



28 May 1999

Administrative instruction

Gratis personnel*

The Under-Secretary-General for Management, pursuant to section 4.2 of the Secretary-General's bulletin ST/SGB/1997/1 and for the purpose of implementing General Assembly resolutions 51/243 of 15 September 1997 and 52/234 of 26 June 1998, promulgates the following:

Section 1

Scope of application

The present instruction applies to type II gratis personnel (hereinafter "gratis personnel"), who are personnel provided to the United Nations by a Government or other entity responsible for the remuneration of the services of such personnel and do not serve under any other established regime such as that applicable to interns, associate experts, personnel provided on a non-reimbursable loan under the provisions of ST/AI/231/Rev.1 and personnel provided to the United Nations Special Commission under the regime reported by the Secretary-General to the Security Council in document S/22508 of 18 April 1991.

Section 2

Conditions under which gratis personnel may be accepted

2.1 The Secretary-General may accept gratis personnel only on an exceptional basis, and provided the following conditions are met:

(a) After the approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time; *or*

(b) To provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates.

2.2 Gratis personnel may not be sought or accepted as a substitute for staff to be recruited against posts authorized for the implementation of mandated programmes and activities.

Section 3

Member States to be informed

3.1 When, at the time of preparation of a budget, it is foreseen that, under that budget, there will be needs which fulfil the conditions of section 2.1 (a) of the present instruction, the department or office where the services are to be rendered shall approach all Member States to inform them of the specific needs to be met by gratis personnel, and shall request Member States to identify within two months one or more individuals who could provide the required expertise.

3.2 In the case of new or expanded legislative mandates for which gratis personnel may be required under section 2 (b) of the present instruction, the department or office where the services are to be rendered shall inform all Member States of the needs to be met on a temporary and urgent basis, and shall request Member States to identify one or more individuals who could provide the required assistance within a period consistent with the urgency of the need in question.

* *Personnel Manual* index No. 4205.

Section 4

Selection

4.1 All nominees will be evaluated by the requesting department to ensure that the best qualified nominee is selected on the basis of the recruitment standards established by the Office of Human Resources Management in terms of qualifications, experience and other relevant factors, taking into account the date of availability of the nominees.

4.2 When selecting a nominee, due regard shall be paid to the importance of ensuring that personnel are obtained from as wide a geographical basis as possible.

Section 5

Functions

5.1 Gratis personnel may only be assigned functions consistent with the conditions set out in section 2.1 above.

5.2 Gratis personnel may not supervise staff members in the exercise of their official duties or be involved in decisions affecting the status, rights and entitlements of staff members. Exceptionally, however, gratis personnel having managerial responsibilities may supervise staff members who provide direct support to them.

Section 6

Duration of functions

6.1 Gratis personnel accepted under section 2.1 (a) of the present instruction may be accepted after the approval of a budget for an initial period of up to one year to discharge very specialized functions for which expertise is not required on a continuing basis in the Secretariat. The needs of the department or office concerned shall be reviewed closely at the time of preparation of each subsequent budget to determine whether the functions remain so specialized that it is still not appropriate for the Secretariat to build up the necessary expertise and recruit staff members accordingly.

6.2 Gratis personnel accepted under section 2.1 (b) of the present instruction for new or expanded mandates before a budget has been approved may serve for a period ending six months after the anticipated date of approval of the relevant budget. Should there be exceptional circumstances beyond the control of the Secretary-General, continuation of the services of gratis personnel beyond that period shall require approval by the General Assembly. Staff shall be recruited as soon as possible after approval of the necessary resources in order to allow for a transition period.

6.3 Gratis personnel may not apply for or be appointed to posts in the Secretariat for a period of six months after the end of their service.

6.4 Services rendered by gratis personnel may be terminated prior to the date stipulated in the agreement between the United Nations and the donor upon one month's written notice from either party.

Section 7

Status

Gratis personnel, while performing functions for the Organization, shall have the status of experts on mission, as defined in article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Section 8

Remuneration, medical and life insurance, pension and other social security benefits

8.1 All expenses in connection with the services of gratis personnel, including salaries, allowances and benefits to which the individuals involved are entitled and travel costs to and from the location where the gratis personnel are based, shall be paid by the donor. During the entire period of service under the agreement, the donor shall also ensure that gratis personnel are covered by adequate medical and life insurance, as well as insurance coverage for illness, disability or death incurred in the service of the United Nations.

