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Superseded by ST/AI/295, 296, 297

To: All members of the staff

SUPERSEDED BY ST/AI/295, 296, 297

From: The Under-Secretary-General for
Administration and Management

Subject: USE OF OUTSIDE EXPERTISE AND PROFESSIONAL SERVICES

I. PURPOSE

1. The purpose of this instruction is to set out the policies and procedures governing the use of outside expertise and professional services by all departments and offices of the Secretariat for all purposes other than technical co-operation activities. The policies and procedures for the use of outside expertise and professional services in connexion with technical co-operation activities will be the subject of a subsequent instruction. The present instruction will become effective as of 1 January 1976 and will supersede all earlier instructions on the subject.

II. DEFINITIONS

2. Outside expertise and professional services consist of all advice, consultative assistance or personal services obtained by a contractual arrangement, other than a letter of appointment under the Staff Regulations, between the United Nations, on the one hand, and an individual, individuals, institution or corporate body, on the other. The individuals, institutions or corporate bodies who or which provide advice, consultative assistance or professional services are termed consultants, experts or contractors. Consultants, experts and contractors are not staff members of the United Nations in any sense. Outside expertise and professional services do not include temporary staff, the criteria for the engagement of whom are set out in paragraph 7 below.

3. A consultant is an individual who is a recognized authority or specialist in a specific field, engaged by the United Nations under contract in an advisory or consultative capacity to the Secretariat. Consultants may or may not receive remuneration for their services. In either case, the United Nations may provide for their travel expenses and pay them a subsistence allowance.

4. An expert is an individual who is a recognized authority or specialist in a specific field, engaged by the United Nations under contract in a personal capacity

as a member of an ad hoc expert group convened to provide advice or assistance to the Organization. Except as otherwise provided by resolution of the General Assembly, experts are not remunerated for their services, but the United Nations may provide for their travel expenses and may pay them a subsistence allowance.

5. A contractor is an individual or group of individuals, institution or corporate body with whom or which the United Nations concludes a contract for the performance of a specific, specialized task or piece of work against payment of an all-inclusive fee. A contractor does not normally work on United Nations premises, except when required to use facilities or equipment available there or when continuing consultation with staff members is essential for the performance of the task. Contractors whom the United Nations has engaged for the provision of maintenance and operating services on a continuing basis are not covered by this instruction.

III. GENERAL PRINCIPLES GOVERNING THE USE OF OUTSIDE EXPERTISE AND PROFESSIONAL SERVICES

6. The basic principles which govern the use of outside expertise and professional services are:

(a) The services to be performed by or with the help of such expertise should be clearly related to priority activities in the work programmes of the department or office in question and/or a legislative or programming decision;

(b) The services to be performed should not duplicate work or activities already done, being done or about to be done by other offices of the Secretariat, other United Nations bodies or other organizations or agencies of the United Nations system;

(c) Outside expertise should only be resorted to for assignments of a temporary and/or short-term nature and for tasks capable of being performed within a specified period of time;

(d) The services to be performed should be those for which provision cannot be found within the staff resources of the Secretariat for lack of specialized knowledge and/or expertise;

(e) Individual consultants and experts, as well as contractors, should be selected only from highly qualified candidates in the specific field in question;

(f) Consultants, experts and contractors should be selected from as wide and representative a number of countries as possible, including the developing countries.

7. Temporary staff, rather than outside expertise, should be used if the service required (a) arises from peak workloads or the unavailability of regular staff to carry out important and urgent work within established deadlines; (b) is of a full-time nature; (c) is of more than two weeks' duration; (d) is to be carried out on

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United Nations premises; and (e) requires direct supervision by a United Nations staff member, or requires the individual in question to supervise United Nations staff members. The criteria set out in paragraphs 6 (a), (b) and (c) governing the use of outside expertise also apply to the services for which temporary staff are proposed to be engaged.

IV. GENERAL CONDITIONS

A. Legal status

8. Consultants, experts and contractors or their employees are not officials of the Organization. For the purposes of article VI of the Convention on Privileges and Immunities of the United Nations they are experts on mission for the United Nations. If they are required by the United Nations to travel, they may receive a United Nations certificate.

