



Secretariat

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ADMINISTRATIVE INSTRUCTION

To: Members of the Staff

From: Under-Secretary-General for Administration and Management

Subject: TECHNICAL CO-OPERATION PERSONNEL AND OPAS OFFICERS

Purpose

1. The purpose of this instruction is to set out detailed provisions for obtaining the services of individuals as technical co-operation personnel and Operational, Executive and Administrative Services (OPAS) officers in accordance with section IV of the Secretary-General's bulletin ST/SGB/177 of 19 November 1982 on policies for obtaining the services of individuals on behalf of the Organization. This instruction will become effective on 1 January 1983. Provisions for obtaining the services of individuals as temporary staff and individual contractors under section II and as consultants and participants in advisory meetings under section III of the Secretary-General's bulletin are set out in administrative instructions ST/AI/295 of 19 November 1982 on temporary assistance and individual contractors and ST/AI/296 of 19 November 1982 on consultants and participants in advisory meetings respectively.

I. TECHNICAL CO-OPERATION PERSONNEL

2. Technical co-operation personnel include project personnel, experts on mission, national experts and locally recruited General Service support staff. Technical co-operation personnel other than locally recruited General Service staff shall not be assigned to any established office to carry out the substantive programmes or to perform the support or service functions which are the direct responsibility of the Secretary-General. These shall be carried out, or performed, by staff appointed under the 100 or 300 series of Staff Rules or by individuals engaged as individual contractors under administrative instruction ST/AI/295.

Project personnel

3. Project personnel are individuals who are appointed under the 200 series 1/ of Staff Rules to provide, or assist in providing, advisory services to Governments on their request within the framework of a technical co-operation programme, project or activity.

4. The services of project personnel are normally limited to the country where the project to which they are assigned is located. Project personnel are not normally assigned to an office in New York, Geneva, Vienna or Nairobi or to the headquarters or a subregional office of a regional commission, but may be assigned:

(a) as regional advisers, to the headquarters or a subregional office of a regional commission, to advise Governments of the region or subregion at their request;

(b) as interregional advisers, to authorized departments and offices, 2/ in order to advise any Government at its request;

(c) as technical advisers, to authorized departments and offices, 2/ to provide technical support for projects; and

(d) to a research or training institute at any such office when so authorized. 3/

If any other project personnel are assigned to an office in New York, Geneva, Vienna or Nairobi or to the headquarters or a subregional office of a regional commission, a description of the project under which they have been assigned and a description of the job involved on Section A of the Job Description (P.148) form (items 1 to 5 only) shall be forwarded for review to the Assistant Secretary-General for Personnel Services through the Director, Division of Recruitment, Office of Personnel Services, within three months of the date of the individual's entry on duty or assignment.

General Service staff

5. Individuals whose services are required to support a technical co-operation programme, project or activity at the General Service level shall be recruited locally and either appointed under the 100 or 300 series of Staff Rules as regular or temporary staff or engaged as individual contractors under administrative instruction ST/AI/295 of 19 November 1982 on temporary staff and individual contractors.

Experts on mission

6. Experts on mission are individuals whose services are obtained for the purpose of providing advisory services to Governments or to technical co-operation projects by the engagement of the individual under a special service agreement. The services of an expert on mission may also be obtained under a contract with an institution or other corporate body, provided that the appropriate recruitment service certifies that the provisions of the contract do not conflict with the

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policies laid down in ST/SGB/177 and in this instruction. The official requesting approval of a contract that names an individual shall be responsible for obtaining the certificate from the appropriate recruitment service and submitting it to the office authorized to approve the contract. Such contracts shall be authorized and issued by the Contracts and Procurement Branch, DTCD, or the corresponding service in offices away from Headquarters, following receipt of the approval of the Committee on Contracts in appropriate cases.

7. An expert on mission entering into a special service agreement is referred to in this instruction as "the subscriber" to the agreement. The services of the subscriber are governed exclusively by the terms and conditions set out in the agreement. The services to be performed by an individual under a special service agreement must constitute a clearly defined part of a particular technical co-operation activity or project.

National experts

8. Special arrangements have been approved for the engagement under a service agreement of national experts, who are nationals of the host country where the project is located.

Budgetary policy

9. Project personnel, other than regional, interregional and technical advisers, must be appointed against specific budget provisions which are so identified in approved technical co-operation project documents. Similar budgetary provision is also required for experts on mission, national experts and locally recruited General Service staff. The services of regional and interregional advisers may only be obtained by their appointment against funds approved under the Regular Programme of Technical Co-operation. Technical advisers may only be appointed against funds approved by, or on behalf of, the Assistant Secretary-General for Financial Services, utilizing the resources of technical co-operation programme support accounts. Technical co-operation funds may also be used to finance individual contractors engaged for appropriate purposes such as editing and translation of technical co-operation reports under administrative instruction ST/AI/295 where authorized by a project document. In all cases any proposal for posts at the L-6 or D-1 level and above to be located at any established United Nations office must be submitted for approval to the Budget Division, Office of Financial Services.

