

Terms and Conditions of Appointment of Training or Research Assistants/Associates

A. Criteria

1. In accordance with Article VI para 2 of the UNITAR Statute, Training or Research Assistants/Associates/associates 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 Assistants/Associates are a category of junior professionals who provide support to UNITAR programmes in training or research with different levels of education and experience. The qualifications required for this position are: undergraduate degree (equivalent to a Bachelors of Arts or Science degree) to postgraduate degree in business administration, management, economics or other relevant discipline with different levels of progressively responsible experience in the specific programme area associated with the post, such as international affairs and diplomacy, environment, governance, human development. Depending on their level of responsibility and experience their title will be either Assistants, equivalent to regular Professional staff at the P1 and P2 level, or Associates, equivalent to regular Professional staff at the P3 level.
3. The main focus of Training or Research Assistants/Associates is the development, implementation, monitoring and evaluation of programmes, projects and operations in a particular sector or functional area. They provide substantive support for training and research activities, contribute to the preparation of various written outputs, provide administrative support to conferences and other meetings, and participate in the development of training workshops or seminars. Their functions require knowledge and understanding of theories, concepts and approaches related to training; project management and administrative experience; analytical and problem-solving skills; and familiarity with and experience using various research methodologies. Basic knowledge of relevant institutional mandates, policies and guidelines as well as knowledge of the UN system and corresponding rules and regulations are also required. Training or Research Assistants/Associates may perform administrative functions that would be assigned to regular staff members of the Institute.

B. Procedure

4. Training or Research Assistants/Associates shall be appointed by the Executive Director upon review and recommendation by an Appointment and Promotion Board. The recruitment must comply with UNITAR standards for competitive selection and transparent processes to ensure that the individual selected is the best-qualified candidate to perform the job functions in a fully satisfactory manner. A minimum of three candidates must be interviewed to ensure a competitive process. The selection process must ensure that due regard is given to achieving an equitable gender and geographical

balance, as appropriate. The vacancy notice for such posts shall be posted on the UNITAR website for at least two weeks.

C. Conditions of appointment

5. The legal status, entitlements and obligations of Training or Research Assistants/Associates shall be specified in full in their letters of appointment. The appointment of Training or Research Assistants/Associates shall be subject to the following conditions:
 - a. Contracts shall be issued for a minimum period of 12 months and are renewable, but for no more than five years at a time. By signing the contract, 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 renewal. Training or Research Assistants/Associates must be clearly notified at the outset, and then be reminded upon contract renewal, if applicable, that there is no assurance of continued engagement and that their contract will be reviewed yearly on the basis of need for service, availability of funds and the quality of performance.
 - b. Remuneration shall be at a level commensurable with the salary scale applying to UN regular Professional Staff at the P1 to P3 levels, net salary, depending on their level of education and professional experience. The entry level shall be determined by the Institute's Human Resources Section. Remuneration shall not exceed the net take home pay amount of a UN regular staff member salary at the equivalent professional level. 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 Assistants/Associates to tax authorities.
 - c. 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.
 - d. 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 Assistants/Associates shall complete performance evaluation reports under the same conditions as regular staff. They 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 Assistant; and c) make informed decisions on contractual matters (e.g. extension, non-renewal). The evaluation form must be completed by the

supervisor two months 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 for all extensions requiring review by an Appointment and Promotion Board. 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.

- e. Training or Research Assistants/Associates 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.
- f. Training or Research Assistants/Associates 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 the United Nations expense.
- g. UNITAR is not liable for taxes, duty, social security, life or other form of insurance or other contributions payable by Training or Research Assistants/Associates during the course of their service with UNITAR, and they are fully responsible for complying with any such requirements at their own expense. Training or Research Assistants/Associates shall enroll in the Van Breda Group Life, Disability and Medical Insurance Policy as proposed in their letter of appointment unless proof of alternative personal health and accident insurance is provided to UNITAR.
- h. Training or Research Assistants/Associates shall be entitled to two and a half days of annual leave per month and must take their annual leave during their appointment. They may not accumulate leave for the purpose of receiving money upon separation from service.
- i. Training or Research Assistants/Associates may take up to seven days of uncertified sick and/or family leave during their twelve-month appointment and shall be granted certified medical sick leave up to two weeks with full pay in any period of twelve consecutive months.

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.

- j. The services performed by Training or Research Assistants/Associates 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 may engage 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 UNITAR as to the appropriateness of the activity. The Human Resources Section must inform Training or Research Assistants/Associates 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 Assistants/Associates on behalf of the Institute. At the request of the United Nations, Training or Research Assistants/Associates shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.
- l. During their 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 Assistants/Associates contract holders upon signature of their Letter of Appointment. Training or Research Assistants/Associates may not engage in any activity that is incompatible with the discharge of their duties with the Institute. They are to exercise the utmost discretion in all matters of official business of the Institute. 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 Assistants/Associates 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.