

MODEL AGREEMENT BETWEEN DONOR GOVERNMENTS AND THE UNITED
NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION ON ASSOCIATE EXPERTS

WHEREAS the Government of (hereinafter referred to as the "Donor") wishes to collaborate with the United Nations Industrial Development Organization (hereinafter referred to as the UNIDO) in the recruitment of Associate Experts for the provision of technical assistance to developing countries;

WHEREAS the UNIDO welcomes the offer by the Donor to designate a certain number of Associate Experts for assignment to development programmes and projects administered by the UNIDO;

WHEREAS the Donor and the UNIDO are confident that the obligations devolving upon each as a result of entering into this agreement will be fulfilled in a spirit of friendly cooperation and on the basis of mutual understanding;

NOW THEREFORE in consideration of the understandings and agreements specified hereinafter, the parties have agreed as follows:

Article 1
Recruitment Procedures

1.01 The UNIDO undertakes to send to the Donor a relevant description of, and all pertinent information on all openings for Associate Experts for which, in the opinion of the UNIDO, suitable candidates may be found in (country of Donor) or, on an exceptional basis, in an appropriate developing country. Each description shall normally be in the form of a job description.

1.02 The Donor shall suggest candidates for those positions which it wishes to fill. The Donor shall suggest only persons, who, to the best of its knowledge, are deemed qualified for the position for which a description has been received;

1.03 Associate Experts shall be provided in response to specific requests from the UNIDO, which shall in turn request such experts only when asked to do so by the recipient countries, and they shall be assigned to assist experts of UNIDO. No Associate Expert shall be assigned to a country without prior approval of the Government of that country, or remain there without the consent of such Government.

1.04 The final decision regarding assignment of Associate Experts shall rest with the UNIDO and the recipient country. In any event, the UNIDO shall inform the Donor as soon as possible regarding the decision.

1.05 Associate Experts shall not normally be assigned to UNIDO's Headquarters.

1.06 Associate Experts shall, for the duration of their assignment, be subject, as international civil servants, to the rules and regulations of the UNIDO, as set forth in their letters of appointment which will be issued by the UNIDO.

1.07 The Donor shall be responsible for all actual costs incurred by UNIDO in connection with an appointment, such as salaries, allowances, insurance, costs of transportation to and from the duty station and, with the prior approval of the Donor, travel costs within the country or area of assignment. An estimate of these costs will be submitted to the Donor and the offer to the selected candidate will be subject to final agreement to the transfer of sufficient funds to meet these estimated costs, plus support costs calculated at 12%, to UNIDO.

1.08 The Donor, although not committed to the provision of any specific number of Associate Experts in any given period, undertakes to make every effort to find suitable candidates to any request submitted by UNIDO.

Article 2

Offer and Extension of Appointment

2.01 As soon as a person suggested as an Associate Expert by the Donor has been accepted by the UNIDO and the recipient country, the UNIDO shall submit an offer of appointment or extension of appointment, as the case may be, directly to the successful candidate, and shall ensure that copies of all relevant correspondence are forwarded to the Donor.

2.02 As mentioned under article 1.07, prior to the appointment of an Associate Expert or to the extension of his/her assignment, an estimate of costs shall be sent to the Donor.

2.03 No appointment shall be made until after the Donor has acknowledged receipt of the estimate and unless the costs thus estimated are covered by the deposit of funds in United States Dollars in advance by the Donor in the account mentioned in article 4.02.

Article 3

Terms of Appointment

3.01 Having been accepted by the UNIDO and having agreed to the offer of appointment, an Associate Expert shall be appointed by the UNIDO as a staff member of the Organization at a grade and level to be determined by the UNIDO after consultation with the Donor.

3.02 The Associate Expert shall, for the duration of his/her assignment with the UNIDO, be subject to the Staff Regulations, to the conditions of service in the letter of appointment and to other applicable Rules of the UNIDO.

3.03 As international civil servants the Associate Experts shall be subject to the authority of the Director-General of the UNIDO and shall be responsible to him in the exercise of their functions. Associate Experts shall not seek or accept instructions in the performance of their duties from any government including their own or any other authority external to the UNIDO.

3.04 Each Associate Expert shall be assigned for an initial period of twelve months, but this period of service may be extended by UNIDO in agreement with the Donor and the Government of the recipient country.

Article 4

Financial Arrangements

4.01 All transactions under this agreement shall be converted at the United Nations' rate of exchange in effect on the date of receipt of payment.

4.02 Following a formal request from the UNIDO, the necessary funds shall be deposited by the Donor into UNIDO's account No.

4.03 The UNIDO shall, from the funds made available, meet all expenses connected with the assignment of Associate Experts, including:

- (a) Salaries and allowances payable under the Staff Regulations, the conditions of service in the letter of appointment and other applicable rules of the UNIDO;
- (b) Transportation to and from the duty station and related costs and allowances;
- (c) Travel to and from the duty station for authorized dependents of Associate Experts and related costs and allowances;
- (d) Insurance of Associate Experts against sickness, disability and death;
- (e) With prior general approval of the Donor, travel costs within the region or the country of assignment, as authorized by the UNIDO in accordance with project needs;
- (f) UNIDO's normal charge for support costs at the rate of 12% of the foregoing expenditures (i.e. those mentioned in subparagraphs (a), (b), (c), (d) and (e));
- (g) Costs for reimbursement of any other expenses as may be agreed between UNIDO and the Donor.

4.04 Should the sum deposited by the Donor in a given year be greater than the total sum actually expended by the UNIDO during that period, the unspent balance shall be carried over to the next year.

4.05 The Donor undertakes to meet the actual cost of the services of the Associate Expert(s) covered by this agreement and UNIDO undertakes not to incur expenditure on services not covered by this agreement.

4.06 UNIDO shall, not later than six months, after the end of the financial year in which the final financial disbursement was made in respect of the services covered by this agreement submit to the Donor a statement of account showing the use of all funds expended on the implementation of this agreement.

4.07 On termination of this Agreement, the UNIDO will refund to the Donor any unspent balance remaining in the account; and the Donor will remit any amount due pursuant to Article 4.03 above.

Article 5

Supplementary Agreements and Arrangements

5.01 The terms and conditions of this Agreement may be modified by an exchange of letters between the Donor and the UNIDO, as may be found necessary from time to time in the light of experience.

Article 6

Entry into Force and Duration of Agreement

6.01 This Agreement shall enter into force on the date of its signature.

6.02 This Agreement shall remain in force until notice of termination in writing is given by either party to the other, and it shall terminate three months after receipt by the other party of such notice.

6.03 The provisions of this Agreement shall survive its termination to the extent necessary for the orderly withdrawal and repatriation of the Associate Experts and the settlement of all financial matters arising out of the Agreement between the Donor and UNIDO.

IN WITNESS WHEREOF, the respective, duly authorized representatives of the Government of and of the United Nations Industrial Development Organization have signed this agreement.

For the Government of

For the United Nations Industrial
Development Organization:

Date:

Date: