

**AGREEMENT
BETWEEN
THE STATE OF KUWAIT AND
THE UNITED NATIONS DEVELOPMENT PROGRAMME
ON THE PROVISION OF
JUNIOR PROFESSIONAL OFFICERS (JPOs)**

Having regard to the mutual desire of the Government of the State of Kuwait (hereinafter referred to as "the Government"), represented by the State Minister for Planning and Development, and the United Nations Development Programme (hereinafter referred to as "UNDP") for Junior Professional Officers (hereinafter referred to as "JPOs") to be engaged to perform the services for UNDP.

Whereas

1. UNDP is the main body for coordinating the United Nations development operations and works with Governments, civil society organisations and other partners, through offices in one hundred and seventy six countries and territories, to reduce poverty and enable sustainable human development.
2. UNDP administers special funds and programmes, including the United Nations Capital Development Fund (UNCDF) and the United Nations Volunteer Programme (UNV). UNDP also chairs the United Nations Development Group (UNDG) and administers the United Nations Development Operations Coordination Office (UNDOCO).
3. UNDP has established a Junior Professional Officers Programme (hereinafter referred to as "JPO Programme"), which enables Governments to fund JPO posts at UNDP or at its associated funds and programmes (as mentioned under item 2 above), so that young men and women from the countries whose Governments participate in the programme can acquire field experience in international development co-operation activities, such as those of UNDP, under the close supervision of senior UNDP officials, while also contributing to the implementation of the programmes and activities of UNDP through temporary service in UNDP's country offices. Exceptionally, UNDP may offer experience in international development activities at its headquarters locations.
4. Whereas UNDP administers the JPO Programmes of several UN entities, including its special funds, programmes and offices (UNCDF, UNV, UNDOCO), UN Women (United Nations Entity for Gender Equality and the Empowerment of Women), UNAIDS (Joint United Nations Programme on HIV/AIDS), UNFPA (United Nations Population Fund), UNIDO (United Nations Industrial Development Organization), UNITAR (United Nations Institute for Training and Research), UNOPS (United Nations Office for Project Services), UNRWA (United Nations Relief and Works Agency for the Palestine Refugees in the Near East), UNSSC (United Nations System Staff College), UNU (United Nations University), UPU (Universal Postal Union), and WHO (World Health Organization).

The provisions set out in this Agreement also apply to those UN entities that have delegated the administration of their JPO Programmes to UNDP. Separate arrangements between UNDP and those UN entities will detail their respective responsibilities and duties on the administration by UNDP of the Kuwaiti JPO Programme, within the overall framework of this Agreement.

Undertake to enter into the following Agreement:

General

5. Whenever UNDP determines a need for JPOs which might appropriately be met by candidates from the State of Kuwait, UNDP may request the Government to make available its JPOs for service with UNDP. The Government, within the framework of funds provided for such programmes, undertakes to make every effort to find suitable candidates in response to any such request, and to submit to UNDP the names, qualifications, and backgrounds of candidates, or otherwise advise UNDP of the results of its search, within a reasonable period of time.
6. Each candidate proposed by the Government shall be of the highest ethical and moral character, and be fit for appointment as an international civil servant. Each candidate shall also be fluent in English. He or she shall also be sufficiently proficient in the working language used by UNDP in the country where the JPO is initially assigned. UNDP shall give careful consideration to the candidates submitted by the Government, but may reject any such candidates, for such reasons as it may deem sufficient. UNDP shall inform the Government of these reasons upon request.
7. JPO candidates should normally be no more than 34 years of age on the date of their application. Candidates should normally have completed a university education at MSc or MA level or equivalent. UNDP's corporate policy on minimum academic and relevant work experience for recruiting staff applies.
8. UNDP shall meet all expenses associated with the recruitment, appointment and service of JPOs appointed from the candidates proposed by the Government, utilising for this purpose the funds provided by the Government as set out in paragraph 20 below. UNDP's obligations under this Agreement shall be contingent on receipt of necessary funding from the Government.
9. The Government does not commit to supporting any number of JPOs. However, the Government shall inform UNDP, on an annual basis, of the number of JPOs it shall support and UNDP shall provide the Government with an estimate of the costs involved in the recruitment, appointment and service of that number of JPOs for a period of one year, with possible extension. This estimate of costs shall be expressed in US Dollars.

