



**UNITED NATIONS  
UNIVERSITY**

## **PERSONNEL POLICY OF THE UNITED NATIONS UNIVERSITY**

*(Adopted by the Council of the United Nations University at its 50<sup>th</sup> session in December 2003; amended at its 56<sup>th</sup> session in December 2009, and further amended at its 60<sup>th</sup> session in November 2013, at its 63<sup>rd</sup> session in May 2015, at its 67<sup>th</sup> session in June 2017, and at its 69<sup>th</sup> session in June 2018).*

# **PERSONNEL POLICY OF THE UNITED NATIONS UNIVERSITY**

## **Article I PURPOSE AND SCOPE**

- 1.1 The personnel policy of the United Nations University (hereinafter referred to as “UNU” or “the University”) shall respond to the requirements of the University as a global academic institution of scholarly vigour and excellence, flexibility and effectiveness.
- 1.2 All University personnel shall be committed to the fulfilment of the purposes and principles of the Charter of the United Nations, the purposes and objectives of the University as defined in its Charter, and the principles and policies of the University as laid down by the UNU Council. In accordance with those purposes, principles, objectives and policies, University personnel shall fully enjoy academic freedom in their work.
- 1.3 The University shall be an equal opportunity workplace, in which all University personnel shall be treated without distinction based on race, culture, religion, age, sex, gender identity or expression, sexual orientation, marital status, pregnancy, (dis)ability, socio-economic status, association, or any other attribute or perceived attribute.
- 1.4 All provisions within the Personnel Policy of the United Nations University, including any policies and administrative issuances applicable to University personnel, shall apply equally to:
  - (a) All University personnel regardless of gender identity or expression, including to University personnel who identify as transgender, intersex, gender diverse, or who have alternative expressions of gender; and,
  - (b) Opposite-sex and same-sex spouses or partners, in the case of provisions which cover spouses or partners of University personnel.

## **Article II UNIVERSITY PERSONNEL**

- 2.1 Pursuant to Article VIII of the University Charter, the University shall comprise the following categories of personnel:
  - A. Academic personnel
    1. The academic personnel of the University shall consist of:
      - (a) The Rector;
      - (b) Persons serving at the University Centre, comprising:
        - (i) The Vice-Rectors;

- (ii) Other directing and professional personnel performing academic functions who may be so designated by the Rector;
  - (iii) Personnel under Personnel Service Agreement, consultant or individual contractor contract with the University who have been engaged to perform academic tasks within the scope of the University's activities and operations;
  - (iv) Research personnel, visiting professors, fellows, and other scholars.
- (c) Persons serving outside the University Centre, comprising:
- (i) The Directors of the Research and Training Centres and Programmes;
  - (ii) Other directing and professional personnel performing academic functions in Research and Training Centres and Programmes and Operating Units who may be so designated by the Rector;
  - (iii) Personnel under Personnel Service Agreement, consultant or individual contractor contract with the University, at Offices of the University or in its Research and Training Centres and Programmes, Operating Units, associated institutions or elsewhere, who have been engaged to perform academic tasks within the scope of the University's activities and operations;
  - (iv) Research personnel, visiting professors, fellows, and other scholars.
2. The Rector and, save as otherwise provided for in their terms of appointment, the academic personnel coming within paragraph 1(b), subparagraphs (i) and (ii) and paragraph 1(c), subparagraphs (i) and (ii) above respectively, shall be in posts approved by the UNU Council in the University budget (hereinafter referred to as "established posts"). Such personnel shall be officials of the United Nations and shall be covered by the Staff Regulations and Rules of the United Nations, subject to such arrangements for special rules or terms of appointment, as may be agreed upon by the Rector and the Secretary-General of the United Nations in accordance with the University Charter, to meet the special needs of the University.
3. Other academic personnel coming within paragraph 1(b), subparagraphs (iii) and (iv) and paragraph 1(c), subparagraphs (iii) and (iv) above respectively shall not be so covered and shall neither be "staff members" under the Staff Regulations of the United Nations nor "officials" for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations. They may, however, be given the status of "experts on mission" in the sense of section 22 of Article VI of the Convention. If they are required to travel on behalf of the UNU, they may be given a United Nations certificate in accordance with Section 26 of Article VII of the Convention.

