**UNDP**

**International Personnel Services Agreement Policy**

**(IPSA)**

Effective: 15 February 2021

Office of Human Resources

Bureau of Management Services

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**1. Introduction and Background**

1. Overview

The International Personnel Services Agreement (“IPSA”) is a legal instrument established by the United Nations Development Programme in order to engage the services of individuals to provide a time-limited service to UNDP under a services-based contract.

This new modality has two key objectives: On the one hand it aims to provide UNDP with a comprehensive, flexible and cost-effective contractual framework which responds to project- and programme-based, as well as operational and administrative, requirements. On the other, the IPSA will at the same time provide for attractive, stable and fair conditions of employment which ensure that UNDP is able to attract, select and retain the services of high-quality individuals.

Individuals engaged under this instrument have the status of International Personnel Service Agreement Holders, and are specifically engaged in recognition of their skills and expertise, to provide identified deliverables. These individuals are not UNDP staff members, but are considered affiliate personnel and, as such are not governed by or subject to the United Nations’ Staff Regulations and Rules.  Nor is this contract modality governed by national legislation in countries where UNDP operates. Given that the services covered by the IPSA may only be provided by natural and not legal persons (e.g., duly formed/registered companies), and by non-incorporated partnerships, the IPSA falls within the overall scope of UNDP Human Resource management framework.

The IPSA may also be used by UNDP to contract individuals on behalf of entities to which it may provide such services (“partners”), whereby the personnel so contracted are supervised by such partners. Such contracts are then administered by UNDP. This facility is provided for in the related policy on Partner Personnel Service Agreement (“PPSA”).

The IPSA is governed solely by its expressed terms and conditions, including the Terms of Reference (“TOR”).

1. Applicability:

The following policy shall apply to International Personnel Services Agreements concluded by UNDP to perform services for UNDP.

An IPSA Holder is normally a person engaged to perform specialist functions in a country other than their home country or place of permanent residence. However,   IPSA Holders may undertake  an assignment in their home country provided  they have multi-country responsibilities as per the terms of reference and is expected to travel on official business outside the home country for more than  one-third  of  the  service  period.

1. Transitional measures:

From the date of entry into force of this policy on 15th February 2021, all new international, non-staff hires against tasks which are not lump-sum based will be on IPSA, and the remuneration calculation will follow the formula introduced by this policy.

Also, from 15th February 2021, the use of the IC agreement will be limited to lump sum-based activities only. All other activities for which the services of an individual contractor are not based on a lump sum against specific deliverables will be undertaken on the basis of an IPSA. It is therefore envisaged that a number of ICs who fall under this category will be transitioned to IPSA upon expiry of their existing contracts or before 1st January 2022, whichever is earlier. For example, should an IC with activities that are not lump-sum-based have an expiration date of 31 March 2021, an extension to that should be through a conversion to an IPSA as of 1 April 2021. Current IC agreements which are not lump-sum based may be extended on ICs any time before 15th of February for periods that may not exceed 31 December 2021.

During the transition period throughout 2021, the conversion of ICs to IPSAs shall not require a new selection process if under the same TORs and are classified and paid at similar levels. When transitioned, the new remuneration formula of the IPSA shall apply, and the newly introduced benefits for the IPSA, where applicable, will apply as of their respective IPSA effective starting date.

The effective date of entry into force of this Policy is 15th February 2021.

**2. Use of IPSA**

There are functions that have an international element to them, where specific technical expertise is not available at that required level locally, where local challenges and conflicts may require a neutral approach, or where the independent role of UNDP is required. In such instances, an International PSA position should be established as opposed to a national PSA position.

A. When should the IPSA be used:

The IPSA is to be used when engaging individuals in any of the following circumstances:

(a) When undertaking the performance of specific task(s) or delivery of work for the implementation of  project(s) or other activities of a business unit which is funded by a project (or projects) or a non-continuous source of funding, and required for a defined period of time (for example, for the duration of the active project(s) carried out by UNDP or its funding);

(b) When undertaking the performance of specific task(s) that is/are needed because of the variable business volume due to the nature of UNDP’s business model;

(c) When the services require specialized technical, peculiar or unique skills, that are not part of UNDP’s staff capability or may not be needed long-term by UNDP;

B. The IPSA may not be used in the following cases:

(a) When the functions are of both, inherent and continuous in nature (as defined in annex 3)

(b) To re-instate a staff member whose previous post/function of identical nature has been abolished.

(c) As a means of applying a probationary period to candidates prior to offering them a staff appointment.

(d) Where the services required based on specific deliverables and payments are lump sum-based. In such cases, the Individual Contract (IC) modality of UNDP should be used, governed by its own set of procurement guidelines. Automatic conversions from IC to IPSA are not possible given that the two modalities follow two very different purposes and assessments, except during the transition period indicated above.

**3. Legal Status of the IPSA Holder**

A holder of an IPSA is known as an IPSA Holder and is engaged pursuant to the express terms and conditions of the IPSA. IPSA Holders are not recruited under United Nations Staff Regulations and Rules and UNDP business units must ensure that the treatment of IPSAs is consistent with the IPSA Policy, their IPSA and their status.

IPSA Holders have the legal status of a contractor vis-à-vis UNDP, and are not staff members of UNDP or any other entity of the United Nations (“UN”) under the Staff Regulations and Rules of the UN, or “officials” of UNDP or any other entity of the UN for the purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the UN on 13 February 1946 (“General Convention”).

IPSA Holders may have the status of “expert on mission for the United Nations” under Section 22, Article VI of the General Convention. Whether or not an IPSA Holder can be recognized as an expert within the framework of the General Convention is an issue that, if the need arises, will be conclusively determined by the Secretary-General of the United Nations or his/her delegate, the UN Legal Counsel, through the Legal Office of UNDP.

IPSA Holders have no authority  or  any  other  right  to  incur  any  legal  or  financial obligations on behalf of UNDP. The IPSA Holder may not expressly or implicitly represent to any person  authority that the IPSA Holder does not have.

**4. General Rights and Obligations of the IPSA Holders**

Rights and obligations under the IPSA are strictly limited to its express terms and conditions.

A. General rights and obligations:

The terms and conditions of the IPSA differ from the terms and conditions applicable to UNDP staff members appointed under the UN Staff Regulations and Rules. IPSA Holders are excluded from participation in the United Nations Joint Staff Pension Fund and After-Service Health Insurance. Further, IPSA Holders shall not be entitled to any additional benefit, payment, subsidy, compensation or entitlement, except those expressly stated in the IPSA.

IPSA Holders may neither seek nor accept any instructions in connection with UNDP from any authority external to UNDP. Should any authority external to UNDP seek to impose any instructions on IPSA Holders in connection with UNDP, they must promptly notify UNDP and provide all reasonable assistance required by UNDP to address this matter. An IPSA Holder must not take any action that may adversely affect the interests of UNDP and must perform their obligations under the IPSA with the fullest regard to the interests of UNDP. During the period of service with UNDP, an IPSA Holder must refrain from any conduct that would reflect adversely on UNDP or the rest of the UN system (or  both),  and  must  not  engage  in  any  activity  that  is  incompatible  with  their performance of services for UNDP under the IPSA.

During the term of the IPSA and even after the expiration or termination of an IPSA, IPSA Holders must assist UNDP in any disputes with third parties, and cooperate with audits conducted by the Office of Audit and Investigations or the Board of Auditors and/or investigations relating to matters on which the IPSA Holders worked or have knowledge. Such assistance may include providing UNDP or its lawyers (or both) with information regarding an IPSA Holder’s service under the IPSA, and serving as a witness in arbitration, conciliation, mediation and/or similar proceedings. Whether or not UNDP exercises such an option, an IPSA Holder may not voluntarily or at the request of a third party, without being compelled to do so by relevant authorities, provide any assistance (other than serving, subject to the provisions of the IPSA regarding confidentiality, as an unremunerated fact witness) to the other party or parties to the dispute without the prior written consent of, or in the case of a request of relevant authorities, without notifying, UNDP.

B. Professional Liability:

IPSA Holders are solely liable for claims by third parties arising from their own negligence and/or intentional acts or omissions committed during the course of the IPSA and must ensure that under no circumstances will UNDP be held liable for such claims.

All IPSA Holders must obtain professional liability insurance. Proof of purchase and maintenance of the policy must be provided to UNDP upon request.

