



SECRETARIAT

UNIDO/AI/2017/01
27 January 2017

ADMINISTRATIVE INSTRUCTION

UNIDO Partner-Experts Programme

I. Background

1. The Partner-Experts (PE) Programme is established in UNIDO to expand its partnerships with member states, donors and partner institutions in the contribution of valuable human capital for the business of the Organization.
2. The PEs are provided by member states, donors and partner institutions, at no direct cost to UNIDO, to provide expertise at various levels which augment the professional staff capacity of the Organization. In receiving the PEs, UNIDO shall apply the provisions contained in paragraph 10¹ of UNIDO/DGB(E).74 dated 25 September 1997 on the guidelines for voluntary contributions.

II. Purpose

3. UNIDO values the partnerships with the member states, donors and partner institutions sponsoring PEs and hereby establishes a policy provision to put in place a sound framework for managing such a programme. This instruction outlines the procedures for the implementation of the UNIDO Partner-Experts Programme².
4. The Organization including its entities in the field and headquarters benefits by:

- √ receiving qualified professionals sponsored by their Governments or Institutions who shall contribute in a substantive way to UNIDO's work;
- √ building valuable partnerships with sponsoring member states and institutions on profiles required for UNIDO's talent pool;
- √ exploring opportunities for new partnerships.

5. The PEs benefit by:

- √ collaborating with peers in the field of international development cooperation and management and as such promote specific mutually beneficial projects in the global development sector;
- √ working in a diverse and multi-cultural environment;
- √ being exposed to the work of specialised organizations of the United Nations and receiving the opportunity to register in UNIDO's talent pool.

¹ UNIDO/DGB(E).74 para.10: "In those cases where a donor offers for free to the Organization the services of a certain number of its own personnel for a specific purpose and for a determined period of time, the preceding guidelines shall be applied, *mutatis mutandis*, in particular, the criteria in paragraph 7 above, regarding consistency of the offer and its purpose with the objectives and policies of the Organization..."

² Excludes Interns and Associate Experts/Junior Professionals, who are regulated under the policy frameworks for their respective Programmes.

III. Definition and Status

6. PEs are qualified professionals provided by the sponsoring member states, donors, public or private institutions or entities, (herein referred to as the sponsoring entity) for a minimum **period of six months and a maximum period of 2 years**, at no direct cost to UNIDO to perform specific functions or tasks. The sponsoring entity provides the full range of the PE's remuneration, entitlements including their social security and travel to and from their country to the duty station.

7. A sponsoring entity wishing to participate in the PE programme shall conclude a Memorandum of Agreement with UNIDO, as per the format provided in Annex 1. On an exceptional basis, another legally binding instrument, containing the equivalent terms and conditions, may be considered.

8. PEs shall have the relationship to UNIDO of independent contractors and are thus not staff members of UNIDO. Their relationship to UNIDO is established by an individual service agreement. In addition, they shall have the status of "experts on mission" for UNIDO and shall benefit from such functional privileges and immunities attaching to that status as may be applicable under international law.

9. UNIDO will issue to the selected PE, an Individual Service Agreement (ISA) which provides the terms and conditions for his/her assignment to UNIDO. The PE shall confirm his/her agreement by signing the ISA and returning it to UNIDO prior to the commencement of his/her assignment.

IV. Terms of Reference and Selection

10. PEs shall provide specialized professional inputs in the areas of UNIDO's business. As such, they are normally expected to have a second level university (Master's) degree as well as relevant experience in their field of work. In certain specialized technical areas of expertise, a first level university degree or an advanced technical college diploma may be acceptable provided it is combined with a substantial number of years of professional hands-on experience that is directly relevant to the expertise required for the specific assignment. A third level degree (PhD) shall be considered an asset.

