

Terms and Conditions of Appointment of Training or Research Advisers

A. Criteria

1. In accordance with Article VI para 2 of the UNITAR Statute, Training or Research Advisers are “fellows” who may be hired “for the purpose of contributing to the analysis and planning of the activities of the Institute or for special assignments in connection with the Institute’s programmes”. Individuals engaged under this type of contract serve in their individual capacity and not as representatives of a government institution, corporative body or other authority external to UNITAR.
2. Training or Research Advisers are normally academics, university professors or eminent UN or government retirees with experience in the fields of training or research. The qualifications required for the position are: postgraduate degree in relevant disciplines and programme management exposure with a minimum of 15 years of progressively responsible experience in the specific programme area associated with the post.
3. Training or Research Advisers are a category of senior professionals who provide substantive assistance, validation and support to UNITAR. Their work is of a conceptual, analytical or advisory nature at the highest professional level. Training or Research Advisers provide major inputs for strategies, policies and actions. They participate extensively in the identification of new or emerging trends. Training or Research Advisers may not perform administrative functions that would be assigned to regular staff members of the Institute.

B. Procedure

5. Training or Research Advisers shall be appointed by the Executive Director upon proposal by the relevant Manager (where appropriate) and review and recommendation by an Appointment and Promotion Board.

C. Conditions of appointment

6. The legal status, entitlements and obligations of Training or Research Advisers shall be specified in full in their letters of appointment. The appointment of Training or Research Advisers shall be subject to the following conditions:
 - a. Contracts shall be issued for renewable periods of six months to one year for work done on a full-time basis or, for work done on a part-time basis, through an official agreement between the individual and the Institute, by which UNITAR retains the services of the individual when there is a need. The holders of such an agreement will be notified in writing of the period during which their services will be required and their acceptance must be in writing. By signing the contract or agreement, individuals acknowledge and accept that the terms of engagement are different from those that

apply to UNITAR staff and that there are no expectations for contract or agreement renewal. Training or Research Advisers must be clearly notified at the outset, and then reminded upon renewal, if applicable, that there is no assurance of continued engagement and that their contract or agreement will be reviewed at the end of each appointment on the basis of need for service, availability of funds and the quality of performance. Renewal of such appointments shall be on the basis of the continuing relevance of their assignments to the programme activities of UNITAR and upon submission and consideration of such reports on their contribution as stipulated in their Terms of Reference and approved by the Executive Director.

- b. Remuneration shall be at a level commensurable with the salary scale applying to UN regular Professional Staff at the P4, P5 and above levels, depending on their education and professional experience. The entry level shall be determined by the Institute's Human Resources Section. UNITAR may not make payroll deductions for the purpose of remitting monies to the national tax authorities, nor may it report the earnings of Training or Research Advisers to tax authorities.
- c. The Human Resources Section must ensure that remuneration of a UN and its funds and programmes retiree does not exceed the limits set for those receiving pension, currently set at \$22,200 per year, as stipulated in the UN Administrative Instruction ST/AI/1999/7 regarding Consultants and Individual Contractors. Engagement of former staff in receipt of a pension benefit must not exceed the duration of six months in one calendar year and is non-renewable. The monetary limits applying to the remuneration of retirees are set out in the Administrative instruction ST/AI/2003/8.
- d. Terms of Reference shall be the basis for UNITAR to measure compliance and overall results. Terms of reference must clearly highlight the following objectives and targets, as further detailed in individual work plans: measurable outputs of the work assignment, reporting structure, performance indicators for evaluation of results, skills and competencies expected of the individual, minimum qualifications and experience and duration of service.
- e. Service monitoring and evaluation are mandatory as a regular management responsibility carried out to provide feedback on individual performance and progress achieved against the agreed Terms of Reference. Training or Research Advisors will report to their immediate superior whose name shall be systematically indicated in their Terms of Reference. Their work must be monitored and documented throughout the duration of the contract. In this context, the purpose of the evaluation is to: a) review progress against agreed upon Terms of Reference and detailed work plan; b) provide feedback on the overall performance of the Training or Research Advisors; and c) make informed decisions on contractual matters (e.g. extension, non-renewal). The evaluation form must be completed by the supervisor prior to contract expiration and must indicate satisfaction with service performance during the period of contract including, as applicable, any mention of service provided above or below the expected standards or in addition to those activities established in the Terms of Reference. The evaluation form must be submitted to the Human Resources Section. If a decision is taken to extend the contract, a brief review is made to see if the Terms of Reference are still valid or need to be modified and, based on this, an increase in salary can be proposed according to work performance, in consultation with the Human Resources Section.

