

## **Terms and Conditions of Appointment of Associated Fellows**

### **A. Criteria**

1. In accordance with Article VI para 2 of the UNITAR Statute, Associated Fellows are “fellows” who may be appointed “for the purpose of contributing to the analysis and planning of the activities of the Institute or for special assignments in connection with the Institute’s programmes”. Individuals engaged under this type of appointment serve in their individual capacity and not as representatives of a government institution, corporative body or other authority external to UNITAR.
2. Associated Fellows are academics, university professors, eminent UN retirees, senior professionals or internationally renowned technicians selected for their substantial intellectual contributions to UNITAR. They are appointed to provide substantive assistance, validation and support to the programmes. They provide major inputs for strategies, policies and actions, and participate extensively in the identification of new or emerging trends. Associated Fellows may not perform administrative functions that would be assigned to regular staff members.

### **B. Procedure**

3. Associated Fellows shall be appointed by the Executive Director.

### **C. Conditions of appointment**

4. The legal status, entitlements and obligations of Associated Fellows shall be specified in full in their letters of appointment. The appointment of Associated Fellows shall be subject to the following conditions:
  - a. Appointment shall be made for renewable periods of six months to one year. Renewal of such appointments shall be on the basis of the continuing relevance of their assignments to the programme activities of UNITAR as approved by the Board of Trustees and upon submission of a bi-annual report on the activities conducted within UNITAR’s mandate.
  - b. Terms of Reference shall be the basis for UNITAR to measure compliance and overall results. Terms of Reference must clearly highlight the following objectives and targets, as further detailed in individual work plans: measurable outputs of the work assignment, reporting structure, performance indicators for evaluation of results, skills and competencies expected of the individual, minimum qualifications and experience and duration of service.
  - c. Associated Fellows shall be appointed without remuneration.

- d. Associated Fellows are neither staff members nor “officials” for the purposes of the Agreement on Privileges and Immunities of the United Nations of 19 April 1946<sup>1</sup> (hereinafter: the Agreement) and of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (hereinafter: the Convention), respectively. They may, however, be given the status of “experts on mission” in the sense of Section 19 of Article VI of the Agreement or Section 22 of Article VI of the Convention. Such determination is made in each case by the Secretary-General who alone has the authority to assert immunity on behalf of the Organization. If they are required to travel on behalf of UNITAR, they may be given a UN certificate in accordance with Section 23 of Article VII of the Agreement / Section 26 Article VII of the Convention.
- e. Associated Fellows are fully responsible for arranging, at their own expense, such life, health and other forms of insurance, social security and pension covering the period of their services for the United Nations as they consider appropriate. Associated Fellows are not eligible to participate in the life or health insurance scheme available to United Nations staff members. The responsibility of the United Nations is limited, in this respect, to the conditions described in paragraph (f) below.
- f. UNITAR is not liable for taxes, duty, social security, medical insurance or other contributions payable by Associated Fellows during the course of their service with UNITAR, and they are fully responsible for complying with such requirements at their own expense.
- g. The services performed by Associated Fellows do not carry any authority either directly or by delegation, to legally bind UNITAR or otherwise enter into any agreements or financial obligations on behalf of UNITAR with other international organizations, governments, legal entities or individuals. No individual can be engaged in any activity in conflict with the obligations under their appointment or in public employment. In cases of activities outside of their appointment, including employment, the individuals must immediately notify UNITAR for final determination by the Institute as to the appropriateness of the activity. The Human Resources Section must inform Associated Fellows of this requirement during the initial orientation upon engagement.
- h. The United Nations 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 or assignments undertaken by Associated Fellows on behalf of the Institute. At the request of the United Nations, Associated Fellows shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.
- i. During their period of service with UNITAR, individuals engaged under this category are required to uphold the standard of conduct set forth in their contract and the Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission ([ST/SGB/2002/9](#)), a copy of which must be provided to

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<sup>1</sup> Agreement on Privileges and Immunities of the United Nations concluded between the Swiss Federal Council and the Secretary-General of the United Nations on 19 April 1946.

all Associated Fellows upon signature of their Letter of Appointment. Associated Fellows may not engage in any activity that is incompatible with the discharge of their duties with the Institute. They shall exercise the utmost discretion in all matters of official business of the Institute. They may neither communicate at any time to any person, government, entity or authority external to UNITAR any information known to them by reason of their association with UNITAR which has not been made public, except in the course of their duties or by authority of the UNITAR Executive Director or his designate, nor use the information for private advantage. These obligations do not lapse upon cessation of their service with UNITAR.

- j. Any dispute relating to the terms and conditions of appointment of Associated Fellows 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 30 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 decisions rendered in the arbitration shall constitute final adjudication of the dispute. The costs of arbitration shall be borne equally by the parties.