B. Obligations

9. Consultants, experts and contractors, when on business of the United Nations, shall neither seek nor accept instructions on this matter from any Government or from any authority external to the United Nations. They may not engage in any activity that is incompatible with the discharge of their duties with the Organization. They are required to exercise the utmost discretion in all matters of official business. They may not communicate to any other person, Government or authority external to the United Nations any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate. Nor shall they at any time use such information to private advantage. These obligations do not lapse upon cessation of their contractual agreement with the United Nations.

C. Duration

10. A contract may be granted to a consultant or contractor normally for a maximum period of six months or, if the services are required on an intermittent basis, for a series of shorter periods with interruptions, provided that the aggregate of such periods does not exceed six months within any one period of 12 consecutive months. Renewal of such contracts may be authorized if circumstances warrant. Retired staff members of the United Nations or a specialized agency may not be employed as consultants or contractors for more than six months in any period of 12 consecutive months.

D. Remuneration

11. Remuneration of a consultant may be established on a time-linked (e.g., daily or weekly) basis or on a lump-sum basis for the advice or consultative assistance

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rendered. Remuneration of a contractor shall be established on a piecework basis or as an all-inclusive lump-sum amount for the service(s) to be performed. Consultants and contractors shall not be entitled to reimbursement of any taxes they may be required to pay nor to any benefits, payments or subsidies, except as expressly provided in the relevant contract.

12. No requesting office is authorized to make any financial commitment either orally or in writing to a proposed consultant or contractor; if any such commitments are made prior to receipt of authorization, they will not be binding on the Organization. However, in submitting its proposal for the engagement of outside expertise or professional services, a requesting office may recommend the level of remuneration to be offered.

13. The determination of the amount of remuneration shall be the responsibility of the Office of Personnel Services or the Office of General Services, 1/ as provided in this instruction. All offers to, and communications with, consultants, experts or contractors in regard to their remuneration or other administrative matters (travel arrangements etc.) shall be the responsibility of the appropriate executive officer, 2/ except as provided in paragraphs 37 and 38 below.

14. In deciding upon the level of remuneration to be offered, the Office of Personnel Services or the Office of General Services, as appropriate, shall be guided by the following criteria:

(a) The primary factor in establishing the remuneration shall be the nature (complexity, degree of specialization etc.) of the task to be performed;

(b) The remuneration to be paid to a consultant or contractor shall be the minimum amount necessary to secure the services, due consideration being given to the current market rate, if any, for comparable work;

(c) Where the remuneration is established as a lump-sum amount, account may also be taken, where appropriate, of the estimated time, in working days, necessary to complete the work.

15. A consultant or expert required by the United Nations to travel beyond the normal commuting distance from his or her usual place of residence shall normally be paid, for the period of service, a subsistence allowance at the basic daily rate prescribed by the Organization for the locality in which the service is performed. If such a consultant or expert is engaged for more than 60 days in any one place,

1/ In this administrative instruction the terms "Office of Personnel Services" and "Office of General Services" refer also to the corresponding services in offices away from Headquarters.

2/ In this administrative instruction the term "executive officer" is intended to describe the head of administration of a department or office and covers the terms "administrative officer", "chief of administration division" etc.

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the subsistence allowance paid shall be reduced in accordance with the provisions which are applied in comparable circumstances to staff members. . The Assistant Secretary-General for Personnel Services, may, in exceptional circumstances, authorize the payment of a subsistence allowance at a higher rate than the basic rate.

16. Remuneration of consultants and contractors is normally paid on fulfilment of their contracts. Subject to the provisions of financial rule 110.23, such remuneration may, however, be paid in instalments, in accordance with a schedule of payments linked to the completion of specific phases of the assignment and expressly provided in the contract. Each payment to a consultant or contractor shall require certification by the head of the requesting office that the appropriate phase of the assignment, as provided in the contract, has been completed satisfactorily.

E. Travel

17. If a consultant or expert is authorized to travel at the expense of the United Nations, such travel shall be by economy class when by air and first class by rail. Such travel shall be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (chap. VII) concerning travel of Professional staff. Specific contractual provision shall be made in the case of consultants for the application of appendix D to the Staff Rules on compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the United Nations. In the case of experts, specific contractual provision shall be made for the application of the provisional rules governing compensation to members of commissions, committees or similar bodies in cases of injury or death attributable to service with the United Nations.