B. Administrative Personnel

1. The administrative personnel of the University shall consist of:
  - (c) The Rector;
  - (d) Persons serving at the University Centre, comprising:
    - (i) Directing and other personnel who perform administrative functions;
    - (ii) Personnel engaged to perform administrative functions under Personnel Service Agreement, consultant or individual contractor contract.
  - (e) Persons serving outside the University Centre, comprising:
    - (i) Directing and other personnel who perform administrative functions at Offices of the University or in its Research and Training Centres and Programmes and Operating Units;
    - (ii) Personnel engaged to perform administrative functions under Personnel Service Agreement, consultant or individual contractor contract at Offices of the University or in its Research and Training Centres and Programmes and Operating Units, associated institutions or elsewhere.
2. Administrative personnel coming within paragraph 1 (b), subparagraph (i) and paragraph 1 (c), subparagraph (i) above respectively, shall be in established posts. Such personnel shall be officials of the United Nations and shall be covered by the Staff Regulations and Rules of the United Nations, subject to such arrangements for special rules or terms of appointment, as may be agreed upon by the Rector and the Secretary-General of the United Nations in accordance with the University Charter, to meet the special needs of the University.
3. Other administrative personnel coming within paragraph 1(b), subparagraph (ii) and paragraph 1(c), subparagraph (ii) above respectively shall not be so covered and shall neither be “staff members” under the Staff Regulations of the United Nations nor “officials” for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations. They may, however, be given the status of “experts on mission” in the sense of section 22 of Article VI of the Convention. If they are required to travel on behalf of the UNU, they may be given a United Nations certificate in accordance with Section 26 of Article VII of the Convention.

C. Trainees

1. The trainees of the University shall consist of:

- (a) Persons who have been awarded fellowships by the University for postgraduate training and/or research; and
  - (b) Other persons who have been awarded fellowships by the University for training in international or national technical assistance programmes.
2. Trainees coming within paragraphs 1(a) and 1(b) above respectively shall neither be “staff members” under the Staff Regulations of the United Nations nor “officials” for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations.
- 2.2 University personnel, other than the Rector, who are officials of the United Nations as defined in A (2) and B (2) of paragraph 2.1 above shall be referred to hereinafter, where appropriate, as “United Nations University (UNU) staff.”
- 2.3 Established posts of UNU staff shall be classified according to the common job classification standards established by the International Civil Service Commission as appropriate to the categories of posts. In addition, for all established posts for research and/or capacity development for the purpose of drawing on comparative benchmarks, due consideration shall be given to equivalent or corresponding academic ranks commonly used in leading universities and research institutions around the world.
- 2.4 The terms of appointment of UNU staff shall normally be governed by the Staff Regulations and Rules of the United Nations.
- 2.5 Pursuant to paragraph 5.1 and 5.2 (a) and (b) below, UNU staff shall be granted fixed-term appointments subject to the conditions specified in Article IV below. A fixed-term appointment does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service.
- 2.6 Pursuant to paragraph 5.2 below, UNU personnel, who are not United Nations officials, shall be granted appointments subject to the conditions specified in Article IV below.
- 2.7 University personnel shall be solely responsible to the Rector in the exercise of their functions. In the performance of their duties, they shall neither seek nor accept instructions from any government or from any other authority external to the University.

### **Article III RECRUITMENT**

- 3.1 Uniform standards and criteria shall be applied for the recruitment of personnel at the University Centre and the Research and Training Centres and Programmes. The paramount consideration in the appointment of personnel shall be the highest standards of efficiency, competence and integrity, with due consideration given to geographical diversity and gender parity. Recruitment for each established post shall follow the Staff Regulations and Rules of the United Nations and shall be based on appropriate job description and selection criteria.

- 3.2 Recruitment shall be made on an open and competitive basis, and after consideration of a number of candidates. Without prejudice to the recruitment of fresh talent at all levels, the fullest regard shall be given, in filling vacancies, to the requisite qualifications and experience of persons already in the service of the University.
- 3.3 The terms and conditions of appointment of the University academic personnel shall be sufficiently flexible to make it possible to draw upon scholars and scientists from other academic or research institutions who can be engaged for limited periods of time under secondment or other appropriate arrangements.
- 3.4 Equal opportunities for recruitment, appointment, assignment, promotion and career development shall be given to candidates, or to the University personnel, as the case may be, regardless of gender.
- 3.5 Young scholars and scholars from developing countries shall be given special opportunities to participate in the activities of the University Centre and in the network of Research and Training Centres and Programmes and associated institutions.

#### **Article IV CONTRACTUAL STATUS**

- 4.1 Initial appointments of Vice-Rectors and Directors of Research and Training Centres and Programmes shall normally be for a fixed-term of four years. Individuals on such fixed-term appointments shall be eligible for re-appointment for one more term of up to four years. The combined total of such fixed-term appointments (initial and re-appointment) shall normally not exceed eight years.
- 4.2 Initial appointments of UNU academic staff shall normally be for a fixed-term of one year. Subsequent appointments are subject to satisfactory service and are limited to a maximum period of three years. The combined total of such fixed-term appointments (initial and renewal) shall normally not exceed six years.
- 4.3 Initial appointments of UNU staff other than academic staff shall normally be for a fixed-term of one year. Such fixed-term appointments may be renewed thereafter for periods of up to four years, subject to satisfactory service.
- 4.4 UNU staff holding fixed-term appointments referred to in paragraphs 4.1, 4.2, 4.3 above shall be given at least three months' advance notice of the non-renewal of their appointment prior to the date of expiration. However, in the case of initial appointments of one-year, staff shall be given at least six months' advance notice of the non-renewal of their appointment prior to the date of expiration.
- 4.5 The contractual status of University personnel who are not officials of the United Nations, such as academic and administrative personnel, visiting scholars, research associates, co-ordinators, consultants and individual contractors, interns, trainees, and postdoctoral fellows shall be governed by the terms and conditions set forth in Personnel Service Agreements (Conditions of Service for Personnel Service Agreement attached as Annex I), contractual terms and conditions for consultants and

individual contractors (Conditions of Service for Consultant or Individual Contractor Contract attached as Annex II), or other contractual arrangements. The contractual terms for each of those groups, including the rates of honoraria or other payments, shall be standardized to the extent possible within each functional unit, and shall be administered with sufficient flexibility.

