

No. 1344

**United Nations
and
International Maritime Organization**

Agreement between the United Nations and the International Maritime Organization extending the competence of the United Nations Appeals Tribunal to the International Maritime Organization with respect to applications alleging non-compliance with the terms of appointment or contracts of employment of staff members of the International Maritime Organization. New York, 21 January 2010 and 8 February 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, 12 February 2010*

**Organisation des Nations Unies
et
Organisation maritime internationale**

Accord entre l'Organisation des Nations Unies et l'Organisation maritime internationale étendant la compétence du Tribunal d'appel des Nations Unies à l'Organisation maritime internationale en ce qui concerne les requêtes invoquant l'inobservation des conditions d'emploi ou de contrats de travail des fonctionnaires de l'Organisation maritime internationale. New York, 21 janvier 2010 et 8 février 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, 12 février 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT

between

THE UNITED NATIONS

and

THE INTERNATIONAL MARITIME ORGANIZATION

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

Whereas article 2, paragraph 10 of the Statute of the United Nations Appeals Tribunal provides *inter alia* that “The Appeals Tribunal shall be competent to hear and pass judgment on an application filed against 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 or other international organization or entity established by a treaty and participating in the common system of conditions of service, where a special agreement has been concluded between the agency, organization or entity concerned and the Secretary-General of the United Nations to accept the terms of the Appeals Tribunal’s jurisdiction, consonant with the present statute”;

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

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

Article 1

As soon as feasible following the conclusion of this Agreement, the International Maritime Organization (hereinafter – “IMO” or “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 staff member being, for purposes of this Agreement, an individual working for IMO who received a letter of appointment from the Organization and whose appointment is subject to the IMO Staff Regulations and Staff Rules):

(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 all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance; or

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

2. Such application may be filed by:

(a) any staff member of the Organization directly affected by the decision;

(b) any former staff member of the Organization directly affected by the decision; or

(c) any person making claims in the name of an incapacitated or deceased staff member of the Organization.

3. 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.

4. An application shall not be receivable by the Appeals Tribunal unless:

(a) the staff member concerned has previously submitted the dispute to the neutral first instance process provided for in the IMO Staff Regulations and Staff Rules;

(b) the latter has communicated its opinion to the Secretary-General of the Organization; and

(c) the Secretary General of the Organization has, in accordance with the IMO Staff Regulations and Staff Rules, communicated his/her decision to the complainant,

except where the Secretary-General of the Organization and the staff member have agreed to submit the application directly to the Appeals Tribunal.

5. 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 of the Secretary-General of the Organization.

6. 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.

7. For the purposes of this Agreement, the reference to the Secretary-General contained in article 9, paragraph 5 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 judgments 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.