8.2 Costs incurred by gratis personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

Section 9

Annual leave

9.1 Annual leave may be taken by gratis personnel in accordance with their terms of service with the donor but may not exceed leave entitlements of staff members. Accordingly, gratis personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. Gratis personnel accepted for a period of more than six months and personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service.

9.2 Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

Section 10

Performance of services

10.1 Gratis personnel shall perform their functions under the authority and in full compliance with the instructions of the appropriate official in the United Nations department or office concerned, and any person acting on his or her behalf. They shall be required to observe all applicable regulations, rules, instructions, procedures and directives relevant to the performance of their functions.

10.2 The performance of the functions assigned to gratis personnel shall be evaluated in accordance with the principles of the Performance Appraisal System, as set out in document ST/AI/1997/8.

Section 11

Standards of conduct

11.1 Gratis personnel shall respect the impartiality and independence of the United Nations Secretariat and of the receiving office, and shall be precluded from seeking or accepting instructions regarding the services performed under the agreement from any Government or from any authority external to the Organization. They must refrain from any conduct that would adversely reflect on the United Nations or on the receiving office, and may not engage in any activity which is incompatible with the aims and objectives of the United Nations.

11.2 Gratis personnel shall exercise the utmost discretion in all matters relating to their functions. Unless otherwise authorized by the appropriate official in the receiving office, they may not communicate at any time to the media or to any institution, person, Government or other external authority any information that has not been made public, and which has become known to them by reason of their association with the United Nations or the receiving office. They may not use any such information without the written authorization of the appropriate official, and such information may never be used for personal gain. These obligations shall continue after the end of their service with the United Nations.

Section 12

Accountability

12.1 Unsatisfactory performance, or failure to conform to the standards of conduct set out above, may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.

12.2 Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the donor, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

12.3 The donor will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by gratis personnel provided by the donor if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such gratis personnel.

Section 13

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury was caused by the actions or omissions of the gratis personnel in the performance of services to the United Nations under the agreement with the donor. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the gratis personnel provided by the donor, the donor shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Section 14

Agreement with the United Nations

14.1 The respective obligations of the United Nations, the donor and the gratis personnel will be clearly specified in a formal agreement between the United Nations and the donor. The individuals who are to serve as gratis personnel shall serve under the terms agreed upon by the United Nations and the donor, including full and direct remuneration of the gratis personnel by the donor. The agreement shall conform with the model agreement set out in the annex to the present instruction.

14.2 The essential duties and obligations that the United Nations will expect each individual brought in as gratis personnel to respect will be spelled out both in the agreement with the donor and in an individual undertaking signed by the gratis personnel. A model individual undertaking is set out in appendix II to the annex to the present instruction.

Section 15

Implementation of the present instruction

15.1 Heads of departments and offices shall be responsible for the proper application of the provisions of the present instruction. The Office of Human Resources Management shall monitor compliance with all the terms, conditions and requirements of the present instruction.

15.2 Heads of departments and offices shall submit to the Office of Human Resources Management, when requested, the information necessary for the preparation of reports requested by the General Assembly on gratis personnel.

Section 16

Final provisions

The present administrative instruction shall enter into force on 1 June 1999.

(Signed) Joseph E. **Connor**
Under-Secretary-General
for Management

Annex

Memorandum of agreement between the United Nations and [the Government of ...]^a for the contribution of personnel to the [name of department or office]

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

For gratis personnel accepted under section 2.1 (a) of the instruction:

Whereas under General Assembly resolution 51/243 the Secretary-General may accept type II gratis personnel, after approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time,

Whereas the United Nations requires expertise, not available within the Organization, to perform the specialized functions of ..., and the Government of ... (hereinafter “the Government”) offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

For gratis personnel accepted under section 2.1 (b) of the instruction:

Whereas under General Assembly resolution 51/243, the Secretary-General may accept type II gratis personnel to provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required to implement those mandates,

Whereas the United Nations Security Council, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter “the Government”) offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Or:

Whereas the General Assembly, in its resolution ... of [date] [set out the new or expanded mandate for which temporary and urgent assistance is required] and the Government of ... (hereinafter “the Government”) offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

And the Government of ... (hereinafter “the Government”) offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of the present agreement, in ...,

Now therefore the United Nations and the Government (hereinafter “the Parties”) have agreed as follows:

Article 1

Obligations of the Government

1. The Government agrees to make available to the [department/office] for the duration and purposes of the present agreement the services of [expert personnel] (hereinafter “[nationality] personnel”) listed in appendix I hereto. Changes and modifications to the appendix may be made with the agreement of the Parties.