IPSA Holders must indemnify UNDP and its officials, agents, employees and contractors from and against all suits, proceedings, claims, demands, losses and liabilities of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney fees, settlement payments and damages, based on, arising from, or relating to:

* Allegations or claims that the use by UNDP of any device, any material or any other goods or services provided by the IPSA Holder, in whole or in part, separately or in combination, constitutes  an infringement  of  any  patent,  copyright,  trademark  or  other intellectual property right of any third party; and

* Allegations or claims that the IPSA Holder during the term of the IPSA caused injury, loss or damage, whether physical, psychological and/or financial, to anyone who is not a party to the IPSA, including, without limitation, allegations and claims in the nature of a claim for workers’ compensation.

C. Compliance and working arrangements:

IPSA Holders must  comply  with  all  legislation,  ordinances,  rules,  regulations, instruments, and other applicable laws in all relevant jurisdictions (e.g. country of origin, country of  residence, country(ies) where services are performed), including but not limited to those relating to taxation, licences, work permits and visas. Under no circumstances will UNDP be responsible for paying or reimbursing such taxes.  IPSA Holders must provide periodic proof of payment of taxes when requested to provide such proof by UNDP.

IPSA Holders must arrange for their own necessary visa(s) and/or work permit(s), and  UNDP will provide all possible support for the applicant’s visa request. All costs related to visas and work permits, if any, are to be fully borne by the IPSA Holder. UNDP will not reimburse IPSA Holders for visa and/or work permit fees unless the IPSA Holder  is  (subsequent  to  arrival  in  the  duty  station  to  commence  assignment) requested  to undertake travel to other locations for UNDP, in which case any visa and/or work permit fees necessary for said other  locations  may  be  claimed through  submission  of  a  travel/expense claim  and  supporting documents.

IPSA Holders may serve on corporate committees (such as interview panels, contracts and property committee, vendor review committee, etc.), however, IPSA Holders may not serve as chair, alternate chair or be the majority voting members on corporate committees.

**5. Standards of Conduct**

IPSA Holders must comply with the standards of conduct set forth in the UN Secretary General’s  Bulletin  of  9  October  2003  entitled  “Special  Measures  for  Protection  from  Sexual Exploitation and Sexual Abuse” (ST/SGB/2003/13) and the UN Secretary-General’s Bulletin of 18 June 2002 entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission” (ST/SGB/2002/9) as they may be amended from time to time. Furthermore, IPSA Holders must comply with all applicable UNDP administrative issuances.

In the performance of services under the IPSA, IPSA Holders must comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. IPSA Holders must comply with all security directives issued by UNDP.

Although  IPSA Holders do not have the status of a United  Nations official/staff member, while working on UNDP-related activities, they must comply with the standards of conduct required of a UN civil servant except to the extent such standards are, in the opinion of UNDP, inherently inconsistent with their status as an IPSA Holder.

Any breach of the IPSA will be grounds for immediate termination for cause, at the sole discretion of UNDP. If the IPSA Holder is found by UNDP to have engaged in fraudulent or similar conduct, UNDP may refer the matter to the relevant national authorities.

IPSA Holders must cooperate fully and in good faith with any investigation conducted in accordance with  UNDP’s Legal  Framework  for  Addressing Non-compliance with United Nations Standards of Conduct” as well as any audit conducted by, or on behalf of, the Office of Audit and Investigations of UNDP or the UN Board of Auditors.

IPSA Holder are bound by the terms of their IPSA to respect the impartiality and independence of the United Nations and UNDP and to exercise the utmost discretion in all matters relating to the performance of their assignment.  During the period of service with UNDP, IPSA Holders may not engage in any activity that is incompatible with the discharge of their duties with the organization.  They should exercise utmost discretion in all matters of official activities of the organization.

Unless specifically set out in their IPSA and/or authorized in writing by the UNDP Administrator or his/her designate, IPSA Holders should not communicate at any time to the media, or to any institution, person, government, or other external entity/authority any information that has not been made public and which has become known to them by reason of their association with UNDP, nor should they use such information for private advantage. These obligations will survive the expiration or termination of the IPSA.

An IPSA Holder will not engage in any outside professional activity without the prior approval of UNDP, whether or not it is remunerated.

**6. Title Rights**

UNDP will be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the IPSA Holder has developed for UNDP under the IPSA and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the IPSA. The IPSA Holder must acknowledge and agree that such products, documents and other materials constitute works made for hire for UNDP in the IPSA. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the IPSA Holder: (a) that  pre-existed  the  performance  by  the  IPSA Holder  of  his/her  obligations  under  the IPSA, or (b) that the IPSA Holder may develop or acquire, or may have developed or acquired, independently of the performance of their obligations under the IPSA, UNDP does not and will not claim any ownership interest thereto, and the IPSA Holder must grant to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the IPSA. At the request of UNDP, the IPSA Holder must take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the IPSA. Subject to the foregoing provisions, all maps, drawings, photographs, plans, reports, estimates, recommendations, documents and all data compiled by or received by the IPSA Holder under the IPSA will be the property of UNDP, must be made available for use or inspection by UNDP, must be treated as confidential and must be delivered only to UNDP authorized officials on completion of work under the IPSA.

**7. Nature of relationship between UNDP and the IPSA Holder**

An IPSA Holder is not and may not represent himself or herself as being an agent of UNDP. The IPSA Holder shall be  solely  responsible for  all  claims arising  out  of  or  relating  to  its actions or omissions.

Any disputes between the IPSA Holder and UNDP will be subject to the dispute resolution mechanism in the IPSA.

**8. Duration of an IPSA**

An IPSA may be issued for up to 12 months at a time, and may be renewed for up to 4 years, however, not to exceed the maximum duration of the project. The maximum period for the use of an IPSA is normally for the duration of the project and/or its expected funding period. Should an IPSA be required beyond the four years under similar terms of reference and within the same project, a review of the function must be conducted and documented to reconfirm that the conditions of use of IPSA have not changed which would then reset the period for another four years. This cycle may be repeated as many times as may be needed, provided the functions performed continue to be under the conditions of when a PSA may be used.

Due to its nature and purpose, the duration of the agreement has implications on the benefits and entitlements package of each agreement category. While regular IPSAs are expected to be of at least 6 months in duration and provide for the set of benefits and entitlements, other agreement categories under the IPSA such as the  retainer agreement will not have these benefits.

Subject to the provisions of this policy, an IPSA  may  be  extended  on an annual basis if  the  IPSA Holder has performed  satisfactorily  and  continues working with the identical TOR.

The IPSA carries no expectation of any future or other engagement with UNDP.

**9. Functions: Specialist Functions**

An IPSA Holder is an individual engaged by UNDP for a defined period of time, in the framework of the awarded IPSA, to provide Specialist services  such  as  expert  advisory  services,  technical  skills  and/or  knowledge services.  Specialist services are typically performed by a recognized specialist or authority in a specific field and the services performed are mainly of an intellectual and varied character. Performance of specialist services involves the regular and consistent exercise of discretion and judgment and the output produced or the result accomplished cannot be standardized in relation to a given period of time.

An IPSA Holder may supervise the technical functions of, and/or provide inputs to the performance evaluation of a staff member if the staff member’s terms of reference are of technical nature, as may be determined by the Head of the Business Unit, or his/her delegate.

**10. Types of IPSAs: Regular and Retainer Agreements; Office- and Home-based**

The IPSA agreement may not take the form of a lump sum agreement. In this case, an Individual Contract should be awarded within the framework of the applicable procurement process.

The below is a summary of the types of IPSA engagements depending on the needs of the business unit:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type**  | **Use**  | **Period**  | **Location**  |
| (i) “Regular” | Regular durations  | Longer-term  | Office- or Home-based  |
| (ii) “Retainer”  | Used as needed, based on daily rate  | Short-term  |

(i) IPSA agreements other than retainer or short-term agreements are referred to as “Regular” agreements. Regular IPSAs are to be used when services are required on a more continuous basis throughout the project periods. Payments are made at the end of each calendar month.

(ii) IPSA agreements may be issued as a retainer which is considered a short-term agreement. A retainer agreement is issued for a period of time during which the services of the IPSA Holder are required intermittently. The IPSA agreement on a retainer basis will specify a “unit price” (e.g. amount per hour, amount per translated page, etc.). For budgetary purposes, a monetary cap will be determined when the agreement is issued.  Retainers may also be used for immediate assignments, for example, in response to project proposals within very specific timeframes, and is issued based on an extended time span rather than intermittently.

Additionally, any of the IPSA modalities may be used to engage someone on a home-based IPSA when they are not expected to work in any UNDP office or work location, or work is expected to be done on an intermittent basis only (i.e. the IPSA Holder will mainly work away from a UNDP work location). The home-based status may also be applied to regular IPSAs with a daily or monthly remuneration and to IPSAs issued as retainer agreements, depending on the exigencies of the hiring business unit.