## **Article V APPOINTMENT AND PROMOTION**

- 5.1 All appointments to established posts within the University shall be made on behalf of the Secretary-General of the United Nations by the Rector.
- (a) The Vice-Rectors of the University shall be appointed by the Rector after consultation with the Chair of the UNU Council and such other members of the Council as the Chair may designate for this purpose;
  - (b) The Directors of the Research and Training Centres and Programmes shall be appointed by the Rector in accordance with the Statutes applicable to such Centres and Programmes<sup>1</sup>;
  - (c) Appointments to established posts at the Research and Training Centres and Programmes shall be made by the Director of the Centre or Programme concerned on the Rector's behalf, in accordance with the Statutes relating to such Centre or Programme and the procedures established by the Rector.
- 5.2 Except as may be otherwise provided in accordance with paragraph 7 of Article VIII of the University Charter:
- (a) Academic and administrative personnel who are United Nations officials shall be appointed by the Rector pursuant to the Staff Regulations and Rules of the United Nations, subject to such arrangements for special rules or terms of appointment as may be agreed upon by the Rector and the Secretary-General in accordance with the University Charter, to meet the special needs of the University;
  - (b) Appointment of UNU staff in posts subject to local recruitment (hereinafter referred to as "National Officers") shall be covered by United Nations Staff Rule 4.4;
  - (c) Academic and administrative personnel who are not United Nations officials shall be appointed by the Rector in accordance with the provisions laid down in their terms of appointment;
  - (d) Trainees and postdoctoral fellows shall be appointed by the Rector with a view to fulfilling the purposes and objectives of research and training in the University.

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<sup>1</sup> See RTC/Ps Statutes

5.3 A Central Review Board shall be established by the Rector in accordance with United Nations established procedures to give advice on appointment, promotion and renewal of UNU staff in the Professional category and at the Principal Officer level (D1) other than Directors of RTC/Ps at this level.

(a) In particular, the Central Review Board shall advise the Rector on:

- (i) Initial fixed-term appointment;
- (ii) Promotion in accordance with paragraph 5.7 below; and
- (iii) Renewal of fixed-term appointment.

(b) The Central Review Board shall review the process for compliance with the approved selection criteria and shall offer recommendations. Where these recommendations are not in line with those of the relevant manager, the Board shall transmit its recommendations for final decision to the Rector.

5.4 Composition of the Central Review Board:

(a) The Central Review Board shall be composed of UNU staff members at the First Officer level (P4) and above, as follows:

- (i) Two members and an appropriate number of alternates, selected by the Rector;
- (ii) Two members and as many alternates as those appointed under subparagraph (i), who shall be selected by the Staff Council, as established in accordance with paragraph 8.2 below;
- (iii) One additional member with voting rights, selected jointly by the members selected by the Rector and the members selected by the Staff Council;
- (iv) The Director of Administration or an authorized representative, as an ex-officio non-voting member;
- (v) A designated official of the Human Resources Unit shall serve as Secretary, without voting rights.

(b) Members and alternates shall be appointed for a period of two years and shall be eligible for re-appointment.

(c) The Central Review Board shall elect its own chairperson and establish its own procedures.

5.5 A Central Review Panel shall be established by the Rector in accordance with United Nations established procedures to give advice on the matters referred to in paragraph 5.3 above with respect to all UNU staff in the General Service category.



- 5.6 The Central Review Panel shall be composed in a manner similar to that of the Central Review Board, except that its members shall be at the Second Officer level (P3) and above. A designated official of the Administration shall serve as an ex-officio non-voting member of the Panel.
- 5.7 University personnel whose terms of appointment are governed by the Staff Regulations and Rules of the United Nations shall be eligible for promotion as a result of classification of their established post at an higher level in accordance with procedures established by the Rector or through candidature to fill new or vacant established posts classified at a higher level than their own grade. Qualified General Service staff shall be eligible to apply and be considered for vacant posts in the Professional category in accordance with procedures established by the Rector.

**Article VI**  
**SALARIES AND RELATED ALLOWANCES**

- 6.1 The salary scales and related post adjustments and allowances for UNU staff in the Professional and higher categories shall be as specified in the Staff Regulations and Rules of the United Nations.
- 6.2 The salary scales for UNU staff in the General Service category shall be as specified in the Staff Regulations and Rules of the United Nations.
- 6.3 The remuneration scales for University personnel engaged under a Personnel Service Agreement shall be established by the Rector.