II. PROVISIONS RELATING TO EXPERTS ON MISSION

10. An individual may only be engaged as an expert on mission under a special service agreement under one of the following conditions:

(a) The services to be performed are in the nature of a piece of work or an assignment to be completed rather than of time employed (e.g., preparation of a paper or document);

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(b) The services to be performed are of an intermittent or part-time nature rather than subject to normal working hours or continued periods of service (e.g. on a daily or weekly basis or when actually employed);

(c) The services to be performed, if of a continuous nature, are of such a short duration (e.g., for a period of three months or less) as not to warrant the administrative costs of appointing the individual under the 200 series of Staff Rules;

(d) The services of the individual concerned cannot be obtained through an appointment under the 200 series of Staff Rules, i.e., a government civil servant on reimbursable or non-reimbursable loan to the United Nations;

(e) The services to be performed call for highly specialized knowledge or expertise that cannot be obtained otherwise; or

(f) Circumstances exist where, in the opinion of the Chief, Technical Assistance Recruitment Service (TARS), DTCD, or the corresponding officer in offices away from Headquarters, it is in the interest of the Organization to use a special service agreement rather than to appoint the individual as project personnel. Such cases shall be reported annually to the Assistant Secretary-General for Personnel Services through the Director, Division of Recruitment, giving in writing the reasons for preferring a special service agreement.

Legal status

11. Subscribers to special service agreements serve in their personal capacity and not as representatives of a Government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Regulations of the United Nations nor "officials" for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations. They may, however, be given the status of "experts on mission" in the sense of Section 22 of Article VI of the Convention. If they are required by the United Nations to travel, they may be given a United Nations certificate in accordance with Section 26 of Article VII of the Convention.

Obligations

12. Subscribers to special service agreements shall neither seek nor accept instructions regarding their services for the United Nations from any Government or from any authority external to the United Nations. During the period of their service for 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 of the Organization. They may not communicate at any time 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 services with the United Nations.

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Title rights

13. The United Nations shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the subscriber to a special service agreement. At the request of the United Nations, the subscriber shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

Duration and location of services

14. The services of a subscriber to a special service agreement will normally be limited to a maximum of six work months in any period of twelve consecutive months. Extension of the special service agreement beyond six work months may exceptionally be authorized when extraordinary circumstances so warrant for a maximum additional period of three months. These limits do not apply to agreements with government civil servants whose services are provided under reimbursable or non-reimbursable loan arrangements. Unless otherwise stipulated in the special service agreement and apart from the time required for authorized travel, the services of a subscriber shall be rendered at the location of the project or activity to which the costs of the services are charged, and within the working days and hours observed by the project or activity concerned. An expert on mission may not serve in the country of his or her nationality for more than three months in any period of 12 consecutive months unless he or she is assigned to a project which is more than national in scope.

Procedure for engagement

15. The substantive office proposing the engagement of an individual as an expert on mission under a special service agreement shall complete a Special Service Agreement for experts on mission (TCD25A) form and forward it with a completed Personal History Statement for project personnel (TCD.49), if not already on the official status file, to the appropriate administrative office which shall check that the provisions of paragraph 10 have been observed. If funds are available and the administrative office agrees with the proposal, it shall forward the proposal to TARS, or the appropriate recruitment service in offices away from Headquarters, for approval. The approving officer shall in particular ensure that the provisions of paragraphs 10, 14 and 17 to 24 are observed.

16. No individual may commence work as a subscriber to a special service agreement until the relevant TCD25A form has been duly approved and signed on behalf of both the United Nations and the individual in question. In exceptional circumstances, acceptance of the special service agreement by the individual can be evidenced by a cable or other communication in writing.

Remuneration

17. Subscribers to special service agreements shall be remunerated on the basis of the time required to perform the services specified in the agreement at an agreed

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daily, weekly or monthly rate of payment or on the basis of a lump sum payment representing the value of the services to the Organization. If the services of an individual as an expert on mission are provided free of charge, a special service agreement may be issued with nil remuneration for the purpose of providing the individual with the appropriate status while performing the services specified in the agreement and in order to cover travel and related expenses as appropriate.