**11.  Engagement of Former and Retired UN Staff Members, and other Non-Staff Personnel**

In the selection and engagement of IPSA Holders, it is important to note that the engagement of candidates that currently work or have previously worked as UN staff members, or are retired UN staff members, is subject to special rules.

Staff members may not be separated for the sole purpose of immediately re-engaging them on an IPSA. Should the staff member wish to convert to an IPSA, and submits a motivated request in writing, UNDP may consider any such requests provided that it is compatible with the relevant terms of reference as well as the position structure and requirements. The Head of the Business Unit may make the determination on the functions, however, any such conversion must only be made in full consultation with the Legal Office. In such cases, a one-month break in service must occur between separation from the existing staff contract (Permanent Contract /Fixed-Term Appointment/Temporary Appointment) and the commencement of the IPSA.

A United Nations staff member who has separated may only enter into an IPSA with an effective starting date at least one (1) month after the effective separation date.

Former interns or gratis personnel, as well as UN Volunteers will not be subject to a mandatory break in service following the conclusion of their internship agreement or gratis personnel assignment, and the commencement of their IPSA. However, the internship agreement, or gratis personnel agreement/assignment, or UN Volunteer Agreement may not be foreshortened by either the individual or UNDP in order to accommodate the earlier commencement of an IPSA.

Determining remuneration of Former or Retired Staff Members:

When a former staff member is engaged on an IPSA, the remuneration must not be based on the level of remuneration before separation but rather on the nature and complexity of the assignment to be performed under the IPSA.

**Engagement of former Staff Members in receipt of a UN Pension**

1. Former staff members in receipt of a UN pension benefit, may be engaged under IPSA only if:
	1. The engagement represents both a cost-effective and a compliant solution to meet the service needs of the hiring business unit;
	2. A competitive process was carried out and is properly documented;
	3. The 30-day break in service requirement is met;
	4. The former staff member in receipt of a UN pension benefit was not separated on grounds of disciplinary action or unsatisfactory performance; and
	5. The individual is medically certified as fit
2. The Head of the hiring business unit (as the term is defined below) must ensure that the remuneration of a UNDP (or UN and its funds and programmes) retiree does not exceed the limits set for those receiving a UNJSPF pension benefit.
3. Engagements of former staff in receipt of a UNJSPF pension benefit must not exceed the total duration of 6 months within one calendar year and are non-renewable.

**12. Engaging Close Relatives of UNDP Personnel**

1. The spouse of a UNDP Staff Member or an individual engaged by UNDP on any type of contract, may be engaged under an IPSA, provided they are not in a direct reporting line with  each other.
2. Contracting close relatives of UNDP staff members or an individual engaged on any type of contract (father, mother, brother, son, daughter, brother or sister) must follow the conditions stipulated in the Policy on Family Relationships.
3. Notwithstanding the foregoing, the Head of the hiring business unit must at all times ensure adherence to the requirements in the Staff Regulations and Rules relating to conflict of interest (refer to Staff Regulations and Rules 1.2 g m).

**13.  Authority for the Issuance of IPSA**

The authority to create any IPSA position classified as up to and including the IPSA 11 category, as well as the decision to award such an agreement to the selected individual, is delegated to the Resident Representative in Country Offices, and to the Bureau Director or his/her Deputy for non-country office duty stations (HQ, liaison offices, RSCs, policy centers, etc), as well as UNV/UNCDF Executive Coordinator, and UNOSSC Director, or his/her deputy.

The authority to create positions and issue any IPSA classified IPSA 12 or above is delegated to the Bureau Director or his/her Deputy, as well as UNV/UNCDF Executive Coordinator, and UNOSSC Director, or his/her Deputy through the Regional HR Business Partners, for the business unit seeking such a position.

**14.  Responsibility and Accountability**

IPSA holders like all other UNDP personnel are accountable  to  the  Administrator  for  the  regularity  of  actions undertaken by them in the course of official duties. IPSA Holders involved in any action that is contrary to the Financial Regulations and Rules, or to organizational policies, or other prescriptive guidance (i.e., the POPP) may be held personally responsible and financially liable for the consequences arising therefrom.

Responsibility for the correct and effective application and proper management of the IPSA policy and procedures, as well as the creation, issuance and management of individual IPSAs, is distributed to various roles in the organization, subject to oversight by BMS/OHR.  Responsibilities and roles are described in section 34 in this policy.

UNDP, as the steward and utilization of public funds in its operations and administration, must use due care to ensure funds are utilized only for their intended purpose. Individuals holding a Delegation of Authority must be particularly careful to ensure actions undertaken by themselves or persons under their supervision  are  in  compliance  with  the  Financial Regulations and Rules,  Programme and Operations Policies and Procedures (POPP), organizational  directives, policies and prescriptive guidance applicable to UNDP.

Persons with delegated authority will be held accountable for the regularity of their actions relating to management of IPSAs in their respective business unit.

**15. Classification & Established Scales:**

The IPSA (Regular and Short-term) consists of a number of levels at which IPSA holders are recruited. The levels are established with broad reference to the International Professional grades set out in the UN Staff Rules and correspond to them in terms of methodology of classification. All IPSA Terms of Reference use UNDP’s competency framework, and jobs are classified standard tools used within the UN system, by the hiring Business Unit. The head of the hiring Business Unit has the authority to approve classifications and can delegate classification authority to the deputy head of office, if applicable. Classification is documented by the HR focal point in the Business Unit.

The following levels and classifications scale are established:

IPSA8 (equivalent to P1)

IPSA9 (equivalent to P2)

IPSA10 (equivalent to P3)

IPSA11(equivalent to P4)

IPSA12 (equivalent to P5)

IPSA13 (equivalent to D1)

IPSA14 (equivalent to D2) \*

\* Specific senior technical roles, not of representative or authoritative nature

**16. Selection of IPSAs:**

1. UNDP Offices must comply with UNDP principles for transparency at all times regardless of contract modality.
2. The different modalities for the selection of IPSAs are outlined in annex 4 to this policy.

**17. Medical Clearance**

1. Individuals are responsible to ensure that their medical state is suitable and adequate to perform the functions they have applied for, or have agreed to perform.
2. A medical certificate from a physician certifying the mental and physical health of the individual is suitable for the performance of the duties and responsibilities, as well as the working environment in terms of location, are required, and should be submitted by the individual prior to any contractual engagement. The cost of the medical examination should be charged to the same source of funding as the IPSA itself, and the medical certification should be placed in the relevant file of the IPSA Holder.
3. IPSA Holders may be required, at any time, to undergo a medical examination when requested to do so to protect their health and safety, to follow-up on chronic health conditions, or to assess how a change in health circumstances since a prior certification might affect an IPSA Holder’s capability to fulfill the functions for which they were contracted.

**18. Part-time work**

1. The hiring business unit may deem thatthe functions and activities appropriate for the IPSA modality may be performed on a part-time basis. The basic principle for establishing the pay for part-time remuneration is that of pro-rating the pay from full-time pay for comparable work. For example, if an IPSA Holder is engaged to work a four-day week (with normal working hours) the pay would be set at 80% of the pay for an IPSA with the same terms of reference on a full-time basis. Similarly, any other elements in the pay package (e.g. the organization’s portion of the subsidy for health insurance; group life and disability insurance etc. will be 80%) are to be pro-rated in the same manner..
2. The precise working arrangements of the part-time work must be clearly specified in the agreement and understood by the IPSA Holder and the immediate supervisor. Any change to the hours of work and pay must be made by an amendment to the agreement.

**19. IPSA Extension, Expiration and Termination:**

**IPSA Extension (Regular IPSAs)**

1. If a decision is taken to extend an IPSA, it is an opportunity to discuss and review the terms of reference, and whether any modifications are needed, bearing in mind that significant modification may require a new agreement altogether. Changes of more than 20% of the context of the work or of more than one major task are considered significant modifications and would require a new hiring process.
2. An IPSA can be renewed for periods  up to one year at a time, in line with fund availability and suitability of performance.

**Expiration of IPSAs**

1. IPSAs carry no expectation of renewal beyond its expiration date. Should the supervisor wish to extend the IPSA beyond its expiration date, a request for extension should be made, following communication with the IPSA Holder and as early as possible before the expiration date of the IPSA.
2. In the event that a regular IPSA is not renewed, the supervisor must inform the operational units (HR/Finance/IT) to ensure that necessary actions are taken, e.g. recovery of any indebtedness to the organization, return of UNDP property such as computers/laptops, building access ID cards, keys, badges, etc. and release of final pay.
3. The UNDP Office may provide a letter of service upon request.