Recruitment

10. UNDP will submit to the Government requests for financing of JPOs by the Government. Each request will incorporate a detailed job description for positions to be filled by JPOs specifying, inter alia, duties and qualifications required and providing background information on programme (see annex C).
11. The Government will decide on the positions to be financed, and will notify UNDP accordingly within a reasonable period of time. The Government will be responsible for the advertisement and pre-screening of JPOs, in joint collaboration with UNDP Kuwait. The Government will draw upon the assistance of UNDP as needed. The final selection, which includes interviews and assessment of candidates, will be undertaken jointly by UNDP Kuwait and UNDP Staff Administrative Services / JPO Service Centre. A representative from the Government may attend as an observer upon request.

Selection and appointment

12. In accordance with the UNDP JPO Recruitment and Selection Guidelines, JPO appointments will be reviewed by the UNDP Compliance Review Board (CRB), whose aim is to review initial appointments and promotion decisions of international Fixed-Term Appointment (FTA) staff. If endorsed by the CRB, the JPO will be appointed on a FTA and have the status of "internal - level 1" candidates in accordance with the United Nations Staff Rule 4.15.
13. UNDP shall appoint JPOs, up to the maximum number agreed to be funded by the Government. The final decision on all matters regarding the assignment of JPOs shall rest with UNDP after consultation with the Government. UNDP's offer of appointment as a JPO shall be subject to UNDP's usual conditions of an offer of appointment, including (but not limited to) medical clearance and approval of entry and work permits for the country in which the JPO's initial duty station is located.
14. Candidates selected for appointment by UNDP shall receive appointments as JPOs, and shall be issued Letters of Appointment constituting them as members of the staff of UNDP. As such, they shall have the status of international civil servants, and shall be subject to the relevant rules and regulations of the United Nations, as set forth in their Letter of Appointment. They shall be assigned to assist Resident Representatives or comparable officials of UNDP or members of their staff and to the UNDP Duty Station for which they were recruited.
15. Each JPO, as an international civil servant, shall be expected to maintain the highest standards of honour and integrity at all times. In the performance of his/her duties, a JPO shall only seek or accept instructions from UNDP. A JPO shall not seek or accept instructions from persons or entities external to UNDP.
16. The terms and conditions of employment of JPOs shall be those prescribed by the appropriate United Nations or UNDP authorities for the category of staff to which the JPOs belong, and shall be embodied expressly or by reference in the

Letter of Appointment to be issued to them. The standard Letter of Appointment in current use by UNDP for JPOs is annexed (see Annex A) for information. UNDP shall communicate to the Government in due course by modifications of or amendments to the standard Letter of Appointment, the conditions of employment of JPOs, and the rules and regulations applicable to them. Those conditions shall include adequate insurance coverage for service-incurred death, disability, injury, or illness, as well as participation in the United Nations Joint Staff Pension Fund or equivalent national or private pension scheme.

17. Each JPO shall normally be appointed at the P-2 level. Each JPO shall be appointed for an initial period of twelve (12) months, which will normally be extended for a second year subject to satisfactory performance and agreement of the Government.
18. UNDP shall have sole responsibility for negotiating all appropriate contracts of employment with individual JPOs. The Government shall not have or be deemed to have any liability in relation to any contracts of employment negotiated by or entered into by UNDP with the persons to be appointed JPOs.
19. Without prejudice to the generality of the above paragraph, no contractual or other relationship shall exist or shall be deemed to exist between the Government and any person employed by UNDP as a JPO unless specific arrangements in writing are entered into by the Government and such person. It is hereby agreed that none of the persons employed as JPOs by UNDP is, or shall be deemed to be, an employee or agent of the Government.

Financial matters

20. The Government shall provide UNDP with the necessary funds to enable it to meet the costs of the recruitment, appointment and service of JPOs under this Agreement. The estimated sum thereof shall initially be agreed to through a separate exchange of letters between the UNDP and the Government. The agreed estimated costs will be channelled through UNDP Kuwait. Payment for each candidate shall be made as soon as a candidate has been accepted by UNDP, its offer of appointment accepted by the candidate, a tentative entry-on-duty date established, and the Government notified by UNDP.

