

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF BELGIUM
AND
THE UNITED NATIONS
CONCERNING THE BELGIAN JUNIOR PROFESSIONAL OFFICERS PROGRAMME

This Memorandum of Understanding (hereafter referred to as "MoU") is entered between the Government of Belgium represented by the Deputy Prime Minister, Minister of Development Cooperation, Digital Agenda, Telecom and Post (hereafter referred to as "Belgium") and the United Nations concerning the Belgian Junior Professional Officers (JPO) Programme. The basis of this MoU is ECOSOC resolution 849 (XXXII) of 4 August 1961.

WHEREAS Belgium wishes to continue the collaboration existing with the United Nations since 1963 in the use of Junior Professional Officers for the provision of technical assistance to developing countries, the Headquarters of the United Nations or its regional commissions, and

WHEREAS the United Nations welcomes the offer by Belgium to finance Junior Professional Officers for assignment to development programmes and projects administered by the United Nations , and

WHEREAS Belgium and the United Nations feel confident that the responsibilities devolving upon each as a result of entering into this MoU will be fulfilled in a spirit of friendly cooperation and on the basis of mutual understanding,

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

Selection and Recruitment Procedures

1.01 The selection and recruitment procedures are outlined in the Annex to this MoU, entitled "Annex concerning the selection and recruitment process for Junior Professional Officers funded by Belgium for the United Nations", which shall constitute an integral part of the present MoU.

ARTICLE II

Terms of Employment

2.01 Having been accepted by the United Nations and having agreed to the required Terms of Employment, Junior Professional Officers shall be appointed by the United Nations as international civil servant at a grade and level as specified in Article 13 of the Annex to this MoU, and shall be subject to the rules and regulations of the United Nations as set forth in their letter of appointment. The JPO shall be expected to carry out to the best of his/her ability the duties specified in the description of the post that s/he occupies.

2.02 Junior Professional Officers shall serve with the United Nations for an initial period of one year, each year renewable up to a maximum of three years depending on the performance of the JPO and by mutual agreement between the United Nations and Belgium.

2.03 The Performance of each Junior Professional Officer shall be appraised by the United Nations. The United Nations will report on the Junior Professional Officer's performance to Belgium according to established procedures.

ARTICLE III

Financial Arrangements

3.01 Belgium shall provide the United Nations with funds to meet all identifiable costs resulting from the employment of Junior Professional Officer under this MoU.

3.02 Prior to the initial appointment or subsequent appointment renewal of a JPO, the United Nations shall submit to Belgium for approval, an estimate of cost covering the entire anticipated amount of the initial appointment or appointment renewal, as applicable. Belgium shall in turn deposit the amount from the applicable cost estimate in an account designated by the United Nations. Alternatively, should there be adequate residual fund balances from former Belgium sponsored JPOs, Belgium may authorize the United Nations to apply the necessary funds from those residual balances towards the cost estimates, in lieu of transferring new deposits. Such deposit shall be in freely convertible currency.

3.03 No appointment shall be made until after Belgium has acknowledged the receipt of the budget estimate and unless the costs thus estimated are covered by the amount deposited by Belgium in an account designated by the United Nations. All deposits to and payments from the account will be made on the basis of United Nations' rate of exchange in effect on the date of payment. The United Nations will inform Belgium of the necessary banking instructions in this respect.

3.04 At the latest one month before the end of each JPO contract, the United Nations shall provide a new estimate of funds required to cover further expenditures expected to be incurred for the renewal of the JPO contract.

3.05 The United Nations shall carry over into the following year any residual funds not used by the United Nations and apply the funds to the following year's requirements.

3.06 The United Nations shall notify Belgium in case of insufficient funds, and invite Belgium to deposit an additional sum to cover unforeseen expenditures.

3.07 All costs incurred by the United Nations in the implementation of this MoU will be charged to funds provided by Belgium. These costs will include the following:

- (a) salaries and allowances;
- (b) transportation to and from the duty station and related costs and allowances;
- (c) travel costs within the country or area of assignment and training costs on the basis of the Duty Travel and Training Allowance (DTTA) agreed by Belgium;
- (d) travel to and from the duty station for dependents and related costs and allowances;
- (e) costs of participation in the United Nations Joint Staff Pension Fund if applicable, and in all cases in the United Nations Staff Compensation Plan for sickness, disability and death, and of medical insurance coverage;
- (f) any other identifiable but unforeseen expenses payable in accordance with the United Nations Staff Regulations and/or the terms of appointment of the Junior Professional Officers;
- (g) Fourteen per cent of the total identifiable costs may be charged to cover the United Nations administrative costs.

3.08 Annually, as soon as audited accounts are available, the United Nations shall submit a financial statement to Belgium not later than 30 June of each year, showing the use of all funds spent for the implementation of this MoU as at 31 December of the preceding calendar year.

3.09 On termination of this MoU, the United Nations will return at once and unconditionally to Belgium any remaining balance of funds held by the United Nations on an Account as specified in Article 3.02.

ARTICLE IV

Offers of Appointment

4.01 As soon as a person proposed as a Junior Professional Officer in line with established selection procedures has been accepted by the parties, the United Nations will submit the Terms of Employment to the candidate, and shall ensure that copies of all relevant correspondence are forwarded to Belgium.

ARTICLE V

Supplementary Agreements and Arrangements

5.01 The parties may enter into such supplementary agreements and arrangements for the implementation of this MoU as may be found desirable from time to time in the light of experience.

ARTICLE VI

Entry into Force and Termination

6.01 This MoU shall enter into force upon signature thereof by both parties.

6.02 Either party may terminate this MoU at any time by giving three months written notice.

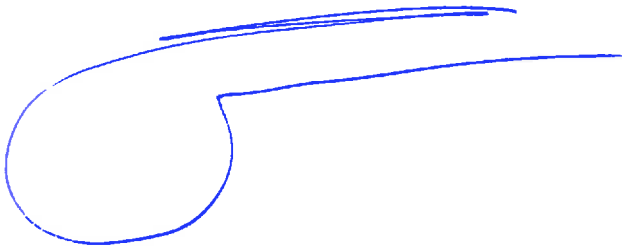
6.03 Despite the expiration or termination of this MoU, the obligations assumed by the parties vis-à-vis the Junior Professional Officers shall be fulfilled until the end of the period of their appointment.

6.04 This MoU supersedes the Agreement "l'Accord entre le Gouvernement belge et l'Organisation des Nations Unies (ONU) concernant la mise à la disposition de l'ONU des experts associés" signed in 1963.

IN WITNESS WHEREOF the authorized representatives of the parties hereto, have signed this Agreement.

For the Government of Belgium

For the United Nations

A large, stylized blue ink signature, likely belonging to Mr. Alexander DE CROO, consisting of a large loop and a long horizontal stroke.

His Excellency
Mr. Alexander DE CROO
Deputy Prime Minister, Minister of Development
Cooperation, Digital Agenda, Telecom and Post

A black ink signature, likely belonging to Mr. Wu HONGBO, featuring a complex, stylized design with multiple loops and a long horizontal stroke.

Mr. Wu HONGBO
Under-Secretary-General for Economic and
Social Affairs

Brussels

Date: 6-6-2017

New York

Date: 20/06/2017