**Article VII**  
**PERSONNEL DEVELOPMENT, TRAINING, AND PERFORMANCE**

- 7.1 The University shall endeavour to create an organizational environment that motivates and fosters career development. This shall include opportunities for movement of personnel within the UNU, and between the UNU and other entities of the United Nations System of Organizations, by such means as rotation, re-assignment, loan or secondment. Opportunities shall be given for in-house or external training, studies or research in order to improve knowledge and skills or to enable personnel to keep abreast of the latest scholarly, scientific, technological, managerial and administrative developments in their respective fields.
- 7.2 The University shall give special attention to enhancing the capabilities of its personnel by fostering collegiality and collaboration, participation in scholarly and professional meetings related to their fields of interest, and mobility of scholars within the University system.
- 7.3 The University shall establish an appropriate performance appraisal system and procedures including a rebuttal process which aims at:
- (a) Promoting high performance and continuous learning;

- (b) Empowering managers and holding them responsible and accountable for managing and motivating their staff;
- (c) Ensuring proper and regular communication between managers and their staff;
- (d) Encouraging a high level of personnel participation in the planning, delivery and evaluation of work; and
- (e) Recognizing and rewarding successful performance and addressing under performance in a fair and equitable manner, in the best interest of the University.

### **Article VIII STAFF RELATIONS**

- 8.1 The Rector shall establish and maintain continuous contact and communication with the personnel of the University in order to ensure their effective participation in identifying, examining and resolving issues relating to personnel welfare, including conditions of work, general conditions of life and personnel policies.
- 8.2 A Staff Council shall be established in accordance with the established Staff Regulations and Rules of the United Nations and shall be entitled to initiate proposals to the Rector for the purposes set forth in the preceding paragraph. It shall be organized in such a way as to afford equitable representation of the academic and administrative staff of the University, serving at the University Centre and at the Research and Training Centres and Programmes, by means of elections that shall take place at least biennially under electoral procedures drawn up by the Staff Council, and agreed to by the Rector.
- 8.3 The Staff Council shall be so composed as to reflect equitably the totality of the academic and administrative staff of the University. Such University staff serving at the University Centre and the Research and Training Centres and Programmes shall be eligible for nomination as candidates for the Staff Council. The Staff Council shall elect its own Chair and other officers as necessary. The Staff Council shall be accorded appropriate facilities to ensure its effective functioning as the staff representative body.
- 8.4 A Joint Advisory Committee shall be established by the Rector to give advice regarding personnel policy and general questions of personnel welfare as provided in paragraph 8.1 above.
- 8.5 The Joint Advisory Committee shall be composed as follows:
- (a) A Chairperson appointed by the Rector in consultation with the Staff Council;
  - (b) Two members and one alternate nominated by the Staff Council;
  - (c) Two members and one alternate appointed by the Rector;

(d) A designated official of the Administration shall serve as Secretary.

- 8.6 The Joint Advisory Committee shall be the principal forum in which consultations are held on questions of personnel policies and issues relating to personnel welfare. It shall establish its own rules and procedures and meet regularly or as often as necessary to consider proposals on matters that fall within its purview and to make recommendations to the Rector in regard to such proposals. It may set up subsidiary bodies to assist it in its work.
- 8.7 No form of harassment of any sort shall be tolerated in the UNU or in connection with the work of the University.
- 8.8 Preventive and corrective measures shall be established by the University in order to address prohibited conduct issues, such as discrimination, harassment, including sexual harassment, and abuse of authority.

### **Article IX TITLE RIGHTS**

- 9.1 The UNU shall be entitled to all property rights, including but not limited to title, patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the UNU by its personnel. At the request of the UNU, personnel shall assist in securing such property rights and transferring them to the UNU in compliance with the requirements of the applicable law. Any material published by, or on behalf of, such personnel in this regard shall contain appropriate reference to the UNU, and a copy of such published material shall be provided to the UNU.

### **Article X DISCIPLINARY MEASURES**

- 10.1 UNU staff members shall be subject to the disciplinary measures set out in United Nations Staff Regulation 10.1 and Staff Rules 10.1 to 10.4.

### **ARTICLE XI APPEALS AND DISPUTE SETTLEMENT**

- 11.1 UNU staff members shall be subject to the system of administration of justice set out in this Article and United Nations Staff Regulation 11.1 and Staff Rules 11.1 to 11.5.

11.2 **Internal Evaluation Mechanism**

A staff member who considers that his or her contract of employment or terms of appointment have been violated shall ensure that the Rector has been made aware of the issues involved and has been provided with an opportunity to resolve them. To this end, UNU staff members shall submit to the Rector in writing a request for Internal Evaluation within fifteen calendar days from the date in which the UNU staff member received the first notification of the contested decision. The Rector's response, reflecting the outcome of the Internal Evaluation shall be communicated in

writing to the UNU staff member within fifteen calendar days of the request for Internal Evaluation.

