

No. 1342

**United Nations
and
International Civil Aviation Organization**

Agreement between the United Nations and the International Civil Aviation Organization extending the competence of the United Nations Appeals Tribunal to the International Civil Aviation Organization with respect to applications alleging non-compliance with the terms of appointment or contracts of employment of staff members of the International Civil Aviation Organization. New York, 23 December 2009 and 6 January 2010

Entry into force: *with retroactive effect from 1 July 2009, in accordance with article 5*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Secretariat of the United Nations, 15 January 2010*

**Organisation des Nations Unies
et
Organisation de l'aviation civile internationale**

Accord entre l'Organisation des Nations Unies et l'Organisation de l'aviation civile internationale étendant la compétence du Tribunal d'appel des Nations Unies à l'Organisation de l'aviation civile internationale en ce qui concerne les requêtes invoquant l'inobservation des conditions d'emploi ou des contrats de travail des fonctionnaires de l'Organisation de l'aviation civile internationale. New York, 23 décembre 2009 et 6 janvier 2010

Entrée en vigueur : *avec effet rétroactif à compter du 1^{er} juillet 2009, conformément à l'article 5*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Secrétariat de l'Organisation des Nations Unies, 15 janvier 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT

between

THE UNITED NATIONS

and

THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

Extending the Competence of the United Nations Appeals Tribunal to the International Civil Aviation Organization with Respect to Applications Alleging Non-Compliance with the Terms of Appointment or Contracts of Employment of Staff Members of the International Civil Aviation Organization.

Whereas, the International Civil Aviation Organization is a specialized agency brought into relationship with the United Nations in accordance with the provisions of Articles 57 and 63 of the Charter of the United Nations and participating in the common system of conditions of service;

Whereas in accordance with Article 2, paragraph 10, of the Statute of the United Nations Appeals Tribunal the competence of the Tribunal may be extended to the specialized agency;

Whereas the International Civil Aviation Organization utilizes a neutral first instance process that includes a written record and a written decision providing reasons, fact and law;

Now, therefore, the United Nations and the International Civil Aviation Organization, hereinafter referred as “Parties” where appropriate, have agreed as follows:

Article 1

As soon as feasible following the conclusion of this Agreement, the International Civil Aviation Organization (hereinafter – “Organization”) shall promulgate amendments to its Staff Regulations recognizing the competence of the United Nations Appeals Tribunal (hereinafter – “Appeals Tribunal”).

Article 2

1. The Appeals Tribunal shall be competent to hear and pass judgement on an application filed by staff members of the Organization:

(a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms “contract” and “terms of appointment” include the provisions of the International Civil Aviation Organization Service Code, other pertinent regulations and rules of the Organization and all relevant administrative issuances in force at the time of alleged non-compliance;

(b) To appeal an administrative decision imposing a disciplinary measure.

2. Such application may be filed by:

(a) Any staff member of the Organization;

(b) Any former staff member of the Organization;

(c) Any person making claims in the name of an incapacitated or deceased staff member of the Organization who has succeeded to the rights of the staff member;

(d) Any other person who can show that he or she is entitled to the rights under any terms of appointment or contract of employment, including the provisions of the International Civil Aviation Organization Service Code, other pertinent regulations and rules of the Organization and all relevant administrative issuances, upon which the staff member could have relied.

3. The Appeals Tribunal shall be competent to deal with an application notwithstanding that the cause of complaint may have arisen prior to the operative date of this Agreement. For the purposes of determining the receivability of an application pursuant to Article 7 of the Statute of the Appeals Tribunal, an application shall be receivable if filed within 90 calendar days of receipt of the decision by the Secretary General of the Organization.

4. This Agreement shall in no way affect the competence of the Tribunal pursuant to Article 2, paragraph 9 of its Statute.

5. In the event of a dispute as to whether the Appeals Tribunal has competence, the matter shall be settled by the decision of the Appeals Tribunal.

6. An application shall not be receivable unless the person concerned has previously submitted the dispute to the neutral first instance process provided for in the Staff Regulations of the Organization and the latter has communicated its opinion to the Secretary General, except where the Secretary General and the applicant have agreed to submit the application directly to the Appeals Tribunal.

7. In the event that the Appeals Tribunal receives an application which the neutral first instance process considers devoid of merit or frivolous, the Appeals Tribunal may award costs against the applicant, in accordance with Article 9, paragraph 2 of its Statute.

8. For the purposes of this Agreement, the reference to the Secretary-General contained in Article 9 of the Statute of the Appeals Tribunal shall be deemed to refer to the Secretary General of the Organization.

Article 3

1. In accordance with Article 10 of the Statute of the Appeals Tribunal, the judgements of the Tribunal shall be final and without appeal, subject to the provisions of Article 11 of the Statute.

2. The Organization shall be bound by the judgements of the Appeals Tribunal and be responsible for the payment of any compensation awarded by the Appeals Tribunal in respect of its own staff members.

3. The Organization shall be responsible for the payment of a flat fee of US \$9,600 per case, which will be charged by invoice at the time of submission of the case to the Appeals Tribunal. Payment shall be made by the Organization in a single installment within thirty (30) days from the receipt of the invoice to the following United Nations Bank Account:

Bank Name:	JP Morgan Chase Bank (formerly chase Manhattan Bank) International Agencies Banking
Bank Address:	1166 Avenue of Americas, 16th Floor, New York, NY 10036-2708
Account Number:	485-0019-69
Swift:	CHASUS33
ABA:	021-000-021
Account Title:	United Nations General Trust Fund
Beneficiary:	UN Office of Administration of Justice
Currency	US Dollars

4. This flat fee of the cost per case shall be reviewed by the United Nations and may be adjusted by mutual agreement of the Parties at the end of 2011, and thereafter biannually, to ensure accurate reimbursement for the services rendered.

Article 4

1. The administrative arrangements necessary for the functioning of the Appeals Tribunal with respect to cases arising under this Agreement shall be made by the Secretary-General of the United Nations, in consultation with the Secretary General of