- f. Training or Research Advisors are neither staff members nor "officials" for the purposes of the Agreement on Privileges and Immunities of the United Nations of 19 April 1946¹ (hereinafter: the Agreement) and of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (hereinafter: the Convention), respectively. They may, however, be given the status of "experts on mission" in the sense of Section 19 of Article VI of the Agreement or Section 22 of Article VI of the Convention. Such determination is made in each case by the Secretary-General who alone has the authority to assert immunity on behalf of the Organization. If they are required to travel on behalf of UNITAR, they may be given a UN certificate in accordance with Section 23 of Article VII of the Agreement / Section 26 Article VII of the Convention.
- g. Training or Research Advisers shall be required to obtain medical clearance from the United Nations Medical Service prior to their appointment or renewal of appointment, and before undertaking travel at United Nations expense.
- h. Training or Research Advisers are fully responsible for arranging, at their own expense, such life, health and other forms of insurance, social security and pension covering the period of their services from the United Nations as they consider appropriate. Training or Research Advisers are not eligible to participate in the life or health insurance scheme available to United Nations staff members. The responsibility of the United Nations is limited, in this respect, to the conditions described in paragraph (i) below.
- i. UNITAR is not liable for taxes, duty, social security, medical insurance or other contributions payable by Training or Research Advisers during the course of their service with UNITAR, and they are fully responsible for complying with such requirements at their own expense. Proof of personal health insurance shall be provided to UNITAR before the individual starts work.
- j. The services performed by Training or Research Advisers do not carry any authority either directly or by delegation, to legally bind UNITAR or otherwise enter into any agreements or financial obligations on behalf of UNITAR with other international organizations, governments, legal entities or individuals. No individual can be engaged in any activity in conflict with the obligations under their contract or in public employment. In cases of activities outside of their contract, including employment, the individuals must immediately notify UNITAR for final determination by the Institute as to the appropriateness of the activity. The Human Resources Section must inform Training or Research Advisers of this requirement during the initial orientation upon engagement.
- k. 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 or assignments undertaken by Training or Research Advisers on behalf of the Institute. At the request of the United Nations,

¹ Agreement on Privileges and Immunities of the United Nations concluded between the Swiss Federal Council and the Secretary-General of the United Nations on 19 April 1946.

Training or Research Advisers shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

1. During the period of service with UNITAR, individuals engaged under this category are required to uphold the standard of conduct set forth in their contract and the Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission - ST/SGB/2002/9 - a copy of which must be provided to all Training or Research Advisers contract holders upon signature of their Letter of Appointment. Training or Research Advisers may not engage in any activity that is incompatible with the discharge of their duties with the Organization. They are to exercise the utmost discretion in all matters of official business of the Organization. They may neither communicate at any time to any person, government, entity or authority external to UNITAR, any information known to them by reason of their association with UNITAR which has not been made public, except in the course of their duties or by authority of the UNITAR Executive Director or his designate, nor use the information for private advantage. These obligations do not lapse upon cessation of their service with UNITAR.

- m. Any dispute relating to the terms and conditions of appointment of Training or Research Advisers shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York 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, then each party shall proceed to appoint one Arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decisions rendered in the arbitration shall constitute final adjudication of the dispute. The costs of arbitration shall be borne equally by the parties.