11.3 The conduct of the Internal Evaluation set out in paragraph 11.2 above shall not result in any extension of the deadlines applicable to Management Evaluation and to the filing of an application with the United Nations Dispute Tribunal, as set out in the relevant United Nations Staff Rules.

**11.4 Informal Resolution Mechanism**

Notwithstanding the Internal Evaluation Mechanism set out in paragraph 11.2 and 11.3 above, in all cases involving violations of the contract of employment or terms of appointment, including all pertinent regulations and rules, UNU staff members may attempt to have the matter resolved informally through the Office of the Ombudsman. The conduct of informal resolution may result in the extension of the deadlines applicable to Management Evaluation and to the filing of an application with the United Nations Dispute Tribunal, as specified in United Nations Staff Rules 11.2 (c) and (d) and 11.4 (c).

11.5 The conduct of informal resolution by the Office of the Ombudsman may include mediation. Mediation may be initiated by either party to the dispute at any time before or after the UNU staff member chooses to pursue the matter formally. An application shall not be receivable by the United Nations Dispute Tribunal if the dispute arising from a contested decision has been resolved by an agreement reached through mediation in accordance with United Nations Staff Rule 11.1 (d).

**11.6 Formal Resolution Mechanism**

The formal resolution mechanism shall proceed in accordance with the United Nations Staff Rules 11.2, 11.3, 11.4 and 11.5.

**11.7 Procedure for Personnel Service Agreement and Consultant or Individual Contractor Contract**

The mechanism for settlement of disputes for personnel engaged under Personnel Service Agreement and Consultant or Individual Contractor Contract is described in the attached Annexes.

**Article XII  
SOCIAL SECURITY**

12.1 UNU staff shall participate in the United Nations Joint Staff Pension Fund in accordance with the Regulations and Rules of that Fund.

12.2 UNU staff shall be entitled to participate in a scheme of social security in accordance with the Staff Regulations and Rules of the United Nations.

12.3 The Rector may provide appropriate arrangements for University personnel engaged under a Personnel Service Agreement in regard to matters referred to in paragraph 12.1 and 12.2 above.

**Article XIII**  
**SEPARATION FROM SERVICE**

- 13.1 As provided in United Nations Staff Regulation 9.3, the Rector may terminate the appointment of a UNU staff member with a fixed-term appointment prior to the expiration date for any of the reasons specified in United Nations Staff Regulation 9.3(a) or for such other reason as may be specified in the letter of appointment. A fixed-term appointment may also be terminated as a result of dismissal for misconduct under Staff Regulation 10.1.
- 13.2 The conditions relating to resignation, indemnity payment and repatriation grant in the case of UNU staff members holding a fixed-term appointment shall be governed by United Nations Staff Regulation 9.1, 9.3(c) and (d), and 9.4 respectively.
- 13.3 The Rector shall establish conditions relating to separation from service for University personnel engaged under a Personnel Service Agreement.

**Article XIV**  
**AMENDMENT AND SUSPENSION**

- 14.1 The Personnel Policy of the United Nations University may be amended or suspended by the UNU Council.

## **ANNEXES to the Personnel Policy of the United Nations University**

### **Annex I**

#### **Conditions of Service for Personnel Service Agreement**

##### **Legal Status**

1. Pursuant to Article VIII, paragraph 7 of the Charter of the United Nations University (“UNU”), academic and administrative personnel other than the personnel referred to in paragraph 4 and 6 of Article VIII shall be appointed by the Rector as United Nations University personnel under a Personnel Service Agreement (“PSA”). Individuals engaged under a PSA shall serve in a personal capacity and not as representatives of a government or of any other authority external to the UNU. They are neither “staff members” under the Staff Regulations of the United Nations nor “officials” for the purpose of the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations. They may, however, be given the status of “experts on mission” in the sense of Section 22 of Article VI of the Convention, and also enjoy any privileges or immunities which may be provided for in agreements concluded between the UNU and the host countries of its University Centre, Offices, and Research and Training Centres and Programmes, respectively.
2. If such personnel are required to travel on behalf of the UNU, they may be given a United Nations certificate in accordance with Section 26 of Article VII of the Convention.
3. The Conditions of Service for the PSA shall be an integral part of the Personnel Policy of the United Nations University approved by the UNU Council at its fiftieth Session on 5 December 2003, amended at its fifty-sixth session in December 2009, and further amended at its sixty-third session in May 2015.

##### **Purpose**

4. The primary purpose of the PSA is to provide personnel at different stages of their career with the opportunity to use their experience in the areas of interest to the UNU and work in the context of an international organization. Such personnel serve at the UNU Centre, in its Offices, Research and Training Centres and Programmes, or associated institutions and are involved in academic or administrative work. Once the assignment is over, it is expected that former PSA holders will put into practice their newly acquired skills and a widened perspective of working in an international environment. Former PSA holders are expected to serve in their home countries’ academic institutions, bilateral assistance programmes, with other UN agencies, non-governmental organizations, or the private sector. Upon the completion of their assignments, they may continue to serve the United Nations System, including the UNU, as staff members upon applying to vacant positions and following the relevant competitive recruitment procedure.