2. The Government undertakes to pay all expenses in connection with the services of the ... personnel, including salaries, travel costs to and from the location where the ... personnel are based and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by ... personnel in accordance with their terms of service with the Government, but may not exceed leave entitlements of staff members. Accordingly, ... personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. ... personnel accepted for a period of more than six months and ... personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

^a In the event an “other entity” provides personnel under the agreement, rather than a Government, the name of that entity would be used.

3. The Government undertakes to ensure that during the entire period of service under the present agreement, the ... personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death.

Article 2

Obligations of the United Nations

1. The United Nations shall provide the ... personnel with office space, support staff, equipment and other resources necessary to carry out the tasks assigned to them at ... [recipient office].

2. Costs incurred by ... personnel undertaking official travel in the discharge of their functions shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the ... personnel arising out of or related to the provision of services under the present agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article 1, paragraph 3, of the present agreement.

Article 3

Obligations of the ... personnel

The Government agrees to the terms and obligations specified below and shall, as appropriate, ensure that the ... personnel performing services under the present agreement comply with those obligations:

(a) The ... personnel shall perform their functions under the authority, and in full compliance with the instructions of [head of department or office], and any person acting on his or her behalf;

(b) The ... personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present agreement from any Government or from any authority external to the United Nations;

(c) The ... personnel shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations;

(d) The ... personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the [department or office];

(e) The ... personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the [head of department or office], to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the written authorization of the [head of department or office], and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of the present agreement;

(f) The members of the ... personnel shall sign an undertaking in the form attached to the present agreement in appendix II.

Article 4

Legal status of the ... personnel

1. The ... personnel shall not be considered in any respect as being officials or staff of the United Nations.

2. While performing functions for the United Nations, the ... personnel shall be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

Article 5

Accountability

1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.

2. Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by ... personnel provided by the

Government if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such ... personnel.

Article 6

Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the ... personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the ... personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Article 7

Consultation

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with the present agreement.

Article 8

Settlement of disputes

Any disputes, controversy or claim arising out of, or relating to, the present agreement shall be settled by negotiation or other mutually agreed mode of settlement.

Article 9

Entry into force, duration and termination

The present agreement shall enter into force upon ..., and shall remain in force for ..., unless terminated earlier by either Party upon one month's written notice to the other Party. The agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

Article 10

Amendment

The present agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

In witness whereof, the respective representatives of the United Nations and the Government of ... have signed the present agreement.

DONE in [place of signature], this ... day of ... in the year ..., in two originals in the English language.

For the United Nations

For the Government of

[Head of department or office]

[Title]

Appendix I

List of ... personnel

[Name, functions and duration of functions for each individual]

Appendix II

Undertaking

I, the undersigned, as a member of the ... personnel made available by the Government of ... to the United Nations pursuant to the memorandum of agreement between the United Nations and the Government of ... for the contribution of personnel to the [department or office], hereby undertake to abide by the following:

(a) I understand that, as a member of the ... personnel, I shall not be considered in any respect as being an official or a staff member of the United Nations;

(b) I further understand that, while performing functions for the United Nations, I will be considered as an “expert on mission” within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;

(c) I shall perform my functions under the authority of, and in full compliance with the instructions of, the [head of department or office], or any person acting on his or her behalf;

(d) I shall respect the impartiality and independence of the United Nations and shall not seek nor accept instructions regarding my functions as a member of the ... personnel from any Government or from any authority external to the United Nations;

(e) I shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions;

(f) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorization of the [head of department or office] to the media or to any other institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the [head of department or office], and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment;

(g) I shall comply with all rules, regulations, procedures, instructions or directives issued by the United Nations and the [head of department or office].

Name printed in block letters

Signature

Date