18. The determination of the amount of remuneration shall be the exclusive responsibility of the Chief, TARS, DTCD, or of the equivalent duly authorized officer in offices away from Headquarters, acting under authority delegated by the Secretary-General on the recommendation of the Assistant Secretary-General, Personnel Services. All offers to, and official communications with, subscribers regarding remuneration and other terms and conditions of service shall be the exclusive responsibility of the recruitment officer designated for the purpose. No official in any other service is authorized in any way to make any financial commitment, either orally or in writing, to a proposed subscriber. However, in submitting a request for the issuance of a special service agreement, a requesting official may recommend the level of remuneration to be offered, or state the maximum amount budgeted for the purpose.

19. The remuneration to be offered to a subscriber shall be determined, taking the following criteria into account:

(a) The primary consideration in establishing the level of remuneration shall be the nature of the services to be provided by the subscriber, i.e., the complexity, difficulty and extent of the work to be performed and the degree of expertise required to accomplish it.

(b) The estimated time required for the subscriber to undertake the work involved shall be taken into account, as well as the current market rate for comparable work, if available.

(c) The remuneration to be offered to the subscriber shall be the minimum amount necessary to obtain the services required by the Organization. The level of expertise of the subscriber must be appropriate to the importance of the services to be performed.

(d) Where the work is to be performed as an intermittent activity the level of remuneration may be established on a "while actually employed" (WAE) basis, at a time-unit rate.

20. The total remuneration payable to the subscriber to a special service agreement shall be specified in the agreement in gross terms, i.e., before tax. 4/ The Organization shall not be responsible for the payment of any taxes due on the remuneration paid to the subscriber by the Organization for his or her services. As a consequence, no statement of earnings will be issued by the United Nations to the subscriber. The payment of any taxes for which the subscriber is liable shall be the sole responsibility of the subscriber. The subscriber shall not be entitled to reimbursement of such taxes or to any benefit, payment or subsidy which is not expressly provided for in the agreement.

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21. Remuneration under special service agreements is paid, subject to the provisions of financial rule 110.23 on advance payments, upon certification by the requesting office that the services, or each appropriate phase thereof as provided in the agreement, have been completed satisfactorily. When a given duration of services has been stipulated, remuneration for any periods of services not rendered shall be deducted on a pro-rata basis. Additional costs to the United Nations resulting from the subscriber's failure to complete the services specified in the agreement to the satisfaction of the United Nations may be deducted from any amount otherwise due to the subscriber from the United Nations.

22. Subscribers required by the United Nations to travel beyond normal commuting distance from their normal place of residence shall be paid, for the period of service, a subsistence allowance in accordance with the established rates for the locality in which the service is performed.

Currency of payment

23. The currency of payment shall be specified in the special service agreement. Experts on mission who are not required by the United Nations to travel outside the country of their usual residence shall normally be paid in the currency of that country. Those who are required to travel outside the country of their usual residence may, in addition to receiving subsistence allowance, receive their remuneration in another currency when appropriate. Every effort should be made to make payments in the local currency when it is a non-convertible currency of which the United Nations has an accumulated balance.

Travel

24. If subscribers are required by the United Nations to travel beyond commuting distance from their usual place of residence, such travel at the expense of the United Nations shall be governed by conditions equivalent to the relevant provisions of the 200 series of the United Nations Staff Rules (chap. VII) concerning the travel of United Nations project personnel.

Service-incurred death, injury or illness

25. Subscribers to special service agreements who are authorized to travel at United Nations expense or are required under the agreement to perform their services in a United Nations office, or their dependants as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of the United Nations while in travel status or while working in an office of the Organization on official United Nations business to compensation equivalent to the compensation which would be payable under Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev.1) to a staff member at step V of the First Officer (P-4) level of the Professional category.

Medical clearance

26. A subscriber who is expected to work in any office of the Organization shall complete a statement of good health. Subscribers may not be authorized to travel

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outside the country of their normal residence at the expense of the United Nations unless the subscriber concerned submits a statement from a recognized physician certifying that the subscriber is in good health, is fit to travel and has had the required inoculations for the country or countries to which the subscriber is to travel. If the appropriate statement is qualified in any way or cannot be provided, the appropriate United Nations medical service must be consulted. If the subscriber is expected to work on any assignment for the Organization continuously for more than three months, clearance by the appropriate United Nations medical service is required on the basis of a Short-term Medical Examination (MS.1) form.

Insurance

27. The United Nations accepts no responsibility for the death, illness or injury of any subscriber which is not attributable to the performance of services on behalf of the United Nations. Subscribers are fully responsible for any expenses incurred as a result of such events and for arranging at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the United Nations as they consider appropriate. Subscribers are not eligible to participate in the life or health insurance schemes available to United Nations staff members. The responsibility of the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 25 above.

