

CONDITIONS OF SERVICE -INDIVIDUAL CONTRACTORS

1. LEGAL STATUS

Individuals engaged under a contract for individual contractor 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. Individual contractors 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 United Nations University, they may be given a United Nations certification in accordance with Section 26 of Article VII of the Convention.

2. OBLIGATIONS

Individual contractors 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 their period of service for the United Nations University, individual contractors 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 Organization. Individual contractors are required to exercise the utmost discretion in all matters of official business of the Organization. Unless otherwise authorized by the appropriate official in the office concerned, individual contractors shall not communicate at any time to the media or to any institution, person, Government or other 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. The individual contractor may not use such information without the written authorization of the United Nations University. Nor shall the individual contractor use such information for private advantage. These obligations do not lapse upon cessation of service with the United Nations University.

3. TITLE RIGHTS

The United Nations University 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 Organization by the individual contractor. At the request of the United Nations University, the individual contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

4. TRAVEL

If individual contractors are required by the United Nations University to travel beyond commuting distance from their usual place of residence, such travel at the expense of the United Nations University shall be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (Chapter VII). Such travel shall be at the least costly airfare structure regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Under-Secretary-General for Management, and first class by rail.

5. MEDICAL CLEARANCE

Individual contractors expected to work in any office of the Organization shall be required to submit a statement of good health prior to commencement of work and to take full responsibility for the accuracy of that statement, including confirmation that they have been fully informed regarding inoculations required for the country or countries to which travel is authorized.

6. INSURANCE

Individual contractors 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. Individual contractors are not eligible to participate in the life or health insurance schemes available to United Nations University staff members. The responsibility of the United Nations University is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

7. SERVICE-INCURRED DEATH, INJURY OR ILLNESS

Individual contractors who are authorized to travel at United Nations University expense or who are required under the contract to perform their services in a United Nations University office, or their dependants 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 an office of the Organization on official United Nations University business to compensation equivalent to the compensation which, under Appendix D to the United Nations Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.I and Amend.I), would be payable to a staff member at step V of the First Officer (P-4) level of the Professional category.

8. ARBITRATION

Any dispute arising out of, or in connection with, this contract 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.

9. TERMINATION OF CONTRACT

This contract may be terminated by either party before the expiry date of the contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the contract being terminated prior to its due expiry date in this way, the individual contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations University. Additional costs incurred by the United Nations University resulting from the termination of the contract by the individual contractor may be withheld from any amount otherwise due to the individual contractor from the United Nations University.

10. TAXATION

The United Nations University undertakes no liability for taxes, duty or other contribution payable by the individual contractor on payments made under this contract. No statement of earnings will be issued by the United Nations University to the individual contractor.

11. OTHER PROVISIONS

Unless otherwise provided herein, the individual contractor engaged shall bear all expenses of carrying out the work. The individual contractor shall not be entitled to any compensation or reimbursements except as explicitly provided in the present contract, nor is he/she authorized to commit the United Nations University to any expenditure or other obligations.