

**UNITED NATIONS, INTERNATIONAL LABOUR
ORGANISATION, FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS,
UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION, WORLD HEALTH
ORGANIZATION, INTERNATIONAL CIVIL AVIATION
ORGANIZATION, UNIVERSAL POSTAL UNION,
INTERNATIONAL TELECOMMUNICATION UNION,
WORLD METEOROLOGICAL ORGANIZATION,
INTERNATIONAL MARITIME ORGANIZATION,
INTERNATIONAL ATOMIC ENERGY AGENCY
and INTERIM COMMISSION FOR THE
INTERNATIONAL TRADE ORGANIZATION/GATT**

**Inter-Organization Agreement concerning transfer, second-
ment or loan of staff among the organizations applying
the United Nations common system of salaries and
allowances. Concluded at London on 17 March 1972**

**Amendments to articles 1 (a), 5 (b), 7 (a), 7 (b), 10 (a), 16 (d)
and 40 (c) of the above-mentioned Agreement. Adopted
on 2 November 1982**

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INTER-ORGANIZATION AGREEMENT¹ CONCERNING TRANSFER, SECONDMENT OR LOAN OF STAFF AMONG THE ORGANIZATIONS APPLYING THE UNITED NATIONS COMMON SYSTEM OF SALARIES AND ALLOWANCES

I. GENERAL

1. (a) The United Nations, the International Labour Organisation, the Food and Agriculture Organization of the United Nations, the United Nations Educational, Scientific and Cultural Organization, the World Health Organization, the International Civil Aviation Organization, the Universal Postal Union, the International Telecommunication Union, the World Meteorological Organization, the Inter-Governmental Maritime Consultative Organization, the International Atomic Energy Agency, and the Interim Committee for the International Trade Organization/General Agreement on Tariffs and Trade, have reached the following agreement concerning the rights of a staff member of one organization who is transferred, seconded or loaned to another organization, and the rights and liabilities of the two organizations concerned.

(b) The agreement does not give any organization the right to transfer, second or loan a staff member to another organization without his consent. It does not of itself give the staff member rights which are enforceable against an organization. It merely sets out what the organizations will normally do. The agreement can only be enforced to the extent that either the organizations have included appropriate provisions in their administrative rules or the parties have accepted to apply it in the individual case.

(c) The releasing organization of a staff member will inform him fully through its Personnel Office of the extent to which and the manner in which the two organizations concerned will apply this agreement and what his entitlements will be.

2. For the purposes of this agreement:

(a) "Releasing organization" is an organization which transfers, seconds or loans a staff member to another organization pursuant to this agreement;

(b) "Receiving organization" is an organization which accepts a staff member on transfer, secondment or loan from another organization pursuant to this agreement;

(c) "Transfer" is the movement of a staff member from one organization to another under conditions which give him no right to return to the releasing organization. Employment by an organization of a former staff member of another organization, after a break in service not exceeding twelve months, may, with the agreement of the parties concerned, be treated as if it were a transfer;

(d) "Secondment" is the movement of a staff member from one organization to another for a fixed period, normally not exceeding two years, during which he will normally be paid by and, except as otherwise provided hereafter, be subject

¹ Came into force on 1 May 1972, as agreed by the Parties.

to the staff regulations and rules of the receiving organization, but will retain his rights of employment in the releasing organization. The period of secondment may be extended for a further fixed period by agreement among all the parties concerned.

(e) "Loan" is the movement of a staff member from one organization to another for a limited period, normally not exceeding one year, during which he will be subject to the administrative supervision of the receiving organization but will continue to be subject to the staff regulations and rules of the releasing organization.

II. PROCEDURE

3. (a) No organization will make an offer of appointment to a staff member of another organization before discussing the matter with the Personnel Office of the latter. If consent is given, a proposal for transfer of the official will be made by the first organization to the Personnel Office of the second organization.

(b) An organization which seeks the secondment or loan of an official of another organization will make a request therefor to the Personnel Office of that organization.

(c) When a staff member applies for a vacancy in [another] organization, his Personnel Office will, if so requested by the second organization, send to the latter a description of his functions and a comprehensive appraisal of his performance and his qualifications. In any event, if the second envisages the possibility of his transfer, secondment or loan, it will inform the organization in which he is employed. Thereafter, negotiations may proceed as may be agreed between the two Personnel Offices.

Medical examination

4. An organization may require a staff member of another organization to undergo a medical examination as a condition of transfer, secondment or loan.

