalities required for the entry into force of this Agreement. It shall enter into force on the date of the second of these notifications.

Accept, Sir, etc.

MARIE-CLAUDE CABANA
Ambassador
Permanent Delegate of France to UNESCO

II

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
PARIS
THE DIRECTOR-GENERAL

28 November 1988

Reference: DG/88/1987

Madam,

I have the honour to acknowledge receipt of your letter of 28 November 1988, which reads as follows:

[See letter I]

I have the honour to confirm the agreement of UNESCO to the foregoing provisions.

Accept, Madam, etc.

[Signed]

MICHEL DE BONNECORSE
Director-General a.i.

Mrs. Marie-Claude Cabana
Ambassador
Permanent Delegate of France to UNESCO
Maison de l'UNESCO