F. Medical clearance

18. A consultant may not be authorized to travel at the expense of the United Nations unless the individual submits a recent medical certificate issued by a recognized physician stating that he or she has been in good health within the past nine months and is fit to travel; in cases of doubt, this certificate must be cleared by the appropriate medical service before the authorization to travel is given. A consultant or contractor (or contractor's employees) expected to work for one day or more in any office of the Organization, whether or not travel at the expense of the Organization is envisaged, shall also be required to submit a medical certificate of good health from a recognized physician or to undergo the type of medical examination and clearance required of short-term staff. If the consultant or contractor (or contractor's employees) is expected to work in any office for more than three months, he or she shall be required to undergo a full medical examination and clearance.

G. Health insurance

19. Consultants, experts and contractors or their employees are not eligible to

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participate in the health insurance schemes available to United Nations staff members. Responsibility for insurance against sickness rests with the consultant, expert or contractor.

H. Leave

20. Consultants, experts and contractors or their employees are not entitled to annual or sick leave.

I. Title rights

21. The United Nations shall have the right to all property rights, including but not limited to patents, copyrights and trademarks, in material which bears a direct relation to or is made in consequence of the work performed under a contract for consultants or contractors with the Organization. At the request of the United Nations, the consultant or contractor shall do the necessary to secure such property rights and to transfer them to the Organization in compliance with the requirements of the applicable law.

J. Termination of contract

22. The contract of a consultant or contractor may be terminated before the expiry date by either the consultant/contractor or the United Nations; such termination shall be made by one party giving the other party notice in writing of its intention to do so. The period of notice for consultants shall be five days in the case of contracts for a period of actual employment of less than two months and 14 days in the case of contracts for a period of actual employment of more than two months. The notice period for contractors shall be five days for contracts of less than two months and 14 days for contracts of more than two months. In the event of a contract being terminated prior to its due expiration date, the consultant or contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from termination of the contract by the consultant or contractor or resulting from failure by the consultant or contractor to complete satisfactory performance may be withheld from any amount otherwise due to the consultant or contractor from the United Nations.

V. FORMS

23. The forms to which reference is made in the present instruction are the following:

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- ADM.1 Request for outside expertise and professional services
(A and B)
- P.110 Personal history (short form)
- PT.139 Questionnaire - Organization experience
- P.104 Contract - Consultants
- P.105 Contract - Experts
- P.106 Contract - Individual contractors
- PT.141 Standard contract for professional services
- F.183 Payment voucher for outside expertise and professional services
- ADM.2 Evaluation and certification of outside expertise and professional services

24. Form ADM.1 (A and B). This form is designed to elicit all information needed to obtain a precise indication of the nature of the outside expertise or professional services required, the relationship of such expertise or services to the approved work programme of the requesting office, as well as financial, personnel and other administrative data necessary to evaluate the request. It is also intended to provide information on the reasons why a particular individual or institution should be selected to furnish the specific services required, as well as an indication of other individuals or institutions that were considered in arriving at the recommended selection.

25. Form P.110. This form is intended for use in place of form P.11 or P.13 in respect of consultants, experts and individual contractors. It has been designed to elicit only that information concerning the prospective consultant, expert or contractor which is directly relevant to the services for which it is proposed to engage the individual.

26. Form PT.139. This form is designed to elicit information on institutions, corporate bodies or groups of individuals which it is proposed to engage as a contractor, within the terms defined in paragraph 5.

27. Form P.104. This form is the appropriate contract for the engagement of consultants as defined in paragraph 3 above. This form of contract should NOT be used when the service to be performed is in the nature of a specific piece of work or assignment to be completed (e.g., preparation of a study on a particular subject, translation of a document, writing or voicing of a film, radio or television programme) rather than of time employed. In those cases, the contract for individual contractors (form P.106) should be used (see para. 29 below).