**Termination of Agreement & Termination indemnity**

1. Either party may terminate the IPSA before the expiry date of the agreement by giving a minimum period of 30 calendar days’ notice in writing to the other party (IPSA Holder and Hiring Manager).
2. All agreement terminations by UNDP must be made after full consultation with the Legal Office.
3. In the event that the IPSA is foreshortened by UNDP without cause (i.e., through no fault of the IPSA Holder), an IPSA Holder is entitled to a termination indemnity equivalent to one month of net pay.
4. If UNDP terminates the IPSA for cause (i.e., as a result of violation of the standards of conduct or breach of other material terms of the IPSA), the IPSA holder will not be entitled to either a period of notice or other compensation, and will not be eligible for any future contract of engagement of any type, including IPSA, Letter of Appointment, etc.
5. No compensation or termination indemnity payment shall be made in the event that the IPSA Holder terminates the IPSA, or upon its natural expiration.
6. The head of the business unit must terminate the IPSA in the following circumstances:
	1. Abandonment of functions, i.e., when the IPSA Holder is absent from duty without approval for more than five consecutive days;
	2. Violation of the standards of conduct or other material terms of the IPSA, including, but not limited to, acts of fraud or misrepresentation;
	3. In event of unsatisfactory performance, where the head of the business unit should consult with OHR and LO before deciding whether to terminate the agreement.
7. There is zero tolerance for acts of fraud and violations of the standards of conduct, and any such suspicions must be referred to OAI for review, and if the IPSA Holder is found to have engaged in these acts, the Business Unit after consultation with the Legal Office, is expected to terminate the agreement.  Advice must be sought from the Legal Office prior to taking any decision on such an action.

**20. Recourse/Settlement of disputes**

1. In the event of any dispute arising out of the IPSA, the dispute must be resolved in accordance with the conditions set out in the IPSA on dispute settlement.
2. Hiring offices/managers should consult and seek the advice of the Legal Office in cases involving issues of breach of agreement, and report to the Office of Audit and Investigations, including cases where misconduct is involved.
3. IPSA Holders can report workplace issues as follows:
	1. Allegations of  workplace harassment, sexual harassment and abuse authority, through harassment.support@undp.org; *or*
	2. Allegations of fraud or mismanagement of UNDP funds, through  reportmisconduct@undp.org.

Further details and information can be found under the ‘Accountability’ section on UNDP’s website.

1. Such allegations must be reported in good faith and with substantiating and detailed information and documentation. Reporting may also be done anonymously, and IPSA Holders who work exclusively for UNDP (i.e., not assigned to work for a Partner Agency) are equally protected by UNDP’s Protection against Retaliation Policy.

**21. Remuneration Scales, Bands, and Remuneration setting for IPSAs:**

The remuneration scale for IPSAs will be set globally by the Director of BMS.

The IPSA comprises a number of levels at which IPSA Holders can be appointed. The classification of these levels is aligned to the  corresponding UNDP grade levels and is set out in the form of broad bands, as shown in the table below. They provide  a necessary degree of flexibility for hiring managers to adjust the pay according to skills and market circumstances.

The pay of IPSAs will be set at a point between the minimum and the maximum within each band (the range), and the classified level of the position would serve as an indicator for the level of remuneration for individual IPSAs. The lower of the two levels should normally be set anywhere between the minimum and mid-point of the band, and the higher of the two levels around the mid-point.

The Bands:

|  |
| --- |
| **International PSA**  |
| *Band*  | *Classified As*  | *Corresponding UNDP grade level*  |
|  IB1 IB2 IB3 IB4   |  IPSA 8-9 IPSA 10-11 IPSA 12-13 IPSA 13-14  |  P-1 to P-2 P-3 to P-4 P-5 to D-1 D-1 to D-2  |

IPSA Holders’ remuneration is set following pay ranges, and the pay is determined by the hiring manager based on contingencies of service including budget, availability of technical expertise in the market, and based on the special skills the individual brings with him/her to the job and to the organization. The remuneration may be anywhere between the minimum and maximum for each band range.

The [pay-setting system](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/5-Useful%20Tools/PSA_Remuneration_setting_Tool.xlsx) is provided to assist hiring managers in setting the approximate remuneration range, using the following parameters:

* Basic remuneration
* Cost of living (COL) component
* Hardship Element in specific duty stations
* Additional fixed lumpsum to subsidize medical insurance

The basic remuneration represents the basis of the calculation and is relevant to the classified level of the job.

The cost of living component is based on the UN post adjustment for IPs as a reference to the applicable post adjustment rate applicable to the duty station where the functions are expected to be performed. The maximum payable COL component is set at 50%. While the UN post adjustment may fluctuate on a monthly basis, it remains static for the duration of the agreement unless it increases or decreases by more than 20% compared to the rate applicable at the start of the IPSA. In this case, the agreement may be amended, and the increase or decrease will be applied from that point onwards and for the remaining period of the agreement. For home-based IPSA holders, the home of the individual is also the duty station.

The hardship element component adds any costs associated with the level of hardship and danger of the duty station.

* 1. Base remuneration:

Each band comprises a range to allow hiring managers to determine the applicable remuneration depending on budget availability, level of skills of the individual, availability of skills in the market, complexity, qualifications and experience, and any other considerations the hiring manager may have.

Deviations from the above (below the minimum or above the maximum) may be authorized by the Bureau Director or UNV/UNCDF Executive Coordinator, UNOSSC Director, and his/her Deputy or his/her delegated authority.

* 1. Cost of Living Component:

The cost of living component represents a mirror of the post adjustment  for the duty station of the month of January of each year, and is applied equally for all IPSAs issued throughout that year. The cost of living component is capped and may only reach a maximum of 50%.

It is fixed for the duration of the agreement regardless of fluctuations during the IPSA period. Only in case where the post adjustment changes significantly during the period of the agreement, i.e. more than 20%, the remuneration may be re-calculated and adjusted upwards or downwards.

* 1. Hardship Element:

The hardship element consists of a hardship and/or a danger allowance, where applicable. The Hardship Allowance is only applicable in the country where the IPSA Holders will perform their functions if this is classified as a duty station D or E. Danger Allowance is applicable in duty stations where Danger Pay is receivable by staff.

A chart with the IPSA pay ranges and how to identify the correct levels, as well as amounts payable under the hardship element is provided in annex 6 to this policy.

IPSAs are not entitled for Daily Subsistence Allowance (DSA) in addition to their paid fee while in their duty station.

**Currency of Remuneration**

The IPSA stipulates a fixed level of remuneration in the currency stated in the agreement, with the default being United States Dollars.

IPSAs may request that their salaries are distributed to up to two bank accounts, regardless of duty station or country.

**Remuneration Subject to Taxation**

1. Taxation on remuneration paid to individuals engaged under an IPSA is the sole responsibility of the IPSA Holder.
2. The total remuneration paid to individuals engaged under an IPSA must be specified in gross terms. The remuneration paid to the IPSA Holder is not exempt from national or local taxation. UNDP is not responsible for payment of tax on earnings or other taxes due on the remuneration of the IPSA Holder, nor is UNDP responsible for reimbursement of taxes paid by IPSA Holders in respect of earnings received under IPSA with UNDP. The IPSA Holder must provide periodic proof of payment of taxes, and UNDP reserves the right to request proof of payment of taxes by the IPSA Holder. Some national governments may exempt IPSA Holders from payment of taxes. Such an exemption is solely within the purview of the respective national government and cannot be based on representations by UNDP that IPSA Holders are exempt.
3. The UNDP Office must not be involved in making payroll deductions for the purpose of remitting monies to the national tax authorities, nor is it required to report the earnings of IPSA Holders to the tax authorities. The UNDP Office must emphasise to the IPSA Holder upon entry on duty that the IPSA Holder must be in compliance with their national taxation obligations. This requirement will also be set out in the IPSA template.

**22. Overtime**

IPSA Holders are not entitled to overtime payments or to compensatory time off in lieu if hours performed beyond the regular official working hours.

**23.****Hardship and Danger Allowance**

1. Hardship Allowance
	1. In addition to the base monthly remuneration and the cost of living component, IPSA Holders who serve in locations classified as D and E are also entitled to a hardship allowance. The hardship allowance is fixed as a lump sum amount specified in Annex 2.
2. Danger Allowance

1. An additional component to the Hardship Allowance, and in duty stations where danger pay is receivable by staff, IPSA holders who serve in the same duty station are also entitled to a danger allowance. The Danger Allowance is fixed as a lump sum amount specified in Annex 2.