##### **Recruitment**

5. The basic criteria for selection shall be the highest standards of efficiency,

competence and integrity with due regard to appropriate representation in terms of geography, social systems, cultural traditions, age and sex.

6. Candidates shall normally be selected on an open and competitive basis with qualifications commensurate to the nature of the work as spelled out in the job description. Prior to the issuance of a contract, the processing office shall verify the academic and professional credentials of the candidate recommended for selection.

### **Obligations**

7. Personnel engaged under a PSA shall have the duty to respect the impartiality and independence of the UNU and shall neither seek nor accept instructions regarding the services to be performed for the UNU from any government or from any authority external to the UNU. During the period of their services for the UNU, such personnel shall refrain from any conduct that would adversely reflect on the UNU and shall not engage in any activity that is incompatible with the discharge of their duties with the UNU. Personnel engaged under PSA are required to exercise the utmost discretion in all matters of official business of the UNU. Unless otherwise authorized by the appropriate official in the office concerned, they shall not communicate at any time with any institution, person, government or authority external to the UNU any information that has not been made public and which has become known to them by reason of their association with the UNU. Personnel engaged under PSA may not use such information without the express authorization of the Rector or his designate. Nor shall personnel engaged under a PSA use such information to private advantage. These obligations do not lapse upon cessation of service with the UNU.
8. Personnel engaged under the PSA shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, they shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
9. Personnel engaged under a PSA acknowledge and agree that any breach of any of the provisions hereof shall constitute a breach of an essential term of the PSA, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of a PSA.

### **Title Rights**

10. The UNU shall be entitled to all property rights, including but not limited to title, patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the UNU by the personnel engaged under a PSA. The retention or exercise of such rights may be subject to special arrangement between the parties. Any material published by, or on behalf of, such personnel in this regard shall contain appropriate reference to the UNU, and a copy of such published material shall be provided to the UNU. At the request of the UNU, the personnel engaged under a PSA shall assist in securing such property rights and transferring them to the UNU in compliance with the requirements of the applicable law.

### **Duration of Service**

11. The services of personnel engaged under a PSA will normally correspond to the duration of the programme/project/administrative tasks for which the services are required. Initial appointment of such personnel shall normally be for a period of two years and not less than six months. Such appointments shall normally be renewed for terms of up to two years, each term subject to satisfactory service and the availability of funding. The combined total of such appointments (initial and renewed) normally will not exceed six years. A PSA appointment does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service.

### **Remuneration and Taxation**

12. As per paragraph 6.3 of the Personnel Policy of the United Nations University, the remuneration scales for University personnel engaged under a PSA shall be established by the Rector, taking into account differences in levels of functions and experience.
13. The UNU shall have no liability for taxes, duties or other similar charges payable by personnel engaged under a PSA in respect of any amounts paid to them under the PSA. The payment of any taxes for which such personnel are liable shall be their sole responsibility. Personnel engaged under a PSA shall not be entitled to reimbursement of such taxes nor to any benefit, payment or subsidy which is not expressly provided for in the PSA.

### **Annual and Sick Leave**

14. Personnel engaged under a PSA who are required to perform their services in a UNU location shall accrue entitlement to annual leave at the monthly rate of two and a half days (six weeks -30 working days- a year).
15. The maximum entitlement to certified sick leave shall be determined by the duration of the PSA appointment in accordance with the following provisions:
  - (i) PSA of less than one year shall be granted sick leave at the rate of two working days per month of contractual service;
  - (ii) PSA of one year or longer but less than three years of contractual service shall be granted sick leave of up to three months on full remuneration and three months on half remuneration in any period of twelve consecutive months;
  - (iii) PSA personnel who have completed three years of continuous service shall be granted sick leave of up to nine months on full remuneration and nine months on half remuneration in any period of four consecutive years.
16. Personnel engaged under a PSA may take uncertified sick leave of not more than three consecutive working days at a time, for up to seven working days in a calendar year, when incapacitated for the performance of their duties by illness or injury. Part



or all of this entitlement may be used to attend to family-related emergencies.

### **Travel**

17. If personnel engaged under a PSA are required by the UNU to travel on official business, such travel shall be governed by conditions and guidelines established by the Rector.

### **Medical Clearance**

18. Personnel engaged under a PSA who are expected to work for six months or more on a full-time basis in any location of the UNU, are required to undergo a full medical examination and clearance by a physician approved by the UNU, prior to commencement of work. The cost of the examination shall be reimbursed by the UNU at established United Nations rates.

### **Indemnification**

19. Personnel engaged under a PSA shall pay the UNU promptly for all loss, destruction or damage to the property of the UNU caused by them.

