

AGREEMENT BETWEEN THE GOVERNMENT OF BELGIUM
AND
UNITED NATIONS CHILDREN'S FUND
ON THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

Having regard to the mutual desire of the Government of Belgium (hereinafter referred to as the "Government") and the United Nations Children's Fund (hereinafter referred to as "UNICEF") for Junior Professional Officers (hereinafter referred to as "JPOs") from Belgium to be engaged to perform services for UNICEF; the Government and UNICEF have entered into the following Agreement:

- I. The Government shall endeavor to provide JPOs for service with UNICEF in accordance with the following principles:
 - A. The purpose of this Junior Professional Programme is to permit young men and women from Belgium to acquire field experience in international development co-operation activities such as those of UNICEF under the close direction of senior UNICEF officials, while contributing to the implementation of the programmes and activities of UNICEF by temporary service in UNICEF's field offices.
 - B. JPO candidates shall be made available by the Government in response to specific requests from UNICEF and shall be assigned to functions for which UNICEF is responsible.
 - C. The final decision regarding the appointment and assignment of JPOs shall rest with UNICEF.
 - D. For the duration of their appointment with UNICEF, JPOs shall be subject, as international civil servants, to the Staff Regulations and Rules of the United Nations as applicable to UNICEF, and to the terms and conditions contained in their Letters of Appointment. (Copies of individual Letters of Appointment shall be provided to the Government by UNICEF).
 - E. JPOs shall be subject to the authority of the Executive Director of UNICEF and shall be responsible to her/him in the exercise of their functions. JPOs shall not seek or accept instructions, in the performance of their duties, from any government, including their own or other authority external to UNICEF.
 - F. The Government shall be responsible for all identifiable costs pertaining to the employment of each JPO.

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2. Whenever UNICEF determines that there exists a need for JPOs which might appropriately be met by candidates from Belgium, UNICEF will submit to the Government, requests for JPOs for which, in the opinion of UNICEF, suitable and qualified candidates may be found by the Government. Each request will normally include a job description, initial place of assignment and other information necessary to facilitate the identification and better selection of candidates by the Government.
3. The Government, although not committed to the provision of any specific number of JPOs, shall endeavor to suggest candidates in response to requests submitted to it in accordance with paragraph 2 above and to advise UNICEF of the results within a reasonable period of time.
4. Whenever interviews with candidates are desired prior to final decision on the selection, the Government will take the necessary actions to organize such interviews. The cost of such interviews shall be borne by the Government
5. UNICEF shall establish the conditions of service of each JPO in a Letter of Appointment consistent with paragraph 1 (D) above. JPOs shall be appointed as Assistant Officer at level P/L-2 depending on individual qualifications and previous professional experience. The Letter of Appointment will provide the details concerning the conditions of service for each JPO and a detailed job description regarding area of responsibility, specific tasks and training/education element of the concrete position.
6. Such appointment of JPOs shall, initially, be for a period of one year. The appointment may, with the consent of the Government, be renewed for a further year to provide a total period of service of two years as a JPO. Only in exceptional cases UNICEF will consider an extension for a third year as per UNICEF Administrative Instructions on Recruitment of Junior Professional Officers no. CF/AI/1994/016 Rev.1 dated 04 January 1995.
7. The Government shall ensure adequate preparation of JPOs prior to their appointment and subsequent assignment. The prospective JPOs shall be advised of in-country travel arrangement and duration of the tour of duty. UNICEF shall, in turn, provide briefing materials, including the Staff Regulations and Rules of the United Nations, to the JPOs prior to their appointment. During the assignment, UNICEF shall offer training to the JPO as deemed necessary.



8. The Government shall provide UNICEF with the necessary funds to enable UNICEF to meet the costs of the assignments of JPOs under this Agreement. To this end, the Government shall inform UNICEF, on an annual basis, of the number of JPOs it will support and UNICEF shall provide the Government with estimated costs for such JPOs. As soon as a candidate has been accepted by UNICEF and the final decision on the selection of each JPO has been made pursuant to the provisions of this Agreement, the Government shall deposit the amounts due for such JPOs into a Special Account designated by UNICEF (hereinafter referred to as "the Account"). Any further amounts due in respect of such JPOs shall be deposited by the Government into the Account upon request from UNICEF. Monies shall be paid in United States dollars or in another freely convertible currency satisfactory to UNICEF.
9. The Accounts shall be governed by the Financial Regulations and Rules, the Staff Regulations and Rules and other administrative policies and procedures of the United Nations applicable to UNICEF. All financial accounts and statements will be expressed in United States dollars. The obligations of UNICEF under this Agreement will be contingent on receipt of necessary funds from the Government. UNICEF and the United Nations will not assume any liability in excess of the amounts deposited in the Account.
10. UNICEF shall utilize the funds from the Account to meet all costs arising from the appointment of each JPO. These costs shall include the following:
 - A. salaries and allowances;
 - B. transportation to and from the duty station and related costs and allowances;
 - C. travel to and from the duty station for dependents and related costs and allowances;
 - D. the applicable costs for medical and life insurance coverage, in accordance with Appendix D to the United Nations Staff Rules;
 - E. an allocation of up to US\$ 3,000 per annum for each JPO to be used for his/her internal travel in connection with the assignment;
 - F. entitlements in connection with separation from UNICEF service, including commutation of accrued annual leave, if any;
 - G. travel costs in connection with briefing at Headquarters;
 - H. any other costs incurred in accordance with the United Nations Staff Regulations and Rules or as may be agreed upon by UNICEF and the Government;

- I. twelve percent (12%) of the sum of the above subparagraphs (A) through (H) for reimbursement of UNICEF's administrative expenses related to this JPO programme.
11. Any cost which UNICEF may incur in order to cover its liability in respect of JPOs for service incurred injury, illness or death, under Appendix D of the United Nations Staff Rules shall be engaged to the amount deposited into the Account by the Government.
12. Not later than 1st June of each year, UNICEF shall submit to the Government a statement of the financial position of the Account as of 31st December of the preceding year. The Account is subject to audit by the Internal Audit Service of the Organization and the United Nations Board of External Auditors. No other audit will be performed.
13. From time to time, but at least once a year, the responsible officials of UNICEF and the Government will jointly review the results of their co-operative efforts regarding the services of JPOs and the JPO Programme and consult on possible improvements in the arrangements.
14. The Terms and conditions of this Agreement may be modified by exchange of letters upon mutual agreement between UNICEF and the Government.
15. This Agreement shall enter into force on the first day of the next month in which the signature took place.
16. This Agreement shall remain in force until notice of termination in writing is given by either Party to the other, and shall terminate three months after receipt by the other Party of such notice. The termination of this Agreement shall be without prejudice to the rights of the Junior Professional Officers under their Letters of Appointment. The Provisions of this Agreement shall survive its termination to the extent necessary for the orderly withdrawal and repatriation of the Junior Professional Officers and the settlement of financial accounts between UNICEF and the Government.

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this third day of August 1998, in duplicate in the English language.

For the United Nations Children's Fund



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Secretary of State for Development
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