The estimated sum in accordance with the cost estimates sent by the UNDP JPO Service Centre shall be deposited by UNDP Kuwait into the United Nations Development Programme Contributions Account (hereinafter referred to as "Accounts");

- a. **In the currency of the United States of America (USD):**
UNDP - Junior Professional Officer Programme Account No. 323-846092 with JP Morgan Chase, 1166 Avenue of the Americas, 17th

floor, New York, New York, USA. 10036-2708, ABA Number: 021 000021

- b. **In the currency of the European Monetary Union (EURO):**
Bank of America, Address, 5 Canada Square, London E14 5AQ,
United Kingdom, Account name UNDP contributions Euro account,
IBAN: GB59 BOFA16 5050 6272 2022, SWIFT: BOFAGB22

Payment against the Account in currencies other than US dollars shall be made by UNDP at its operational rate of exchange in effect on the date that payment is due.

21. The deposits shall be made under advice to contributions@undp.org. Interest earned on funds for JPOs of the State of Kuwait shall accrue to UNDP.
22. UNDP shall meet all expenses connected with the assignment of JPOs, utilising for this purpose funds in the Account referred to in paragraph 20 above. In accordance with the relevant Staff Rules and Staff Regulations of the United Nations, such expenses shall include:
 - a. Salaries and allowances
 - b. Transportation to and from duty station, and related costs and allowances
 - c. Costs associated with travel and training activities related to the performance of official duties (see Annex B). Each JPO shall be allocated an annual amount of USD 6,000 to cover expenses for Duty Travel and Training Activities (DTTA)
 - d. Travel to and from the duty station for dependents and related costs and allowances
 - e. Entitlements in connection with the separation from UNDP service, including commutation of accrued annual leave, if any
 - f. UNDP share of contribution to the UN Joint Staff Pension Fund (UNJSPF), if applicable, and UNDP share of premium cost of participation, under the relevant regulations and rules, in the applicable Insurance Scheme
 - g. Transportation to and from the duty station and related costs and allowances covering the mid-assignment learning activities / training course
 - h. Costs associated with applying Minimum Operational Residential Security Standards (MORSS)
 - i. Any other costs (such as evacuations on medical or security grounds, etc) involved in accordance with the Staff Rules and Staff Regulations of the United Nations or as agreed upon mutually by the Government and UNDP
23. The Government shall also pay to UNDP, following the procedure established in the preceding and other paragraphs, 15% of the total cost of the assignment of each JPO to cover UNDP's administrative expenses, in accordance with a costing sheet to be provided to the Government by UNDP (see annex E).
24. The biennial statement of the financial position of the Accounts (as of 31 December of the preceding year) shall be published with the audited accounts of UNDP and submitted to the General Assembly of the United Nations and the Executive Board of UNDP in accordance with UNDP Financial Regulations and

Rules. Interim accounts shall be submitted to the Government by UNDP on an annual basis by 30 June.

Should the sums initially deposited by the Government in respect of any specific JPO whose assignment ends in a given year (1) be greater than, (2) or fall short of the total sums actually expended by the UNDP in respect of his/her total period of service, (1) UNDP shall transfer/credit excess funds to cover other JPO accounts in deficit or for future JPO funding, (2) or the Government shall make up the difference by an appropriate deposit into the Accounts specified in paragraph 20 above within thirty calendar days of having been so informed by UNDP.

UNDP shall administer the accounts for the funds in accordance with its Financial Regulations and Rules and other applicable rules, procedures and practices. The funds will be subject exclusively to the internal and external auditing procedures in accordance with the applicable regulations and rules of UNDP.

25. Any payments which UNDP may become obligated to make to JPOs in accordance with the Appendix D to the Staff Rules and Staff Regulations of the United Nations shall be met by the Government by means of deposit into the Accounts. The Government shall also meet the costs associated with payments by UNDP related to service-incurred illnesses of the JPOs, which, as the case may be, shall have to be treated after completion of the JPO assignment.