28. Form P.105. This form is to be used, in conjunction with a travel authorization (form PT.8) as appropriate, in order to provide for experts as defined in paragraph 4 above. The purposes of this contract are: (a) to provide, to an expert required to travel in order to participate in an ad hoc expert group, coverage for death, injury or illness attributable to the performance of services on behalf of

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the United Nations; (b) to record the limits of the Organization's liability vis-à-vis the expert; and (c) to record the expert's obligations to the Organization (see para. 9 above). If an expert is also requested to prepare a study or similar paper for discussion in an ad hoc expert group, and if it is considered warranted to pay for such a task, a contract for individual contractors (form P.106) may also be entered into with the expert.

29. Contracts for contractors. There are two forms of contracts for contractors to which reference is made in this instruction:

(a) Form P.106. This form is to be used to engage an individual on a contractual basis for a particular assignment or piece of work for the United Nations, such as writing, editing, translation and/or revision, proofreading, narration, illustration or typing. It has been designed to the maximum extent possible as a checklist, to ensure inclusion of all elements required to define precisely the nature of the task to be performed and the conditions under which the task will be deemed to have been accomplished satisfactorily.

(b) Form PT.141. This form is the standard contract to be used wherever possible to procure professional services from a corporate body, institution or group of individuals.

30. Form F.183. This form is to be used by the requesting office to certify that payment, interim or final, may be made by the Office of Financial Services to a consultant or contractor who has satisfactorily completed a specific phase of the assignment given under the terms of the contract entered into with the United Nations.

31. Form ADM.2. This form is to be filled out at the completion of each assignment for which recourse is had to outside expertise. The form is designed to record what was accomplished and how well it was performed in relation to the services originally requested; it also serves, together with form F.183, as the certification for payment, if warranted. The data contained therein will be used to create and maintain a central bank of information, both substantive and administrative, on the Organization's use of outside expertise and professional services.

VI. PROCEDURES

A. Request for outside expertise and professional services

32. The head of a requesting office (normally a division or its equivalent) shall initiate a proposal for the engagement of outside expertise and professional services by completion of form ADM.1-A well in advance of the proposed effective date of the contract. No request for the engagement of outside expertise and professional services shall be processed without a completed ADM.1-A form. It shall be the personal responsibility of the head of the requesting office to ensure that the proposed engagement of outside expertise is essential for the fulfilment

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of the work programme of the office and to provide any information and explanation to the executive officer that may be required to justify the proposal.

33. If the requesting office is recommending that the services required be obtained from a particular individual, the ADM.1-A form should be accompanied by a P.110 form that has been completed by the proposed candidate or prepared by the requesting office if the candidate is an expert of world-wide renown or has previously provided services to that office. ^{3/} If it is proposed to procure the services from an institution or corporate body, the requesting office should so indicate on the ADM.1-A form and may, if it wishes, recommend one or more such institutions or corporate bodies. The requesting office shall ensure that the forms required reach the executive officer of the department or office at least four weeks before the contract is due to begin.

34. The executive officer shall be responsible for:

(a) Reviewing the proposal to ensure that the services requested conform to the general principles enunciated in paragraph 6;

(b) Certifying the availability of funds to finance the services requested;

(c) Clearing the proposal with the head of the department where necessary;

(d) Endorsing, on behalf of the head of the department, the proposal as presented by the requesting office or indicating the changes considered necessary;

(e) Forwarding the proposal to the Office of Personnel Services or the Office of General Services, as appropriate.

B. Engagement of individuals

35. In the case of services to be obtained from an individual, whether as a consultant or contractor, the executive officer, using the ADM.1-B form, shall transmit the ADM.1-A and P.110 forms, together with any comments he or she deems necessary, to the Office of Personnel Services at least three weeks before the services are required. The Office of Personnel Services shall be responsible for:

(a) Agreeing to the engagement of the candidate proposed or recommending an alternative, bearing in mind the requirements set out in parts (e) and (f) of paragraph 6 above;

(b) Approving the amount of remuneration and/or subsistence allowance which shall be payable, if any;

^{3/} Although the P.110 form is to be used effective immediately, a P.11 or P.13 form may be provided instead, if a completed form prepared by the prospective candidate at a previous date is already available and if the information contained therein does not require updating.

(c) Deciding which form of contractual arrangement should be made with the candidate.