Provision of data

5. (a) When a staff member is to be transferred or seconded, the releasing organization will send without delay to the Personnel Office of the receiving organization the following information:

- (i) Name, nationality and date of birth of the official;
- (ii) Place to which he is entitled to be repatriated if he has such an entitlement, and recognized home if different;
- (iii) Names, nationalities and dates of birth of his recognized dependants, and their present location(s);
- (iv) Date of his entry on duty and his grade and contractual status at that date;
- (v) Current grade and step and date of advancement thereto;
- (vi) Type and duration of appointment;
- (vii) Status in the UN Joint Staff Pension Fund, including date of affiliation;
- (viii) Accumulated leave balance and full information concerning last home leave and family visit travel, if any;
- (ix) Date of sick leave in previous four years;

- (x) Accumulated service credit toward repatriation grant;
- (xi) Health and group life insurance arrangements, and accumulated participation credit in these arrangements;
- (xii) The cut-off date for annual leave in the releasing organization.

In addition, certified true copies of any necessary supporting material, such as birth certificates, will be forwarded.

(b) The receiving organization will be given such other information as it may reasonably request to enable it to have an adequate record of the whole of the international service and the qualifications of a staff member who is to be or who has been transferred or seconded to it.

(c) In the case of loan, the releasing organization will send to the receiving organization such information as the latter may reasonably request.

6. The receiving organization will inform the releasing organization as soon as possible of any change in the personal or official status of a seconded staff member.

7. (a) When a seconded staff member returns to the releasing organization the receiving organization will provide the releasing organization with a statement showing:

- (i) Changes in dependency status which occurred during the period of secondment;
- (ii) Dates of any promotions or increments accorded during the period;
- (iii) Dates of sick leave taken during the period, and the annual leave balance at the date service ceased in the receiving organization;
- (iv) Accumulated service credit towards repatriation grant at date of conclusion of secondment;
- (v) Health and group life insurance arrangements, and accumulated participation credit in these arrangements;
- (vi) An appraisal of the performance and conduct of the staff member during his secondment;
- (vii) The dates of any home leave, family visit travel or rest and recuperation travel entitlements exercised during the period of secondment.

(b) When a loaned staff member returns to the releasing organization, the receiving organization will provide the releasing organization with information as in (a) (iii), (iv), (vi) and (vii).

III. CONTRACTUAL RELATIONSHIPS BETWEEN THE STAFF MEMBER AND THE ORGANIZATIONS

Transfer

8. (a) A staff member who is transferred will cease as from the date of transfer to have any contractual relationship with the releasing organization, which will therefore be under no obligation to re-employ him should he leave the receiving organization.

(b) As from the date of transfer, the entitlements of the staff member will be governed by his contractual relationship with the receiving organization.

(c) Subject to satisfactory completion by the staff member of any period of probation which it may require, the receiving organization will, if it is possible to do so in accordance with its normal policies, grant him an appointment of duration not less than that of his appointment in the releasing organization.

Secondment

9. (a) When a staff member is seconded to another organization his contractual relationship with the releasing organization will, except as may be otherwise provided hereafter, be suspended until the expiry of the agreed period of secondment, or until such earlier date as the parties may agree.

(b) For the agreed duration of the period of secondment, the staff member's contractual relationship with the receiving organization will be that of a staff member with a fixed-term appointment, except that:

- (i) If the receiving organization considers that it has justification for terminating the appointment before the expiry of the agreed secondment period it will, subject to (ii) below, consult with the releasing organization with a view to ending the secondment at an earlier date to be agreed between the two organizations in such a way that there is no break in service;
- (ii) If the two organizations are unable to agree on an earlier date of return, or if the receiving organization considers that the circumstances warrant summary dismissal without consultation with the releasing organization, it may terminate the appointment in the receiving organization;
- (iii) In the event of a termination under (ii), the releasing organization will decide if the circumstances justify termination of the staff member's appointment in the releasing organization. If it does not terminate that appointment, the termination by the receiving organization will not affect the rights of the staff member to resume employment in the releasing organization on the date originally agreed for the end of the secondment, but the said organization may determine the staff member's status therein on that date, in the light of the circumstances.

(c) A seconded staff member may resign from the receiving organization in accordance with the terms of his appointment in that organization. Such resignation will not, unless he also resigns from the releasing organization, affect either his right or his duty to resume employment in the releasing organization on the date agreed between the two organizations for the end of the secondment; nor will it give him any right to return to the releasing organization before that date.

(d) A seconded staff member who abandons his post in the receiving organization renders himself liable to dismissal in both the receiving and the releasing organizations. Each organization will take such action as it deems appropriate under its rules, subject to (b) above.

(e) The releasing organization will be under no obligation to recognize any change of official status of the staff member which may occur in the receiving organization, except in calculating payments under paras. 18 (b) and 20 below.

Loan

10. (a) When a staff member is loaned he will be under the administrative supervision of the receiving organization, but will have no contractual relationship with it, continuing to be subject to the staff regulations and rules of the releasing organization. He may however be suspended from duty by the receiving