The Hardship and Danger Allowances are payable based on presence at the duty station.  IPSA Holders on maternity, paternity, annual or sick leave continue to be eligible as long as they remain in the duty station. The Hardship and Danger Allowances, where applicable, are also payable for time away from the designated duty station on official duty travel up to a maximum of seven consecutive calendar days including weekends and holidays falling during that period.  Payment of the Danger Allowance ceases from the eighth day of official duty travel.  If the IPSA Holder’s travel on mission to another location that qualifies for Hardship and/or Danger Allowance, they will continue to receive these allowances accordingly.

**24. IPSA Salary Advances**

IPSA holders may request remuneration advances in emergency situations, provided the project duration, the IPSA duration and the availability of funding cover the amount and the intended period of repayment. In the event that remuneration advances are approved by the supervisor, the same conditions of request and repayment shall apply as for staff remuneration advances.

**25. Mandatory subsidized coverage not commutable to cash**

The following subsidized coverage is provided by UNDP, and is mandatory to cover possible risks against the individual or the organization. These benefits may not be commuted to cash and are mandatory and applicable as stated below.

**A) Group Life and Disability Insurance**

1. All persons hired on an IPSA will be covered for service incurred disability/injury/death, at no cost to the IPSA Holder.

1. IPSA Holders must be enrolled in the global Cigna “Group Life & Disability“ insurance plan  prescribed by UNDP which provides cover for death and permanent disability as a result of any cause. In the event of death and disability as a result of any cause, a claim must be submitted under the “Group Service-Incurred Death and Disability Insurance Plan” for compensation through Cigna.

1. The premium for the Cigna scheme must be paid by the UNDP Office in respect of each IPSA holder. The premium is established in US dollars. The local currency value must be determined monthly on the basis of the UN operational rate of exchange. The premium must be collected and remitted monthly at the time of processing the remuneration.

1. The UNDP Office must maintain a record in ATLAS of amounts collected, should there be any questions or audit at a later date.

1. For this premium amount, subject to the Cigna policies in place, the IPSA Holder would be eligible to receive up to the ceiling established under this benefit for permanent total disability and, in the event of the IPSA Holder’s death, the surviving spouse and/or dependents would receive up to the ceiling established under this benefit.

**(B) Claims for Death or Disability**

1. In the event of death of an IPSA  Holder, the UNDP Office must promptly notify the insurance company. Information surrounding the death, contractual status and other documentation must be provided by the UNDP Office as requested by the insurance company.

1. In the event of a service incurred disability which prevents the IPSA Holder from continuing to perform according to their agreement, a claim can be submitted under the “Group Service-Incurred Death and Disability Insurance Plan” for compensation through Cigna, or under the local scheme established by the UNDP Office.

1. Each UNDP Office must ensure it has a copy of the policy on file since the claim procedure is set forth therein. The current certification required by Cigna for settlement of death, service-incurred injury or disability claims is:

1. A report from the UN examining physician;

1. Evidence of valid IPSA at the time of death or disability; *and*

1. An indication that the premiums have been paid throughout the agreement.

1. The UNDP administering unit (GSSU) must have on file the original entry medical certification of the IPSA holder.

 **(C) Malicious Acts Insurance Policy (MAIP)**

1. IPSA Holders who serve at, or travel at UNDP ’s expense to, a designated hazardous duty station are automatically covered by the Malicious Acts Insurance Policy (MAIP) and must therefore be included under the safety and security measures implemented by the UNDP Country Office under the Security Plan. Failure to comply with security instructions may render the insurance coverage null and void in so far as it relates to the IPSA Holder in question. Furthermore, non-compliance with security instructions is grounds for termination of the IPSA for cause. The UNDP Office must therefore ensure that the information on MAIP and the relevant security instructions are available to IPSA Holders.
2. All claims, together with supporting documentation, must be submitted by the IPSA Holder to the local Human Resources Administrator, who is responsible for reviewing such claims and forwarding them to the HR Advisor at Headquarters serving the duty station in question.

**26. Mandatory partially subsidized (lump sum) coverage not commutable to cash**

The following partially-subsidized coverage is provided by UNDP in form of a lump sum, and is mandatory for the IPSA to ensure coverage, to cover possible risks against the individual or the organization. These benefits are mandatory and applicable as stated below.

**(A) Medical Insurance**

1. Medical insurance is mandatory. IPSAs Holders must have adequate medical insurance throughout their IPSA period with UNDP.

1. UNDP will provide a subsidy in the form of a fixed monthly lump sum specified in the table of entitlements (annex 2), to subsidize part of the cost of the medical insurance.

1. In order to ensure that the coverage is adequate to UNDP’s global standards for personnel coverage, UNDP shall make available several schemes for the IPSA holder to select from.

1. IPSA Holders must present proof of participation and coverage at the commencement of the IPSA, and take full responsibility for their own coverage and administration of that coverage.

**27. Not subsidized coverages**

The following coverage is to be obtained by the IPSA holder independently:

**(A) Medical Evacuation**

1. Individuals engaged under IPSA are expected to obtain their own medical evacuation insurance as they are generally not eligible for medical evacuation unless they are on official travel status outside the duty station.

1. UNDP office shall make every effort to help facilitate the medical evacuation in cases of an emergency nature, where the service exists and is able to cater for such, and where the local health services are inadequate and the IPSA Holder requests the assistance of UNDP. The cost for such medical evacuation shall be facilitated at the full cost of the IPSA Holder.

**(B) Social Security and Pension Fund Arrangements**

UNDP does not make additional payments for social security and pension fund towards IPSAs.

**(C) Optional coverage provided but not subsidized by UNDP**

UNDP will make available a range of optional benefits and coverages to be accessed by individuals directly and at their own expense. It is understood that UNDP has entered into an agreement with each of the service providers with no corporate liability on itself, but is only availing of these services for the direct benefit and at the full cost and responsibility of the IPSA Holder.

**28. Working Hours**

The working hours, UN official holidays and weekends for regular IPSA Holders are aligned with those applicable to staff and other personnel in the duty station.

**29. Leave**

**(A) Annual leave:**

IPSA Holders with regular IPSAs are eligible for paid annual leave of two and a half working days per month for rest purposes, which may be accumulated during the IPSA period, as specified below.

All annual leave is expected to be taken within the period of the IPSA agreement. If the IPSA agreement is extended for an additional period and funded from the same funding source/project, the IPSA may carry over accrued annual leave to the subsequent IPSA period. As of the annual leave cut-off date of 1 April of any given year, the annual leave balance (if any) will be re-set to a maximum of 24 days.

Unused paid annual leave is not commutable to cash unless it is requested by the supervisor under exceptional circumstances, for example, when the presence of the IPSA Holder is required to perform their functions prior to separation within the notice period given, and where the budget is able to cater for this payment and charged fully to the current budget period of the funding source.

Any absence from duty not specifically authorized, including any absence beyond the allowable time-off in accordance with this policy, will be treated as unauthorized absence and must be charged to unpaid leave.

 **(B) Sick Leave:**

 Eligible individuals who are unable to perform their duties because of illness or injury or whose attendance at work is prevented by public health requirements shall be granted sick leave in accordance with the terms of their IPSA.

Regular IPSA Holders shall accrue credits towards sick leave at the rate of two working days for each month of service up to a maximum of 31 days (24 certified and 7 uncertified). Of those sick leave days accrued, a total of seven working days in an annual cycle starting 1 April of any year (subject to a maximum of two consecutive working days) may be taken as sick leave without providing a medical certificate from a duly recognized medical practitioner; or for family-related emergencies and/or obligations, such as in the event of a death in the IPSA Holder’s immediate family or to take care of his/her child or an immediate family member who becomes ill.

Any absence supported by a medical certificate from a certified medical practitioner shall be considered as certified sick leave. The sick leave certificate from a certified medical practitioner must state that the individual is unable to perform his or her duties indicating the probable duration of the illness. In the event that the IPSA Holder fails to provide the required supporting documents, the absence shall be charged to annual leave. Should the annual leave be exhausted, the absence shall be deducted from remuneration accordingly.

Medical reports must not be shared with non-authorized medical professionals including supervisors and heads of business unit.

IPSA Holders must inform their supervisor of absences due to illness or injury on the same day of absence, except in emergency situations where the IPSA Holder is unable to communicate this absence.