Other matters

26. From time to time, as may be mutually agreed, the responsible officials of UNDP and the Government shall jointly review the results of their co-operative efforts regarding the services of the JPOs and consult on possible improvements in the existing arrangements. The foregoing procedures will also apply in cases where the initial period of service of a JPO is extended.
27. The terms and conditions of this Agreement may be modified by exchange of letters upon mutual agreement between UNDP and the Government. The Government shall be competent in matters relating to the implementation of this Agreement, including supplementary agreements and arrangements.
28. Any dispute between UNDP and the Government relating to the Agreement shall be settled by negotiation or other agreed mode of settlement.

The State Minister for Planning and Development shall be competent to represent the Government.

29. This Agreement shall enter into force on the date of signature by the undersigned. It shall remain in force until three months after written notice of termination is received by either party from the other. The termination of this Agreement shall be without prejudice to the rights of the JPOs under their Letters of Appointment. The provisions of this Agreement shall survive its

termination to the extent necessary for the orderly withdrawal and repatriation of the JPOs and the settlement of financial accounts between UNDP and the Government.

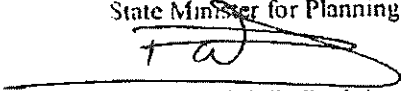
IN WITNESS WHEREOF the respective representatives of UNDP and the Government have signed this Agreement in New York and Kuwait City, in four original copies: two in English and two in Arabic. It is agreed by both parties that the English version shall have precedence.

Date:

24/10/2012

For the Government of the
State of Kuwait

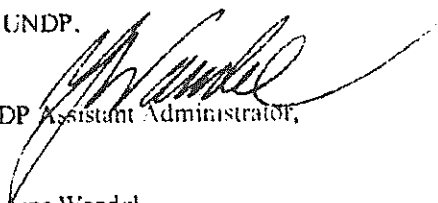
State Minister for Planning and Development


Dr. Rola Abdulla Dashti

Date:

22 Oct, 2012

For UNDP,


UNDP Assistant Administrator,

Mr. Jens Wandel



ANNEX A

JPO Letter of Appointment

To

You are hereby offered a FIXED TERM APPOINTMENT with the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), in accordance with the terms and conditions specified below and subject to the provisions of the relevant United Nations Staff Regulations and Staff Rules and UNDP policies, and to changes which may be duly made in such Regulations and Rules and UNDP policies from time to time. This appointment is offered on the basis, inter alia, of your certification of the accuracy of the information provided by you on the personal history form.

1. Assignment

Function:	Programme Analyst, within the framework of the JPO Programme
Division/Office:
Category:	Professional
Level:	P X / X
Official Duty Station:	City and Country

Assessable Salary:

USD (*amount*) gross per annum which after United Nations staff assessment gives an approximate net salary of USD (*amount*) per annum, which may rise, where applicable and subject to satisfactory service, in accordance with the schedule of increments for this category and level set out in the Staff Regulations and Staff Rules.
Effective date of appointment: (*date, month, year*).

2 - Allowances

The salary shown above does not include any allowances to which you may be entitled.

3 - Tenure of appointment

This appointment is for a period of (*duration*) from the effective date of your appointment. It expires without prior notice on (*date, month, year*).

A fixed term appointment may be terminated by the Organization prior to its expiration date, in accordance with the relevant provisions of the UN Staff Regulations and Staff Rules, upon thirty (30) days written notice.

Should your appointment be thus terminated, the Organization will pay such indemnity as may be provided for under the UN Staff Regulations and the Staff Rules. There is no entitlement to either a period of notice or an indemnity payment in the event of dismissal for serious misconduct.

A Fixed Term Appointment, irrespective of the length of service, does not carry any expectancy, legal or otherwise, of renewal or conversion to any other type of appointment with UNDP. The expiration of the appointment does not warrant the payment of any termination indemnity.

4 - Information note

Your particular attention is drawn to the Staff Regulation 3.3 relating to the Staff Assessment Plan and to the Regulations and Rules relating to the United Nations Joint Staff Pension Fund.