11. The Managing Director shall be responsible for determining whether the sponsoring entity is a suitable partner for UNIDO under the PE programme. The submission from a Department endorsed by the Managing Director shall be sent to the Director of the Department for Human Resources Management. The request for the provision of a PE shall contain: (i) the justification for the suitability of the sponsoring entity to partner with UNIDO; (ii) a description of the expertise required; (iii) the Terms of Reference; (iv) the time frame in which the services of the PE is to be provided and (v) the full profile of the qualified candidate nominated by the sponsoring entity.

12. Following a review of the submission of the Managing Director, the final decision rests with the Director General or his delegated representative.

Management of the Programme

Responsibilities of the Sponsor

13. The sponsoring entity shall:
- Sign the memorandum of agreement to govern the provision of the PE to UNIDO.
 - Provide qualified PEs in line with the standards of qualifications and experiences outlined in the Terms of References.
 - Cover the full salaries, benefits and entitlements for the PE including social security, life, medical and travel insurances.
 - Provide adequate coverage in respect of death, injury or illness attributable to service with UNIDO.
 - Cover and arrange for the travels to and from the duty station and the installation or repatriation of the PE.
 - Ensure that during the assignment to UNIDO, the PE assumes responsibility for commitments such as reimbursement of taxes if applicable or any benefits, compensation or subsidies and for complying with any requirements applying to them in connection with their residence at Headquarters in Vienna or at any other duty station.

Responsibilities of the PE

14. The PE shall:
- Create a candidate profile in the UNIDO e-recruitment.
 - Liaise with his/her sponsoring entity vis-à-vis their salaries, benefits and entitlements, reimbursement of taxes or any benefits, compensation or subsidies; and are solely responsible for complying with any requirements applying to them in connection with their residence at Headquarters in Vienna or at any other duty station.
 - Remain with his/her current medical, health and travel insurance plan as provided by the sponsoring entity and shall provide to UNIDO, evidence of a valid and adequate life, health, medical and/or travel insurance coverage for the period of assignment.
 - Be expected to travel on behalf of UNIDO, under travel authorizations approved by the project manager. When travelling to certain duty stations where vaccinations and inoculations are required, shall ensure that they are up to date with such vaccinations and inoculations.
 - Participate or continue to participate in the pension system of their sponsoring entity and is not eligible for participation in the United Nations Joint Staff Pension Fund (UNJSPF).
 - Accept the ISA and thereby pledge to discharge his/her functions and regulate his/her conduct with the interest of UNIDO in mind.
 - Upon appointment, be expected and required to demonstrate conduct which is exemplary in line with the UNIDO Code of Conduct and the Core Values of the Organization included in the UNIDO Competencies Framework.

Responsibilities of ODG/HRM

15. The Department of Human Resources Management (ODG/HRM) is responsible for the management of the PE programme. It shall establish, in close consultations with the substantive offices, the job profiles in UNIDO priority areas, for PE positions. It shall liaise closely with the receiving department and the sponsoring entity to finalize the arrangements for the decision of the Director General. ODG/HRM shall:

- Conclude and sign the memorandum of agreement on behalf of UNIDO.
- Administer the PE programme taking into consideration the need to strengthen gender balance and geographical diversity.
- Assist in the assessment process if required, review the submissions, prepare the documentation for the Director General's approval, release the PE's profile into the resource pool, carry out onboarding procedures as well as monitor their progress.
- Support the sponsoring entity with the coordination of administrative and logistical arrangements within applicable procedures such as visas and related official documents, including the United Nations Certificate.
- Brief the PEs during the onboarding process as well as organize regular meetings and informal talks to discuss specific or general issues to ensure that they are benefitting fully from the programme.
- Arrange for the PE to be included under the Malicious Acts Insurance Policy.
- Arrange for the PE to receive a UNIDO e-mail account as per UNIDO's ICT policy. The Director of the Department may authorize access to other internal systems required for the PE to perform his/her functions.
- Arrange for the PE to participate in the UNIDO Orientation Programme as well as regular training programmes announced to UNIDO staff at large. Additionally, the PE shall have access to the UNIDO E-learning materials available online.