### **Insurance**

20. Personnel engaged under a PSA are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the UNU as they consider appropriate. They are not eligible to participate in the life or health insurance schemes available to UNU staff members. The UNU accepts no responsibility for the death, illness or injury of personnel engaged under a PSA. Such personnel are fully responsible for any expenses incurred as a result of such events. The responsibility of the UNU is limited solely to the payment of compensation under the conditions described in paragraph 21 below. They may, however, be required by the UNU to give evidence of their own medical insurance arrangements before entering into a PSA. However, the Rector may provide appropriate coverage as he or she deems necessary.

### **Service-incurred death, injury or illness**

21. Personnel engaged under a PSA who are authorized to travel at UNU expense or who are required under the PSA to perform their services in a UNU location, or their dependents as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of the UNU while in travel status or while working in a location of the UNU on official UNU business to compensation equivalent to the compensation which, under Appendix D to the Staff Regulations and Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev.1, of 1 January 1966, as amended by ST/SGB/Staff Rules Appendix D/Rev.1/Amend.1 of 8 January 1976, and by ST/SGB/Staff Rules/1/Rev.7/Amend.3 of 1 January 1993), would be payable to a staff member at step V of the First Officer (P-4) level of the Professional category.

### **Settlement of disputes**

22. The UNU and the personnel engaged under a PSA shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the PSA or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.
23. Any dispute, controversy or claim between the parties arising out of the PSA, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the termination of the PSA, or order that any other protective measures be taken with respect to any confidential information provided under the PSA, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the PSA, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

### **Waiver**

24. Nothing in or relating to this PSA shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of the United Nations or of UNU, which is an autonomous organ of the General Assembly thereof.

### **Termination**

25. The PSA may be terminated by either party before the expiry date of the PSA by giving notice in writing to the other party. The period of notice shall be fifteen days for PSAs of six months, and thirty days for PSAs of a longer period.
26. The initiation of conciliation or arbitral proceedings, as provided above, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the PSA.
27. In the event of any termination of the PSA, upon receipt of notice of termination by the UNU, personnel engaged under a PSA shall, except as may be directed by the UNU in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the PSA to a close in a prompt and

orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the PSA as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the PSA had been completed, would be required to be furnished to the UNU thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the UNU may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the PSA that is in the possession of the individuals and in which the UNU has or may be reasonably expected to acquire an interest.

28. In the event of a PSA being terminated prior to its due expiry date in this way, personnel engaged under a PSA shall be remunerated on a pro rata basis for no more than the actual number of days worked or amount of work performed to the satisfaction of the UNU in accordance with the requirements of the PSA. Additional costs incurred by the UNU resulting from the termination of the PSA by such personnel may be withheld from any amount due to them by the UNU.

## **Annex II**

### **Conditions of Service for Consultant or Individual Contractor Contract**

#### **Legal Status**

1. The Contractor shall have the legal status of an independent contractor vis-à-vis the United Nations University (“UNU”), and shall not be regarded, for any purposes, as being either a “staff member” of the United Nations, under the Staff Regulations and Rules of the United Nations, or an “official” of the United Nations, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between the UNU and the Contractor. The personnel, officials, representatives, employees or subcontractors of the UNU and of the Contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and the UNU and the Contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. The Conditions of Service for the Contract shall be an integral part of the Personnel Policy of the United Nations University approved by the UNU Council at its fiftieth Session on 5 December 2003 amended at its fifty-sixth session in December 2009, and further amended at its sixty-third session in May 2015.

#### **Standards of Conduct**

3. The Contractor shall neither seek nor accept instructions from any authority external to the UNU in connection with the performance of its obligations under the Contract. Should any authority external to the UNU seek to impose any instructions on the Contractor regarding the Contractor’s performance under the Contract, the Contractor shall promptly notify the UNU and shall provide all reasonable assistance required by the UNU. The Contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of the UNU, and the Contractor shall perform his/her obligations under the Contract with the fullest regard to the interests of the UNU. The Contractor warrants that he/she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, member of the personnel, employee or other agent of the UNU. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract.
4. The Contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
5. The Contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds

for termination of the Contract. In addition, nothing herein shall limit the right of the UNU to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

### **Title Rights**

6. The UNU 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 provided to the University by the contractor. The retention or exercise of such rights may be subject to special arrangement between the parties. Any material published by, or on behalf of, the contractor in this regard shall contain appropriate reference to the UNU, and a copy of such published material shall be provided to the UNU. At the request of the UNU, contractors shall assist in securing such property rights and transferring them to the UNU in compliance with the requirements of the applicable law.

### **Confidential Nature of Documents and Information**

7. Information and data that are considered proprietary by either the UNU or the Contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of the UNU, the Contractor may disclose Information to the extent required by law, *provided that* the Contractor will give the UNU sufficient prior notice of a request for the disclosure of Information in order to allow the UNU to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The UNU may disclose Information to the extent as required pursuant to the Charter of the United Nations University, Statutes, regulations, rules or policies. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

### **Travel, Medical Clearance and Service-Incurred Death, Injury or Illness**

8. The UNU may require the Contractor to submit a statement of good health prior to commencement of work in any offices or premises of the UNU or before engaging in

any travel required by the UNU or connected with the performance of the Contract. The Contractor shall provide such a statement of good health as soon as practicable following such request, and prior to engaging in any such travel, and the Contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

9. In the event of the death, injury or illness of the Contractor which is attributable to the performance of services on behalf of the UNU under the terms of the Contract while the Contractor is travelling at UNU expense or is performing any services under the Contract in any offices or premises of the UNU, the Contractor or the Contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under Appendix D to the United Nations Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1).