5 - Special Conditions

In accordance with agreement between UNDP and the sponsoring Government:

- Economy class travel will apply for appointment, reassignment, duty travel, training missions and separation, irrespective of the duration of the travel; and
- The following will be excluded from the terms of your appointment, which is limited to service with UNDP in the capacity of JPO:
 - Staff Rule 6.1, Participation in the United Nations Joint Staff Pension Fund, unless expressly agreed to as per agreement between UNDP and the sponsoring Government.
 - Staff Rule 7.15 However, upon appointment and repatriation travel, you are entitled to unaccompanied shipment of household goods and personal effects up to a maximum of 600 kilos net by *[surface/air]* in respect of yourself, 250 kilos for your primary dependent, and 150 kilos for each accompanying dependent child *[if by surface...]* In lieu of such unaccompanied shipment entitlement you may opt for Relocation Grant in the amount of US \$ 6,000 (single rate) or US \$ 9,000 (dependency rate).

<i>Certified by</i>	<i>Approved by</i>
<i>[name]</i>	<i>[name]</i>
HR Associate	HR Associate
JPO Service Centre	JPO Service Centre
On behalf of the Administrator, UNDP	On behalf of the Administrator, UNDP

To: Director, Division of Human Resources, United Nations Development Programme

I hereby accept the appointment described in this letter, subject to the conditions therein specified and to those laid down in the Staff Regulations and Staff Rules and UNDP policies. I have been made acquainted with these Regulations and Rules and UNDP policies.

Furthermore, I solemnly declare and promise to exercise loyalty, discretion and conscience in the functions entrusted to me as an international civil servant of the United Nations, to discharge these functions and regulate my conduct with the interests of the United Nations only in view and not to seek or accept instructions in regard to the performance of my duties from any government or other source external to the Organization. I also solemnly declare and promise to respect the obligations incumbent upon me as set out in the Staff Regulations and Rules and UNDP policies.

Date

Signature of Appointee

Dear _____.

I have the pleasure of enclosing your letter of appointment with the United Nations Development Programme effective _____.

Please sign the copy and return it to me immediately following receipt of this letter. The original should be retained by you for your personal records.

Sincerely,

Name

Human Resources Associate
JPO Service Centre

ANNEX B

GENERAL GUIDELINES FOR COUNTRY OFFICES

DUTY-RELATED TRAVEL/TRAINING ALLOWANCE (DTTA)

Junior Professional Officers

- The DTTA is an allocation made by JPO-sponsoring countries on an annual basis and is available only during the donor-funded period of the JPO assignment. The amount of the allocation per annum is donor-specific. Where the JPO contract period is less than a year, the DTTA is pro-rated accordingly.
- The objective of the DTTA is to strengthen and further develop the JPO's knowledge and skills relevant to the JPO assignment, and thus to enhance his/her performance during the assignment. The DTTA is to be utilized throughout the assignment, and no later than 2 months before the end of the contract (COB).
- Utilization of the DTTA funds must be requested in consultation with the JPO's direct supervisor. A member of the respective senior management team, who has the experience and background to enable him/her to make the appropriate decision, bearing in mind the benefit of the office and the JPO, makes final determination.
- Written authorization for charging relevant DTTA costs up to the amount allocated by the donor to the JPO's account is provided by the JPO Service Centre to the country office upon arrival of the JPO. Such authorization is valid for the entire duration of the donor-funded JPO assignment. Unspent funds can be carried over to the following JPO contract year.
- Only those accounting entries, which had been specifically authorized by the JPO Service Centre, would be accepted as valid charges.
- Management of the DTTA account is decentralized to the country offices, including the monitoring of the amount available. It is incumbent, however, on the senior management of the country office to ensure that only those training/ learning activities, which are relevant to the JPO assignment, are authorized and that the following control mechanisms and guidelines are strictly adhered to:
 - "Running balance" spread sheets, showing all the transactions charged to DTTA (broken down by name) should be attached to all Approval requests.
 - The DTTA can also be used for language and computer training.
 - The DTTA is intended for use in the country of assignment, but at the discretion of senior management, training/ learning activities abroad as well as participation to regional JPO workshops may be authorized.

- The DTTA should not normally be used to offset travel costs relating to training courses in the home country or (if different) the country that sponsors the assignment.
- The ratio between training-related travel costs and training/ learning per se should be reasonable. It is expected that travel and accommodation costs will not represent the major portion of the training/ learning activity.