Responsibilities of the Receiving Department

16. A first reporting officer (FRO) shall be identified by the receiving Department. The FRO shall:

- Create and assign a position under a project that he or she manages or in the absence of a project, liaise with ODG/HRM on the creation of such positions.
- Staff the position with the PE and issue the ISA contract.
- Provide the PE with the appropriate guidance, performance feedback and appraisal during his/her assignment.
- Approve the leave and travel requests of the PE.
- Budget for any official activity that the PE may be required to perform on behalf of the project or projects such as official travel. Issue travel authorizations for UNIDO sponsored travel.
- Ensure that office space, office equipment and computer access rights are in place.

VI. Final Provision

17. ODG/HRM is responsible for monitoring the overall implementation of this administrative instruction which shall enter into force effective 1 January 2017.

Annex 1

Memorandum of Agreement

Memorandum of agreement made on (_____date_____) between the United Nations Industrial Development Organization (UNIDO) represented by the Director, Department of the Human Resources Management, and (name of the sponsoring organization or institution) hereinafter called the sponsoring entity.

Whereas the sponsoring entity is willing to loan to UNIDO the services of an expert (hereinafter called the partner expert (PE), at no direct cost to UNIDO, in connection with the work to be undertaken by UNIDO in connection with (title of the UNIDO work-programme).

Whereas UNIDO is willing to accept the services of such a PE at no direct cost to UNIDO.

Now, therefore, the Parties hereby agree as follows:

1. The sponsoring entity shall loan to UNIDO, at no direct cost to UNIDO, a PE to perform the functions specified in the attached terms of reference for a period of (insert period), subject to extension with the concurrence of UNIDO and the sponsoring entity. Accordingly, the sponsoring entity undertakes to:
 - i. Cover the full salaries, benefits and entitlements for the PE including social security, life, medical and travel insurances. Such insurances shall also cover service incurred death, injury or illness.
 - ii. Cover and arrange for the travels to the duty station and the installation of the PE at the beginning of the assignment.
 - iii. Cover and arrange for the travels from the duty station and related repatriation of the PE at the end of the assignment.
 - iv. Ensure that during the assignment to UNIDO, the PE assumes responsibility for commitments such as reimbursement of any taxes or any benefits, compensation or subsidies and for complying with any requirements applying to them in connection with their residence at Headquarters in Vienna or at any other duty station.
2. The sponsoring entity shall be responsible for any claim brought by third parties for damages, injury or death as a result of any act or omission by the PE, during the performances of duties on behalf of UNIDO.
3. UNIDO shall not be responsible for any expenses in relation to the loan of the PE by the sponsoring entity, except for the provision of office and other facilities necessary for the performance of the services required.
4. The PE shall be engaged on the basis of an individual service agreement signed by the PE, a copy of which shall be made available to the sponsoring entity.
5. Should this memorandum of agreement be terminated before its scheduled expiration at the request of the PE, the sponsoring entity or UNIDO, the sponsoring entity shall be responsible for any additional costs which may result from such termination.
6. While the PE is on loan to UNIDO, he/she shall be considered as an independent contractor and he/she shall not be a staff member of UNIDO. His/her rights against UNIDO shall be determined by the provisions of the individual service agreement referred to in paragraph 4 above.
7. For the purpose of privileges and immunities, the PE shall have the legal status of an expert performing missions for UNIDO, under the terms, inter alia, of Annex XVII to the Convention on the Privileges and Immunities of the Specialized Agencies.
8. Nothing in or relating to the agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations or UNIDO.
9. Any controversy or dispute arising to the agreement shall be settled by negotiation between the Parties.
10. The agreement shall become effective on the date of signature below.

FOR UNIDO	FOR (name of sponsoring entity)
By: Name: Director, ODG/HRM	By: Name: Title:

Dated this _____ day of _____ 20____