The Office of Personnel Services shall indicate its decisions in respect to these points by making appropriate entries in the relevant portions of the ADM.1-B form. It shall then return the original of the ADM.1-B form to the executive officer for action, retaining a copy of the ADM.1-B form, as well as the P.110 form for the purposes of its central roster and reporting requirements on consultants, experts and contractors. In the case of services to be obtained from an individual as an expert, the approval of the candidate by the Office of Personnel Services shall not be required. However, the executive officer shall transmit copies of the ADM.1 and P.110 forms to the Office of Personnel Services for the purposes of its central roster and reporting requirements.

36. Upon receipt of the ADM.1-B form from the Office of Personnel Services, the executive officer shall prepare the appropriate contract form along the lines indicated on behalf of the United Nations and transmit it to the individual for signature. The executive officer will also prepare, if necessary, a travel authorization (PT.8), which will not be issued until a certificate of good health has been received (see para. 18 above). When the contract form has been signed and returned by the individual, the executive officer shall countersign the contract on behalf of the United Nations and distribute the copies as indicated on the contract to:

(a) The individual;

(b) The Accounts Division, Office of Financial Services, which copy shall serve as the obligating document and as the authority for that office to pay, upon receipt of proper certification, the amounts indicated under the terms of the contract;

(c) The Office of Personnel Services, which copy shall ultimately be placed in the individual's file;

(d) The requesting office, which copy shall serve as notice that the services requested have been engaged.

The executive officer shall retain one copy for the records of the executive office.

C. Engagement of institutions or corporate bodies

37. Where the services requested are to be obtained from an institution or corporate body, the executive officer, using the ADM.1-B form, shall transmit the ADM.1-A form received from the requesting office to the Purchase and Transportation Service, Office of General Services, together with any comments he or she deems necessary. The procurement of such services from an institution or corporate body is subject to the provisions governing the award of contracts under financial rules 110.16 through 110.24. The Purchase and Transportation Service shall be responsible for:

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- (a) Obtaining a completed PT.139 form from the institution or corporate body recommended by the requesting office, if one is not already on file;
- (b) Reviewing, together with the requesting office, the completed PT.139 form, as well as those completed by any other institutions or corporate bodies which the Service believes are potentially suitable and should also be considered;
- (c) Determining, together with the requesting office, which institutions or corporate bodies should be invited to make proposals on the specific services required and inviting proposals by those institutions or corporate bodies;
- (d) Evaluating, together with the requesting office, the proposals received and coming to agreement on the preferred contractor;
- (e) Determining whether the terms of the proposed contract require, under the relevant financial rules, submission to the Committee on Contracts and arranging for such submission, if required;
- (f) Approving, where submission to the Committee on Contracts is not required, the amount of remuneration to be paid to the contractor;
- (g) Negotiating the contract with the contractor and awarding the contract.

38. The Purchase and Transportation Service shall advise the executive officer of the decisions taken by completing the appropriate sections of the ADM.1-B form and returning the original to the executive officer. The Purchase and Transportation Service shall retain a copy of the ADM.1 form, as well as the PT.139 form for the purposes of its central roster of institutions and corporate bodies. Wherever possible, the Purchase and Transportation Service shall utilize the standard contract for professional services (form PT.141) to engage the contractor. When the contract has been signed and returned by the contractor, the Purchase and Transportation Service shall countersign it on behalf of the United Nations and distribute copies as indicated on the contract to:

- (a) The contractor;
- (b) The Accounts Division, Office of Financial Services, which copy shall serve as the obligating document and as the authority for that office to pay, upon receipt of proper certification, the amounts indicated under the terms of the contract;
- (c) The executive officer of the requesting office for the records of the executive office;
- (d) The requesting office, which copy shall serve as notice that the services requested have been engaged.

The Purchase and Transportation Service, shall retain one copy to serve as the contract file copy.

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D. Commencement of assignment

39. No consultant, expert or contractor shall commence work on an assignment until a valid contract, duly signed and dated by the consultant, expert or contractor and countersigned and dated by the authorized representative of the United Nations, has been established. In exceptional circumstances, an exchange of telegrams confirming the exact terms of the contract may be recognized instead for the purpose of establishing the commencement date. The Office of Financial Services will not honour for payment any claims for services rendered before the date on which the contract was signed by the authorized representative of the United Nations or the exchange of telegrams took place.