An IPSA Holder may, in exceptional circumstances, be granted advanced sick leave up to a maximum of ten working days, provided that his/her service under the IPSA is expected to continue for the period that is necessary to accrue the sick leave days so advanced.

Certified sick leave shall be recorded in units of full days and/or half-days.

In the event that the IPSA is extended for an additional period under the same position, the individual may carry over unused sick leave credits to the subsequent IPSA up to a maximum of 24 days. Sick leave credits will stop accruing when an IPSA Holder has a balance of 24 unused sick leave days.

Sick leave during annual leave and/or hardship leave: An individual who is sick for more than five working days in any seven-day period while on annual leave and/or hardship leave, shall have that portion of his or her absence considered as sick leave upon presentation of satisfactory medical certification.

Sick leave shall not be granted instead of parental leave for birth parents.

Unused sick leave credits are not commutable to cash.

An IPSA Holder may be required at any time to submit a medical report in relation to a health condition  or to undergo a medical examination by a certified medical practitioner at the request of the Head of the Business Unit. Costs of the medical report will be reimbursed by UNDP, unless such an exam is covered by an insurance.

The termination of an IPSA shall, from the date it is effective, terminate any possibility to claim sick leave credits.

In the event that an individual surpasses the sick leave credits limit during the IPSA period, the excess period will be charged against accrued annual leave. Should the annual leave be exhausted, the IPSA Holder may be played on special leave without pay, otherwise any further absence shall be deducted from the remuneration accordingly.

If the individual is not eligible for paid sick leave, managers should exercise the highest possible degree of flexibility in accepting unpaid leave due to illness. Only in such cases where the extent or timing of absences prevents the individual from delivering the services as specified in the terms of reference may the manager consider a termination of the IPSA due to illness.

*Computation of Annual and Sick Leave*

When the IPSA start date falls on the 1st of the month: Full leave entitlements

When the IPSA start date falls between the 2nd and the 16th of the month: two days annual leave and one day sick leave for that calendar month.

When the IPSA start date falls on the 17th of the month or later: one day annual leave and one day sick leave for that calendar month.

When the IPSA end date falls between the 1st and the 16th of the month: one day annual leave and one day sick leave for that calendar month.

When IPSA end date falls on the 17th of the month or later, but not on the last day of the month: two days annual leave and one day sick leave.

**(C) Parental Leave (for birth parent):**

IPSA Holders on regular IPSAs, who have completed twelve consecutive months of service or longer on regular IPSAs (cumulative under continuous service) are eligible for 16 consecutive weeks of paid parental leave for the birth parent.

Parental leave for the birth parent must fall within and be taken during the IPSA period. Where the parental leave started during the IPSA period but the IPSA is due to expire during the period of the parental leave, the IPSA will be extended for the purpose of covering the full 16-week duration of the parental leave. There is no expectation or obligation to extend beyond the above extension to accommodate for maternity leave if the original job was not envisaged to be longer. No leave will be accumulated during the extended period.

Individuals must submit the request for parental leave at least three months prior to the anticipated start date and the request should be accompanied by a certification from a doctor or midwife stating the Expected Date of Delivery (EDD).

Parental leave for birth parents must begin between two and six weeks prior to EDD and be taken in one consecutive period.

Annual leave will accrue during the period of parental leave.

*Time-off to breast feed infants up to two years old:*

The UNDP standard policy applies.

**(D) Parental Leave (for non-birth parent)**

IPSA Holders on regular IPSAs who have completed a minimum of twelve consecutive months of service on regular IPSAs at the time of the birth of their child are eligible for four weeks of paid parental leave.

Parental leave for non-birth parents may be taken in either one or two fixed periods during the first 12 months from the birth of their child.

IPSA Holders must submit their request for parental leave within a reasonable period of not less than two weeks prior to the expected start of the parental leave, in agreement with the supervisor, and the request should be accompanied by a certification from a doctor or midwife stating the EDD to be followed by a copy of the child’s birth certificate.

Parental leave for non-birth parents is limited to one occurrence per 12 months, regardless of the number of children born during that 12-month period.

Parental leave for  non-birth parents must fall within and be taken during the IPSA period. Unused parental leave is not commutable to cash. The IPSA must not be extended solely in order to exercise the unused portion of the parental leave.

**(E) Unpaid Leave:**

In emergency situations the Head of Business Unit may exercise flexibility in allowing unpaid leave for up to twelve months at the IPSA Holder’s request, subject to exigencies of service, for individuals who have been on a continuous IPSA for at least 36 months

Unpaid leave shall not be granted until paid leave provisions, when applicable, have been exhausted.

Unpaid leave must be approved in advance by the supervisor and head of the business unit.

Unpaid leave will normally only be allowed in the following circumstances:

* In connection with parental leave;
* In relation to illness;
* In relation to family/personal reasons; and similar emergency situations
* For deployment or assignment to another office within UNDP, academic research, lecturing or advancement of a relevant expertise through special trainings.

 When applicable, annual and sick leave will not accumulate during unpaid leave periods of 30 days or longer.

When applicable, there will not be health or life insurance coverage during periods of unpaid leave of 30 days or longer.

**(F) Jury Duty, Other Appearances in Court and Military Service:**

PSA Holders serving on jury duty will be granted leave with pay by the relevant Head of Business Unit up to a maximum of five working days in a calendar year, in units of full or half days as certified by the court.

Court appearances at UNDP’s request should be recorded as absence on official business.

Court appearances as a party in the IPSA Holder’s personal capacity and not at the request of UNDP will be charged to annual leave or unpaid leave.

For court appearances as a witness in the IPSA Holder’s personal capacity, the heads of business units at other locations shall decide whether the absence is to be charged to annual leave or special paid or unpaid leave, according to the circumstances of the case.

IPSA Holders may be granted unpaid leave for military training or service required by their government at the discretion of the Head of the Business Unit.

**(G) Time off for Voting in Elections:**

IPSA Holders wishing to exercise their right to vote on election days should try to do so outside their normal working hours. Those who are unable to do so should request up to two hours of time off from their head of business unit. However, upon presentation of satisfactory evidence that voting may take longer, the Heads of Business Units may grant up to four hours of time off subject to the exigencies of service.

**(H) Hardship Leave:**

IPSA Holders  with agreements of six months or longer based in duty stations designated as hardship duty stations D and E, are eligible for a paid hardship leave of two working days per month to recover from working in a designated hardship duty station and to allow IPSA Holders to stock up on basic goods needed for everyday life which are not necessarily available at the designated duty station. Once an IPSA Holder under an International IPSA has accrued six days of hardship leave, no additional hardship leave days can be accrued unless the accrued days are utilized.

All hardship leave must be taken within the period of the IPSA and subject to a maximum of six consecutive working days at a time. If the IPSA is extended for an additional period, the IPSA Holder may carry over accrued leave to the subsequent agreement period up to a maximum of six days as of the cut-off date of 1 April of any given year.

Unused hardship leave is not commutable to cash.

For Regular IPSAs where the starting or ending months are of less than one full calendar month, hardship leave shall be pro-rated to the nearest half day.

When an IPSA of an initial duration of less than six months is subsequently extended to reach or exceed six months, provisions for hardship leave will apply from the effective date of the IPSA extension. Leave is not accumulated retroactively.

Leave Provisions on IPSA Extension:

When an IPSA of an initial duration of less than six months is subsequently extended to reach or exceed six months, provisions for annual leave and sick leave will start to apply subject to the eligibility as specified in this policy, from the effective date of the IPSA extension. Leave is not accumulated retroactively.

**30. Travel for Work**

Travel for work outside the country of duty station shall always be on economy class for IPSA holders, regardless of travel time. Travel arrangements shall follow the regular procedures as established for corporate travel, and DSA is paid regularly during travel for work outside the country of duty station as per the corporate travel policy.

**31. Performance Evaluation:**

1. Service monitoring and performance evaluation are mandatory for regular IPSAs as part of a process to provide regular feedback about individual performance and progress achieved against agreed terms of reference, as well as objectives and results. Performance of the IPSA Holder must be communicated to the IPSA throughout the duration of the IPSA.
2. In this context, the purpose of the Performance Evaluation is to:
	1. Review progress against agreed upon terms of reference and objectives;
	2. Provide feedback on the performance of the individual IPSA Holder; and
	3. Make informed decisions on contractual matters (extension, non-renewal).
3. An [IPSA Performance Evaluation](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx) form is provided in annex 7 to this policy for regular IPSAs. One full service evaluation report must be completed for any service period exceeding six months worked during that evaluation year.
4. For short-term IPSAs, or for periods of service of less than six months, only section I of the form will apply and should be documented as a note to file.
5. Each Service Evaluation form must be filed for record keeping by the human resources focal point of the Business Unit, or online when available.