Leave

28. Subscribers to special service agreements are not entitled to annual or sick leave unless this is specified as a special condition to the agreement. No entitlement to annual or sick leave shall be granted to a subscriber to a special service agreement for less than six months. Entitlement to sick leave when granted shall be subject to a maximum of two working days for each full month of continuous service.

Evaluation

29. After the completion of the service or delivery of the product specified in the special service agreement, the requesting office shall provide an evaluation of the performance of the individual. One copy shall be retained on file for the purpose of audit. The other copy shall be forwarded with the Payment Voucher (F.183) form by which final payment is requested. If the performance of an individual engaged under a special service agreement is evaluated as less than adequate or poor, a copy of the evaluation shall be transmitted to the Chief, TARS, DTCD.

Termination of contract

30. A special service agreement may be terminated either by the subscriber or by the United Nations before the expiry date of the agreement by the party wishing to terminate the agreement giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.

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31. In the event of a special service agreement being terminated prior to its expiry date in this way, the subscriber 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 the termination of the agreement by the subscriber may be deducted from any amount otherwise due to the subscriber by the United Nations.

Settlement of disputes

32. In the event of any dispute arising out of, or in connection with, this contract, attempts should be made to settle the dispute by negotiation. If a settlement cannot be achieved in this way, the dispute shall be submitted to arbitration by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within 30 days of the request for arbitration, each party shall appoint an arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, the President of the United Nations Administrative Tribunal shall be requested to appoint the third arbitrator. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

III. OPAS OFFICERS

33. OPAS officers are individuals whose services are provided by the United Nations to requesting Governments under the terms of a Standard Agreement on Operational Assistance, to perform functions of an operational, executive and administrative character as civil servants or other comparable employees of the Government. They are, therefore, not United Nations officials or experts on mission in any sense, but government employees solely accountable to the employing Government. The Government, however, recognizes their international status and provides for them terms and conditions of service comparable to those of civil servants of the same rank, and in certain respects (e.g. leave, privileges and immunities) not less favourable than those provided by the Organization to its own officials.

34. Additionally, the United Nations, under a separate contract, provides the OPAS officers with administrative facilities including:

(a) The net payment of a stipend and of allowances to supplement their government pay; and

(b) Travel and transportation and other prerequisites to match those offered to project personnel, with the exception of participation in the United Nations Joint Staff Pension Fund (UNJSPF).

The contract does not give OPAS officers the status of staff members of the United Nations. Except as specified in paragraph 39 below, OPAS officers are therefore not eligible to participate in the UNJSPF, which is only open to staff members of member organizations.

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35. While they are accountable only to the Government, and can neither seek nor accept instructions from any other authority in the performance of their duties, OPAS officers are also bound to observe the standards of conduct set by the United Nations in their separate contract.

36. For the purpose of determining the stipend and other allowances to be paid by the United Nations, the Chief, TARS, DTCD, or corresponding officer in UNCTAD, UNIDO or UNCHS, is responsible for establishing a level of remuneration for the OPAS officer based on the salary scales of the Organization, from which the salary paid by the Government is deducted. No commitment made by any other authority is binding upon the Organization.

37. The contract between the United Nations and the OPAS officer is normally for one year and does not carry any expectancy of renewal or conversion to any other type of appointment in the Organization, and can be terminated by either party giving the other the notice stipulated in the contract, subject to the payment of compensation as required by the contract.

38. OPAS officers cannot be appointed to serve in the country of their nationality.

39. Staff members of the Organization may be detailed or assigned for service as OPAS officers if, in the opinion of the Assistant Secretary-General for Personnel Services, such action is justified in the interest of the Organization. During such periods they shall be treated as if on special leave and if they are participants in the UNJSPF, they shall continue their participation for these periods.

Notes

1/ ST/SGB/Staff Rules 2/Rev.5.

2/ The departments and offices at present authorized to have interregional advisers and technical advisers assigned to them are the Department of International Economic and Social Affairs (DIESA), the Department of Technical Co-operation for Development (DTCD), the United Nations Conference on Trade and Development (UNCTAD), the United Nations Industrial Development Organization (UNIDO), the United Nations Environment Programme (UNEP) and the United Nations Conference on Human Settlements - Habitat (UNCHS).

3/ The institutes at these offices at present authorized to have project personnel assigned to them are the Asian and Pacific Development Institute (APDI), the Latin American Demographic Centre (CELADE), the Latin American Institute for Economic and Social Planning (ILPES), and the United Nations Research Institute for Social Development (UNRISD).

4/ The special service agreement should specify whether Saturdays, Sundays and local holidays will be considered as working days. Otherwise, a five-day week will be considered as normal.