ANNEX C

Sample Terms of Reference for UNDP Junior Professional Officers (JPOs)

Please use this format to request a JPO for your office. The Job Description should be specific and comprehensive and UN/UNDP abbreviations should be spelled out in full.

General Information

JPO functional title: enter text
Main sector of assignment: choose option
Detailed sector of assignment: enter text
Agency: choose option
Country and Duty Station: enter text
Duration of assignment: One-year fixed-term appointment, renewable at least once subject to satisfactory performance, recommendation by respective office and donor agreement

Supervision

Name of Supervisor: enter text
Title of Supervisor: enter text

Content and methodology of supervision:

As part of the UNDP JPO programme overall framework, the JPO will benefit from the following supervision modalities:

- Structured guidance provided by the supervisor, especially in the beginning of the assignment, with the purpose of gradually increasing the responsibilities of the JPO
- Establishment of a work plan, with clear key results
- Effective supervision through knowledge sharing and performance/development feedback throughout the assignment
- Easy access to the supervisor
- Participation in Unit/Team/Office meetings to ensure integration and operational effectiveness
- Guidance and advice in relation to learning and training opportunities within the field of expertise
- Completion of the yearly UNDP Results and Competency Assessment (RCA)
- If more than one supervisor; clear agreement of the roles and responsibilities between the relevant parties

In addition, the following specific supervision arrangements will apply:

enter text

Duties, Responsibilities and Output expectations

(Present the main tasks specific to this assignment and output expectations during the first and second year of assignment. Include percentages for each duty.)

enter text

Qualifications and Experience

Required Education and Work Experience:

- Master's Degree or equivalent Advanced Degree in a related field of expertise
- A minimum of two years of relevant work experience
- Working knowledge of English
- Other working knowledge language requirements, if applicable: enter text

Other desirable education and work experience:

enter text

Core competences:

- Ethics & Values
- Working in Teams
- Communicating Information & Ideas
- Self-management & Emotional intelligence
- Decision making

Functional competences:

- enter text
- enter text
- enter text
- enter text

Training and Learning

As part of the UNDP JPO programme overall framework, the JPO will benefit from the following training and learning opportunities:

- Participation in a two-week long Programme Policy and Operations Induction Course in New York within the first 3 to 6 months of assignment
- Use of yearly JPO duty-related travel and training allocation (DTTA), as per the [online DTTA guide](#)
- Other training and learning opportunities, as presented in the [UNDP JPO Orientation Programme](#)

In addition, the JPO will benefit from the following specific training and learning modalities/opportunities in the receiving office:

enter text

Background Information

Information on the receiving office:

(Provide basic information on the office: number of international/national staff in the whole office and in the unit where the JPO will be working, etc. Give a short background of the programme/projects the JPO will be working on: history, recent and upcoming developments)
enter text

Attach an up-to-date organization chart of the office and indicate where the JPO would be assigned.

Family / Non-family Duty Station:

choose option

Living conditions at the Duty Station:

enter text

Approved by:

Name of the Head of Office: enter text

Title of the Head of Office: enter text

Date: enter text



ANNEX D

JPO ANNUAL EVALUATION REPORT

Name:
Sponsoring Government:
Agency/Fund:
Duty Station/Office:
Sector of Assignment:
Functional Title:
Entry on Duty:
JPO Evaluation Period (from D/M/Y to D/M/Y):

1. Indicate main tasks performed during the evaluation period under review:
2. Indicate main results/outputs achieved:
3. List all learning activities (including on-the-job training) undertaken:
4. List three key "learning" during the period under review:
5. List all major tasks and outputs planned for the following year:
6. List all training/learning activities planned for the next 6 to 12 months:
7. Any other comments:
8. Supervisor's overall performance assessment: Exceeds expectations (1); Meets expectations (2); Does not meet expectations (3)
9. Supervisor's comments:
10. Recommended for extension of contract: yes no

Supervisor (Name/Title) Date:

Junior Professional Officer (Name/Title) Date:

ANNEX E
SAMPLE JPO COST ESTIMATES