**32. Learning Opportunities:**

IPSA holders must complete any corporate mandatory training courses within the required time established by UNDP.

IPSA holders who have been on IPSA continuously for at least twelve months may have access to learning and development opportunities available to UNDP personnel, including access to formal programmes (in line with the target audiences and requirements established for such programmes), on-demand learning resources, and the UNDP learning management system/platform(s), and only if such trainings are deemed to be necessary due to the natural progression of the function and its requirements.

The proforma cost of the IPSA will include a contribution to the UNDP corporate Learning Reserve to enable IPSA holders’ access to the initiatives funded from the Learning Reserve and resources that are offered to UNDP personnel at no cost. Any additional costs related to the participation in the UNDP corporate learning and development programmes and other relevant costs will be charged to the funding source(s) of the respective IPSA holders, as needed.

IPSA Holders may be requested to undergo specific trainings if found to be necessary by the hiring managers to deliver on services requiring technical skills beyond those originally identified in the TORs.

**33. Career Paths**

1. IPSA holders will have access to career opportunities within UNDP as well as to the career development resources available to UNDP personnel. As such, they will be able to apply to UNDP staff positions and job offers under other contractual modalities, in line with UNDP recruitment and selection framework, and the requirements of the respective positions and offers.
2. IPSA holders who have served a minimum of three years with UNDP and have demonstrated successful performance, as recorded in the formal performance reviews, will be eligible to participate in the corporate talent pool assessments and similar initiatives as internal candidates. All IPSA holders will be able to participate in such initiatives, when open to external candidates.

**34. Roles and Responsibilities**

Heads of Business Units / Responsible Officers:

Heads of Business Unit (incl. Resident Representatives, UNV/UNCDF Executive Coordinator, UNOSSC Director, or other individuals delegated authority hereunder) are designated as Responsible Offices, responsible for enforcing the terms of this policy and are accountable for decisions taken. Directors must consider the performance of the Responsible Officers in managing the IPSA in accordance with this policy in the annual performance review of Heads of Office e.g. Audit Reports and OHR reports may be used as a reference for evaluation.

Responsible Officers are responsible for:

1. defining clear terms of reference with measurable outputs, timelines, and indicating qualifications and competencies required;
2. determining the use of IPSA as the appropriate contractual modality and adhering to the requirements of this policy;
3. ensuring availability of funds for the duration of the IPSA and extension;
4. contracting the most qualified candidate in a transparent and competitive manner; and
5. service monitoring and evaluation, recommendation for level of payment and IPSA extensions.
6. exercising delegation of authority on the issuance of IPSAs;
7. ensuring that a transparent and competitive selection process is instituted for IPSAs in their respective office;
8. monitoring the transparency and competitive selection process for IPSAs in their respective office;
9. managing the conflict resolution process in accordance with the IPSA and in consultation with the Legal Office and the BMS/OHR Policy Unit as set forth in this Guide;

The HR Focal Point & GSSU

1. Before issuing the IPSA, HR must ensure that the content of the policy is complied with and that the IPSA template is used for contracting the services of the individual. No deviations to the model IPSA template can be made without consultation with, and clearance of, the OHR Policy Unit and the Legal Office.

1. HR Units are responsible for:
* the classification of the terms of reference established to determine the

appropriate level of pay and provide advice on consistency;

GSSU Focal Points are responsible for:

* coordinating and administering the recruitment process
* coordinating the contracting process of the candidates;
* issuing the IPSA including the applicable conditions of service and

the non-career nature of the work;

* Management of IPSAs in Atlas HR module
* ensuring payment of monthly remuneration according to terms of IPSA;
* ensuring that adequate social security provisions are in place;
* maintaining a roster of candidates in the various categories; and
* maintaining records for monitoring and reporting purposes.

1. IPSAs are paid within Global Payroll.

BMS/OHR Business Partners:

1. BMS/OHR Business Partners are responsible for providing advisory support and guidance in the administration and application of IPSAs.
2. They are also responsible for monitoring the correct and appropriate use of the IPSA and taking necessary action to prevent misuse.

Office of Audit and Investigation (OAI):

OAI will audit the use of IPSAs by the UNDP Offices and report on its findings at any time OAI deems necessary.

Oversight, Monitoring, Evaluation and Reporting:

1. The Responsible Officers, Business Partners , GSSU and the respective HR Unit should use the information available in the [corporate](https://hr.partneragencies.org/) (ERP) database to act on their respective responsibility for oversight, monitoring and / or evaluation on the use of IPSAs.
2. Organizational score cards or benchmarks will be established on a periodic basis to ensure the reporting, monitoring and evaluation of the use of IPSAs.

**List of Annexes to this Policy:**

*Annex 1 – Overview of contractual modalities in UNDP*

*Annex 2 – Overview of IPSA benefits*

*Annex 3 – Definition of inherent and continuous nature of functions*

*Annex 4 – Recruitment and selection process*

*Annex 5 – Practicalities on hiring process*

*Annex 6  – IPSA levels and pay ranges*

*Annex 7 – Performance Evaluation*

*Annex 8 – Checklist of inclusions in IPSA personnel file*

*Annex 9 – Equipment and Supplies*

**Annex 1: Overview of Contractual Modalities in UNDP:**

|  |  |  |
| --- | --- | --- |
| Human Resources  | Procurement | UNV |
| Staff  | Non-Staff  |
| Permanent | Fixed-Term | Temp. Appt. | IPSA  | IC  | UNV |
|   | Regular  | Retainer  |   |  |

