**ANNEX I**

**Memorandum of Agreement**

Between and

The United Nations Educational, ---

Scientific and Cultural Organization

(hereinafter called “UNESCO”)

the Headquarters of which are situated in Paris (hereinafter called ”the Releasing Institution”)

of the first part of the second part

Together referred to as “the Parties”, hereby agree that, within the framework of the Memorandum of Understanding concluded between UNESCO and the Swedish Council for Higher Education on [date], the Releasing Institution is willing to loan to UNESCO the services of an expert on a non-reimbursable basis in order to contribute to the work to be undertaken by UNESCO,

Considering further that UNESCO is willing to accept the services of such an expert,

The Parties hereby agree as follows:

**Article 1**

**Loan and duties of the expert**

The Releasing Institution shall loan to UNESCO on a non-reimbursable basis, Mr/Ms -- to perform the duties specified in the attached terms of reference for a period of (--), subject to extension for a period of (--) with the concurrence of all parties concerned.

**Article 2**

**Remuneration of the expert and expenses in connection with the assignment at UNESCO**

1. The Releasing Institution shall pay the expert his/her salary, allowances, benefits and all expenses relating to his/her assignment to UNESCO, particularly as concerns taxes, medical and life insurance coverage, other benefits to which the expert is entitled. Travel expenses and other related expenses incurred in travel to and from the assignment during and at the end of his/her assignment will be paid by the Releasing Institution. Costs incurred by loaned experts undertaking official travel in the discharge of their functions shall be paid by UNESCO on the same basis as costs incurred by staff members, including payment of allowance, as applicable.

2. UNESCO shall not be liable for any expenses in connection with the loan of the expert as such.

3. UNESCO shall provide the expert with all the facilities normally granted to members of its staff for the performance of their duties, including the office space and administrative services normally required.

4. The Releasing Institution shall be responsible for any claim brought by third parties for damages as a result of an act or omission by the expert during the performance of his/her duties on behalf of UNESCO, and shall assume responsibility for any financial consequences connected therewith.

**Article 3**

**Status of the Expert**

1. The Experts provide services to UNESCO for a specific period of time during which they are placed under the functional and technical supervision of UNESCO, while retaining their employment relationship with the Releasing Institution.

2. The Expert shall be subject to the authority of the Director-General of UNESCO and shall be accountable to the Director-General in the performance of their official duties on behalf of UNESCO.

3. The Expert shall not supervise staff members in the exercise of their official duties. They shall not be involved in decisions affecting the status, rights and entitlements of staff members or any other person employed by UNESCO.

4. The Expert shall not have the status of a UNESCO staff member, thus they shall not enjoy the rights granted by UNESCO exclusively to its staff.

5. The Expert shall be considered as an “Expert on Mission” within the meaning of Clause 3 of Annex IV of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the General Assembly of the United Nations on 21 November 1947 and an “Expert” under Article 25 of the Agreement between the Government of the French Republic and the United Nations Educational, Scientific and Cultural Organization regarding the Headquarters of UNESCO and the Privileges and Immunities of the Organization on French Territory of 2 July 1954.

6. All rights, including ownership rights, copyright and patents, in any work produced by the Expert by virtue of their contract, shall be vested in UNESCO, which alone shall hold all rights of use. The Expert shall carry out their work with the interests of UNESCO only in view, at all times in the course of their loan to the latter, and shall neither seek nor accept instructions from any government or from an authority external to UNESCO. The Expert shall conduct him/herself at all times in a manner befitting their contractual status with UNESCO. He/she shall not engage in any form of activity incompatible with the performance of their work for UNESCO. The Expert shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on their status, or on the integrity, independence, and impartiality that are required by that status. While he/she is not expected to give up their national sentiments or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of that status.

**Article 4**

**Remuneration, medical and life insurance, pension and other social security benefits**

1. The Releasing Institution will pay the salary, allowances, benefits and all expenses relating to the assignment of the Expert to UNESCO, particularly as concerns taxes, medical and life insurance coverage, and other benefits to which they are entitled.

2. UNESCO shall not be liable for any expenses in connection with the loan of the Expert as such.

3. UNESCO shall not be responsible for arranging the travel of the Experts to and from the assignment, or resolving any administrative issues which may arise from the travel arrangements.

4. The Releasing Institution shall ensure that, during the entire period of service under the loan, the Expert is covered by adequate medical and life insurance, as well as insurance for disability or death incurred in the service of UNESCO.

**Article 5**

**Amendment, Duration and Termination**

1. This MoU may be amended by mutual written agreement of the Parties.

2. This MoU will enter into force upon signature by both Parties. It will remain in force until notice of termination in writing is given by either Party to the other.

3. Either Party may terminate the MoU upon three months’ notice, in writing to the other Party. In such case, the Parties will work together to achieve an orderly conclusion to the loan of the Expert.

**Article 6**

**Liability**

1. The Releasing Institution shall indemnify UNESCO and absolve it of any responsibility for any prejudice or damage sustained as a result of the non-observance of the Expert’s obligations and for any court action, claim or charge of any kind which may result from a wrongful act of commission or omission perpetrated by the Expert in the performance of their duties.

2. The Releasing Institution shall also bear, or reimburse UNESCO for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which the Organization may come to be implicated as the result of an offence committed by the Expert.

3. The Releasing Institution will reimburse UNESCO for financial loss or for damage to UNESCO owned equipment or property caused the Expert, if such loss or damage:

a) occurred outside the performance of services with UNESCO; or

b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such loaned personnel.\

**Article 7**

**Security**

1. UNESCO shall provide the Expert with the same protection and physical security measures afforded to its staff. Experts will, inter alia, be included in all UNESCO security arrangements, in a manner consistent with United Nations Department of Safety & Security (UNDSS) published directives.

