

Conditions of Service for Personnel Service Agreement

Legal Status

1. Pursuant to Article VIII, paragraph 7 of the Charter of the United Nations University, 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 Personnel Service Agreement serve in a personal capacity and not as representatives of a government or of any other authority external to the United Nations University. 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 United Nations University 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 United Nations University, they may be given a United Nations certificate in accordance with Section 26 of Article VII of the Convention.
3. Conditions of service for the Personnel Service Agreement are an integral part of the United Nations Personnel Policy approved by the UNU Council at its fiftieth Session on 5 December 2003.

Purpose

4. The primary purpose of the Personnel Service Agreement is to provide individuals at different stages of their career with the opportunity to use their experience in the areas of interest to the United Nations University and work in the context of an international organization. Personnel engaged under a PSA serve at the UNU Centre, in its Offices, Research and Training Centres/Programmes or associated institutions and are involved in academic or administrative work. Candidates are selected on a competitive basis with qualifications commensurate to the nature of the work as spelled out in the job description. 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 PSAs 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, a small number of PSAs may continue to serve the United Nations System, including the UNU, upon applying to vacant positions and following the relevant competitive recruitment procedure.

Obligations

5. Personnel engaged under a PSA shall have the duty to respect the impartiality and independence of the United Nations University and shall neither seek nor accept instructions regarding the services to be performed for the United Nations University from any government or from any authority external to the United Nations University. During the period of their services for the United Nations University, such personnel shall refrain from any conduct that would adversely reflect on the United Nations University and shall not engage in any activity that is incompatible with the discharge of their duties with the United Nations University. Personnel engaged under PSAs are required to exercise the utmost discretion in all matters of official business of the United Nations University. 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 United Nations University any information that has not been made public and which has become known to them by reason of their association with the United Nations University. 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 United Nations University.

Title Rights

6. The United Nations University 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 United Nations University by the personnel engaged under a PSA. At the request of the United Nations University, the personnel engaged under a PSA shall assist in securing such property rights and transferring them to the United Nations University 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 United Nations University, and a copy of such published material shall be provided to the United Nations University.

Duration of Service

7. 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 one more term of two years subject to satisfactory service and the availability of funding. The Rector shall set the conditions for an exceptional extension of appointment of up to two years.

Remuneration and Taxation

8. 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.
9. The United Nations University shall not be responsible for the payment of any taxes due on the remuneration paid to such personnel under a PSA. The payment of any taxes for which such personnel are liable shall be their sole responsibility. Such personnel 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

10. Personnel engaged under a PSA who are required to perform their services in a United Nations University location shall accrue entitlement to annual leave at the monthly rate of two and a half days (six weeks -30 working days- a year).
11. 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.
12. 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 the twelve month period 01 April to 31 March, when incapacitated for the performance of his or her duties by illness or injury. Part or all of this entitlement may be used to attend to family-related emergencies.

Travel

13. If such personnel are required by the United Nations University to travel on official business, such travel shall be governed by conditions and guidelines established by the Rector.

Medical Clearance

14. 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 United Nations University, are required to undergo a full medical examination and clearance by a designated United Nations Examining Physician, prior to commencement of work. The cost of the examination shall be reimbursed by the United Nations University at established UN rates.

Insurance

15. 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 United Nations University as they consider appropriate. They are not eligible to participate in the life or health insurance schemes available to United Nations University staff members. The United Nations University 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 United Nations University is limited solely to the payment of compensation under the conditions described in paragraph 16 below. They may, however, be required by the United Nations University to give evidence of their own medical insurance arrangements before entering into a PSA. However, the Rector may provide appropriate coverage as he deems necessary.

Service-incurred death, injury or illness

16. Personnel engaged under a PSA who are authorized to travel at United Nations University expense or who are required under the PSA to perform their services in a United Nations University 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 United Nations University while in travel status or while working in a location of the United Nations University on official UNU business to compensation equivalent to the compensation which, under Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules/Appendix D/Rev . 1 and Amend. 1), would be payable to a staff member at step V of the First Officer (P-4) level of the Professional category.

Settlement of disputes

17. Any dispute arising out of, or in connection with, a Personnel Service Agreement, shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision rendered in the arbitration shall constitute final

adjudication of the dispute.

Termination of Agreement

18. The PSA may be terminated by either the individual engaged or by the United Nations University 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 for six months, and thirty days for PSAs of a longer period.
19. In the event of a PSA being terminated prior to its due expiry date in this way, the individual engaged under PSA shall be compensated on a pro rata basis for no more than the actual number of days worked performed to the satisfaction of the United Nations University. Additional costs incurred by the United Nations University resulting from the termination of the PSA by the individual may be withheld from any amount due to him/her by the United Nations University.