#### **Prohibition on Assignment; Modifications**

10. The Contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNU, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of agreement concerning any goods or services to be provided under the Contract shall not be valid and enforceable against the UNU nor in any way shall constitute an agreement by the UNU thereto, unless any such undertakings, licenses or other forms of agreement are the subject of a valid written undertaking by the UNU. No modification or change in the Contract shall be valid and enforceable against the UNU unless provided by means of a valid written amendment to the Contract signed by the Contractor and an authorized official or appropriate contracting authority of the UNU.

#### **Subcontractors**

11. In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the UNU for any such subcontractors. The UNU may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Contractor shall be solely responsible for all services and obligations performed by his/her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

#### **Use of Name, Emblem or Official Seal of the United Nations**

12. The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that he/she has a contractual relationship with the UNU, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the United Nations University, or any abbreviation of the name of the

United Nations University, in connection with his/her business or otherwise without the written permission of the UNU.

### **Indemnification**

13. The Contractor shall indemnify, defend, and hold and save harmless the UNU, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by the UNU of any patented device, any copyrighted material or any other goods or services provided to the UNU for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

### **Insurance**

14. The Contractor shall pay the UNU promptly for all loss, destruction or damage to the property of the UNU caused by the Contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the Contractor's sole expense, such life, health and other forms of insurance as the Contractor may consider to be appropriate to cover the period during which the Contractor provides services under the Contract. The Contractor acknowledges and agrees that none of the insurance arrangements the Contractor may make shall, in any way, be construed to limit the Contractor's liability arising under or relating to the Contract.

### **Encumbrances and Liens**

15. The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNU against any monies due to the Contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

### **Force Majeure; Other Changes in Conditions**

16. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNU of such occurrence or cause if the Contractor is thereby rendered unable, wholly or in part, to perform his/her obligations and meet his/her responsibilities under the Contract. The Contractor shall also notify the UNU of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with his/her performance of the Contract. Not more than fifteen (15) days following the provision

of such notice of force majeure or other changes in conditions or occurrence, the Contractor shall also submit a statement to the UNU of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, the UNU shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform any obligations under the Contract.

17. If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform his/her obligations and meet his/her responsibilities under the Contract, the UNU shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, the UNU shall be entitled to consider the Contractor permanently unable to perform his/her obligations under the Contract in the case of the Contractor's suffering any period of suspension in excess of thirty (30) days.
18. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

#### **Duration**

19. The Contractor shall be required to perform specific, results-oriented functions within a prescribed time frame consistent with the work plan of the office concerned. Duration of the contract shall be directly linked to the terms of reference and work assignment set out in the Contract.
20. The services of a consultant shall be limited to twenty-four months of accrued service within a period of thirty-six calendar months. The services of an individual contractor shall be limited to nine months of accrued service within a period of twelve calendar months.

#### **Termination**

21. Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. The UNU may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Contractor is granted a moratorium or a stay or is declared insolvent; the Contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Contractor; (d) the Contractor offers a settlement in lieu of bankruptcy or receivership; or (e) the UNU reasonably determines that the Contractor has become subject to a materially



adverse change in his/her financial condition that threatens to endanger or otherwise substantially affect the ability of the Contractor to perform any of his/her obligations under the Contract.

22. In the event of any termination of the Contract, upon receipt of notice of termination by the UNU, the Contractor shall, except as may be directed by the UNU in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to the UNU thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the UNU may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the UNU has or may be reasonably expected to acquire an interest.
23. In the event of a Contract being terminated prior to its due expiry date in this way, the Contractor shall be remunerated on a pro rata basis for no more than the actual number of days worked or amount of work performed to the satisfaction of the UNU in accordance with the requirements of the Contract. Additional costs incurred by the UNU resulting from the termination of the Contract by the Contractor may be withheld from any amount due to him or her by the UNU.

#### **Non-Exclusivity**

24. The UNU shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

#### **Taxation**

25. Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including UNU, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the UNU from such taxes, restrictions, duties or charges, the Contractor shall immediately consult with the UNU to determine a mutually acceptable procedure. The UNU shall have no liability for taxes, duties or other similar charges payable by the Contractor in respect of any amounts paid to the Contractor under this Contract, and the Contractor acknowledges that the UNU will not issue any statements of earnings to the Contractor in respect of any such payments.

#### **Settlement of Disputes**

26. The UNU and the Contractor shall use their best efforts to amicably settle any dispute,

controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

27. Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

#### **Privileges and Immunities**

28. Nothing in or relating to this Contract shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of the United Nations or of UNU, which is an autonomous organ of the General Assembly thereof.