2. The Expert is expected to adhere to security rules, regulations and procedures. He/she must undertake the mandatory security training applicable to UNESCO staff and employees. Should he not comply with these rules, regulations and procedures, he/she will be held responsible in accordance with the applicable Rules and Regulations and relevant UNESCO administrative insurance procedures.

**Article 8**

**Limitations on recruitment/appointment**

The Expert may not be employed by UNESCO on any form of contract for six (6) months after the end of their loan. He/she is considered as an external candidate when applying for a vacant post in UNESCO.

**Article 9**

**Rescission**

1. This agreement may be rescinded by the Releasing Institution or by UNESCO, at one month’s notice. The Releasing Institution shall be liable for all costs resulting from such rescission.

2. Unsatisfactory performance, or failure to conform to the standards of conduct set out above, may lead to termination of service, for cause, at the initiative of UNESCO. One month notice shall be given in such cases.

3. Any serious breach of the duties and obligations that, in the view of the Director-General, would justify separation before the end of the notice period will be immediately reported to the Releasing Institution with a view to immediately ceasing the Expert’s service.

**Article 10**

**Settlement of Disputes**

1. Any controversy or dispute concerning the execution or interpretation of this agreement shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted to an arbitrator chosen by agreement between the Releasing Institution and UNESCO. In the event of failure to agree on the choice of an arbitrator, either party may request that an arbitrator be appointed by the Secretary-General of the Permanent Court of Arbitration.

2. The arbitrator shall rule upon the costs of arbitration, which shall be apportioned between the parties. The arbitral award shall be final and irrevocable

3. Nothing in or relating to this MoA shall be deemed a waiver, expressed or implied, of the privileges and immunities of UNESCO, whether under the Convention on Privileges and Immunities of the Specialized Agencies of 21 November 1947, including its Annex 4 with respect to UNESCO, and no provisions of this MoA shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

**Article 11: Effective date and duration of the agreement**

This agreement shall enter into force on the date of signature below, and shall expire on \_\_\_\_\_\_\_\_.

For the Director-General of UNESCO For the (Releasing Institution):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature Date Signature

**ANNEX II**

**INDIVIDUAL CONTRACT**

**between**

THE UNITED NATIONS EDUCATIONAL, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCIENTIFIC AND CULTURAL ORGANIZATION and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter called 'UNESCO') (hereinafter called 'the expert')

UNESCO, having concluded with (--) (the Releasing Institution) an agreement dated ( ) concerning the loan of the expert on a non-reimbursable basis.

**Article I**

The expert shall perform the duties specified in the attached terms of reference. Not having the status of a UNESCO staff member, he/she shall not enjoy the rights granted by UNESCO to its staff. In particular, he/she shall not be a member of the United Nations Joint Staff Pension Fund or the UNESCO Medical Benefits Fund, nor shall he/she be covered by the UNESCO Staff Compensation Plan.

**Article II**

Save in the event of an extension of the agreement between the parties, this contract shall be concluded for the same duration as the aforementioned agreement with the Releasing Institution. It shall become effective on the date on which the expert takes up his duties.

**Article III**

UNESCO shall provide the expert with all the facilities normally granted to members of its staff at an equivalent grade for the performance of their duties, including the office space and administrative support normally required.

**Article IV**

The expert shall submit a medical certificate confirming that he/she is fit for the assignment. The expert shall be responsible for verifying that he/she has adequate social security coverage, particularly with regard to retirement, health, and medical care, possible consequences of an accident or any other incident, and in the event of loss or damage occurring during the entire time he/she is on UNESCO business. If necessary, he/she shall make appropriate insurance arrangements at his/her own expense.

**Article V**

1. The expert does not have the status of a UNESCO staff member, thus shall not enjoy the rights granted by UNESCO exclusively to its staff. He/She shall be subject to the authority of the Director-General or of a senior official of the Organization according to the delegation of administrative authority in force within the Secretariat.

2. He/she shall comply with the obligations set forth in Article 3 of the above-mentioned Agreement with the Releasing Institution.

3. He/she shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her work, except in the performance of his/her duties or with the permission of the Director-General. These obligations shall remain binding after the expiry of the contract.

4. Barring express permission from the Director-General, the expert may not, during the period of his/her work for UNESCO, accept any honorary title, decoration, favour, donation or remuneration from any government or source external to the organization.

5. The expert shall conform to the working hours and official holidays, and shall be subject to the system of leave regulations in force within the Secretariat. However, in the event of illness, he/she shall comply with the rules and procedures laid down by his/her original employer.

6. The expert shall take the following oath:

“I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as an expert in the service of the United Nations Educational, Scientific and Cultural Organization, to discharge these functions and regulate my conduct with the interests of UNESCO only in view, and not to seek or accept instructions in regard to the performance of my duties from any government or other authority external to the organization”.

7. The Expert may not be employed by UNESCO on any form of contract for six (6) months after the end of his/her loan. He/She is considered as an external candidate when applying for vacant posts in UNESCO.

**Article VI**

1. On expiry of the loan agreement, UNESCO shall submit a report to the Releasing Institution (through the Permanent Delegation of Sweden to UNESCO and the Swedish Council for Higher Education) indicating the duration and nature of the expert’s activities and, where applicable, an evaluation of the work performed.

2. If the expert is also expected to produce a report for the Releasing Institution or the Swedish Council for Higher Education, he/she shall first submit it to the Director-General.

**Article VII**

Any controversy or dispute concerning the execution or interpretation of this contract shall be settled within the framework of the Agreement with the Releasing Institution of [date].

Signed on behalf of the Director-General of UNESCO: The Expert :

Name, Title Name, Title

Date Date

Signature Signature