E. Evaluation and certification of services

40. Any request for payment to a consultant or contractor shall be initiated by the office which requested the services. Where the contract entered into provides for payment in instalments upon satisfactory completion of specific phases of the assignment (see para. 16 above), the requesting office shall complete and transmit to the Accounts Division, Office of Financial Services, through the executive officer, a copy of form F.183 for each interim payment requested.

41. Where the contract provides only for lump-sum payment or where final payment is proposed, in addition to form F.183, the requesting office shall complete and transmit to the executive officer form ADM.2. If the nature of the work or services provided permits, the end product of the work or services should be appended to the ADM.2 form. If it is not possible or practicable to append an end product, the requesting office shall provide such other evidence as may be required by the executive officer to satisfy him or her that the work or services have been performed.

42. It shall be the personal responsibility of the head of the requesting office to ensure that the work and services for which payment is requested have, in fact, been satisfactorily completed and to provide any information and explanation that may be required to justify payment.

43. Before transmitting the F.183 form to the Accounts Division, the executive officer shall satisfy himself or herself that:

(a) The evaluation of services rendered which has been made by the requesting office would warrant payment under the terms of the contract;

(b) The payment proposed conforms to the terms of the contract. The executive officer's signature on form F.183 shall serve as his certification of the above. The executive officer will also transmit copies of the completed ADM.2 form to the Office of Personnel Services or the Office of General Services, as appropriate, retaining one copy for the records of the executive office.

VII. RECORDS

44. The executive officer of each department and office shall be responsible for maintaining records on an annual basis concerning the use of outside expertise and professional services. Such records shall include:

- (a) Name of the individual or institution;
- (b) Capacity in which employed (consultant, expert or contractor);
- (c) The project to which the expertise or services related;
- (d) Authority for the project and its relationship to the work programme;
- (e) Duration (both programmed and actual) of the project and of the outside expertise and professional services;
- (f) Proposed and actual use made of the outside expertise and professional services;
- (g) Detailed breakdown of fees and travel expenses:
 - (i) Authorized;
 - (ii) Paid;
- (h) Source of funds (specifying account code).

45. The Office of Financial Services shall be responsible for maintaining, on an annual basis, records concerning expenditures by the Secretariat as a whole for outside expertise and professional services. Such records shall include:

- (a) Total regular budget appropriations for consultants, ad hoc expert groups and contractual professional services;
- (b) Regular budget expenditures in each of the above categories, distinguishing between remuneration, travel expenses and other expenditures;
- (c) Extrabudgetary expenditures (by source of funds) in each of the above categories, distinguishing between remuneration, travel expenses and other expenditures.

46. The Office of Personnel Services shall be responsible for maintaining records for the Secretariat as a whole on individuals engaged by the United Nations as consultants, experts or contractors. Such records shall include:

- (a) Name, age and nationality of the individual;
- (b) Qualifications;

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(c) If the individual is a former staff member of the United Nations or a specialized agency, the date of separation, reason for separation and last grade and step;

(d) When individual was engaged;

(e) By which office the individual was engaged and in what capacity;

(f) Amount of remuneration;

(g) How the individual's services were evaluated.

47. The Office of General Services shall be responsible for maintaining a roster for the Secretariat as a whole on institutions or corporate bodies engaged by the United Nations to provide outside expertise and professional services. The roster shall include:

(a) The name and address of the institution or corporate body;

(b) Its qualifications;

(c) When the institution or corporate body was engaged, by which office and for what purpose;

(d) Amount of fee;

(e) How the services provided by the institution or corporate body were evaluated.

48. The data required to create the records described above will be available from the ADM.1, P.110, PT.139, ADM.2 and the contract forms. To facilitate the maintenance of the records prescribed above, steps are being taken to arrange for the eventual provision monthly of relevant computer print-outs to the responsible departments and offices. Pending the establishment of a computerized data system, the offices concerned will be required to maintain such records manually.

VIII. SPECIAL ARRANGEMENTS FOR OFFICES AWAY FROM HEADQUARTERS

49. Procedures and record-keeping arrangements prescribed above are intended to apply to the situation at Headquarters. The same procedures and reporting arrangements shall also apply, mutatis mutandis to offices away from Headquarters, unless and until modified procedures and reporting arrangements to suit the special requirements of such offices are issued separately as addenda to this instruction.