*Summary comparison of appointment and contract types and their conditions of service*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   | **Fixed-term, Permanent Appointments****(FTA/PA)** | **Temporary Appointment****(TA)** | **Individual Contract****(IC)** | **International Personnel Services Agreement****(IPSA)** |
| **Legal basis**  | Career staff member, contracted under the UN Staff Regulations and Rules. | Staff members governed by the UN Staff  Regulations and Rules | Governed by IC Policy and explicit terms of IC | Personnel governed by explicit terms of International Personnel Services Agreement |
| **Duration**  | A fixed-term appointment may be granted for a period of one year or more, up to five years at a time ;A permanent appointment is an open-ended appointment. | Up to 364 calendar days maximum. Duration can be exceptional extended beyond the first 364 calendar days for up to 1 year | Lump-sum based. Up to 36 months, with special approval beyond 24 months | 1 day to 1 year at a time, and Up to 4 years. Extensions beyond the maximum of four years is possible but subject to review and confirmation of the criteria applicable to the use of IPSARegular IPSA:Min. 6 monthsRetainer IPSA: Max. 6 months in any calendar year |
| **Remuneration basis**  | Local remuneration scales based on best prevailing local conditions; International remuneration scale based on best comparator civil service | Based on the applicable UN Remuneration scale for the relevant staff category. | Depending on level of complexity; daily fees in excess of $1,350 require approval; fee table is developed by BU | Based on best comparator civil service.IPSA Fee calculator:* Basic salary
* Cost of living
* Hardship Element
 |
| **Hardship Allowance** | Yes, as per ICSC and duty station | Yes, as per ICSC and duty station | No | Yes (for duty stations D & E) Lump sum fixed at $1,000 per month |
| **Danger Pay/ Allowance** | Yes ($1,600) | Yes ($1,600) | No | Yes (where applicable) and in form of a lumpsum fixed at $1,000 per month |
| **Taxability of salaries**  | Tax-exempt (or subject to reimbursement) | Tax-exempt (or subject to reimbursement). | Not exempt; no tax reimbursement | Not exempt unless through decision of relevant national authorities; no tax reimbursement |
| **Recruitment procedures**  | Reviewed by CR Panel/Board | Competitive process required but CRB/CRP not required. | Procurement Process categorized by thresholds | Delegated to Business Unit Heads |
| **Medical clearance**  | UN Medical Service | UN Medical service | For >65 years of age by a UN medical physician if available; travel | [Medical certification](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Certificate_of_Good_Health.doc) issued by a certified physician for fitness. |
| **Performance review**  | PMD | PMD | Upon extension, IC evaluation form | Annual; [Performance Evaluation](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx) |
| **Annual leave**  | 2.5 days/monthA staff member who holds a fixed-term or a continuing appointment may accumulate and carry forward up to **60**working days of annual leave by 1 April | A staff member who holds a temporary appointment may accumulate and carry forward up to **18** working days of annual leave by 1 April of any year | None | 2.5 days/month for IPSAs of 6 months or longerAn IPSA may accumulate and carry forward up to 24 working days of annual leave by 1 April |
| **Pension**  | UN Pension Fund | UN Pension Fund for staff members on TAs of six months or longer or who complete six months of service without interruption of more than thirty days are eligible for participation in the UN Joint Staff Pension Fund. | None | None |
| **Sickness** **Sick leave**  | After less than three years of continuous service: three months on full remuneration and three months on half remuneration in any period of twelve consecutive monthsPermanent appointees or FTA with more than three years: up to nine months on full remuneration and nine months on half remuneration in any period of four consecutive years. | 24 days full pay per year | None | Regular IPSAs (issued for a duration of 6 months or longer): 2 days per month or 24 days per year |
| **Parental leave for birth parent**  | 16 weeks | 16 weeks | None | 16 weeks(eligibility is after 12 months of service) |
| **Parental leave for non-birth parent**  | 4 weeks, or up to 8 weeks if in a non-family duty station. A minimum of 6 months’ continuous service is required before PL maybe granted. SM is expected to continue at least 3 months upon return form PL | 4 weeks, or up to 8 weeks if in a non-family duty station. A minimum of 6 months’ continuous service is required before PL maybe granted. SM is expected to continue at least 3 months upon return form PL | None | 4 weeks (eligibility is after 12 months of service) |
| **Medical** **Benefits**   | Local office staff – UNDP scheme (MIP);International staff in the field: CIGNA;International staff and GS in New York:  AETNA, Empire Blue cross, HIP medical plans made available | Local office staff – UNDP scheme (MIP);International staff in the field: CIGNA.International staff and GS in New York:  AETNA, Empire Blue cross, HIP medical plans made available; | None | Medical Coverage is mandatory for IPSA holder. UNDP provides subsidy in form of lump sum in the amount of USD 250 per month. Enrolment and administration is between IPSA holder and service provider directly. |
| **Eligibility**(Medical Benefits)  | S/M and recognized dependants | S/M | N/A | Open at own cost |
| **Subsidy**(Medical Benefits)   | S/M and recognized dependants | Appointee only | None | IPSA Holder only. UNDP provides lump sum subsidy of USD 250 per month. |
| **Medical evacuation**  | S/M and recognized dependants | Staff member onlyEligible only in case of occurrence of acute life-threatening medical emergency. | IC fully responsible for costs. | IPSA Holder fully responsible for costs. UNDP may facilitate and assist with arrangements |
| **Death and** **disability**  | Coverage for service-incurred injury, illness or death in accordance with App. “D” of Staff Rules. | Coverage for service-incurred injury, illness or death in accordance with App. “D” of Staff Rules. | Service-incurred only | Corporate Global  Group plan (non-contributory) for death and disability (any cause) |
| **Malicious Acts Insurance (MAIP)**  | Coverage for S/M located at, or travelling to, a designated hazardous duty station subject to compliance with MAIP. | Coverage for S/M located at, or travelling to, a designated hazardous duty station subject to compliance with MAIP. | Coverage for ICs located at, or traveling to, a designated hazardous duty station subject to compliance with MAIP | Coverage for IPSA Holder located at, or traveling to, a designated hazardous duty station subject to compliance with MAIP. |

 **Annex 2: Overview of IPSA benefits**

|  |  |  |
| --- | --- | --- |
|   | **Regular** | **Retainer** |
| **Annual Increment** | No | No |
| **Pension Fund (in lieu)** | No | No |
| **Medical Insurance** | No (partly subsidized) | No |
| **Medical Ins. (depend.)** | No | No |
| **MAIP** | Yes | No |
| **GLI, D&D** | Yes | No |
| **Overtime** | No | No |
| **UN Holidays/Weekends** | Yes | No |
| **Sick Leave** | Yes (>6m), 2 d/m, plus 7/year uncertified | No |
| **Annual Leave** | Yes (>6m), max 2.5 d/m | No |
| **Maternity** | Yes (>12m), 16 wks | No |
| **Paternity** | Yes (>12m), 4 wks | No |
| **Hardship Leave** | Yes (>6m), 2 days/m(no travel) | No |

**Annex 3: Definition of functions of inherent and continuous nature**

*Definition of functions of Inherent Nature:*

Activities of an **inherent nature**to the UN are those which require the exercise of substantial discretion in applying UN authority and/or in making decisions for the UN. The activities normally fall into two categories: a) the exercise of high-level authority or b) the establishment of procedures and processes related to the oversight of monetary transactions or entitlements. An inherently UN activity involves:

a. Binding  UNDP  to  take  or  not  to  take  some  action  by  contract,  public pronouncement or otherwise;

1. Determining, protecting, and advancing the interests of the United Nations, by diplomatic means or political means or otherwise;
2. Significantly affecting the safety and security or property of persons;
3. Exerting ultimate control over the acquisition, use, or disposition of United Nations property (real or personal, tangible or intangible);
4. Establishing policies or procedures for the collection, control, or disbursement of funds;
5. Acting as internal control custodian of the organization. The list below contains an example of such functions that must be held by staff, as specified in UNDP’s internal control framework:

2nd Authority  -  Approving  Managers  and  Global  Payroll Administrator

3rd Authority  -  Disbursing  Officer and  Disbursing  Officer - Payroll

HR Administrator and Position Administrator

Bank Account Signatory

Trust Fund Manager

Bank reconciliation Approver

Safe custodian

Supplemental Atlas roles of: Vendor Approvers, Override match exceptions, Fund manager and Retirement of assets

As such, administering or managing a selection process in accordance with the UNDP standard policies and established processes is not considered an “inherent function”. However, deciding what rules to put into the corporate manuals and policies or making exceptions to such policies, in the interests of the UN is an “inherent function”;

Representing the organization, such as negotiating and deciding with governments or external partners, or deciding on which business line to focus, is considered an “inherent function”. When in doubt, OHR shall consult with OFRM to determine what is considered an inherent function.

*Definition of functions of a continuous nature:*

The functions are of **continuous nature** when the position is primarily core funded (>50%), and

1. The functions performed under the position are not meant to indirectly support a specific, limited in time, kind of initiative/project, such as a specific business development engagement, study visit, consultancy, specific training, etc.

1. The position covered by the IPSA is not a temporary replacement of a UNDP post where the staff member incumbent is on an extended leave, such as maternity, paternity, special leave, etc.

**Annex 4: Recruitment and Selection Process**

*Selection of IPSAs may be conducted through one of the following options:*

*For the selection of IPSAs, the selection process must adhere to the general principles listed in the Recruitment and Selection Framework Policy to ensure that the person selected is the best-qualified candidate to perform the job functions in a fully satisfactory manner.*

* A new competitive process: A newly initiated process.

* A previously assessed candidate: A candidate who has been assessed through the same process as required in the case of the new recruitment, and for the same job function and level, and who has passed the threshold in a previous recruitment not longer than 36 months before.

* A roster that has been formally recognized by OHR:
* UNDP
* External partner roster

* Direct selection: Identifying and selecting a candidate directly in emergency situations

*Selection through a newly initiated process shall follow the processes outlined in the table below, as a minimum, depending on the level and duration of the IPSA to be issued:*

|  |  |  |
| --- | --- | --- |
| **IPSA Level** | **Regular IPSA** | **Retainer IPSA** |
| **< IPSA 11 (IB2)** | Advertise: 2 weeks Assessment: Written Test or Interview (3 candidates) Selection: Head of Business Unit  | Advertise: 1 week Assessment: Desk review (2 candidates) Selection: Head of Business Unit   |
| **> IPSA 12 (IB3)** | Advertise: 2 weeks Assessment: Written Test or Interview (3 candidates) Selection: Head of Business Unit with HR Business Partner    | Advertise: 1 week Assessment: Desk review (2 candidates) Selection: Head of Business Unit  |

**1) Selection by a new competitive Process**

A competitive recruitment process is the standard procedure for recruiting regular IPSAs.

The hiring process for regular IPSAs should follow the steps outlined in the table above as a minimum. Hiring managers may decide to exceed those minimum requirements if deemed necessary.

The UNDP Office must establish an ad hoc panel made up of at least three UNDP members of personnel, either FTA or IPSA Holders, for the purpose of selecting the best-qualified candidate, regardless of the process followed. A minimum number of candidates must be assessed to ensure a competitive and transparent process. The selection process must ensure that due regard is given ensuring gender parity. Due consideration should be given to other diversity considerations, as appropriate for the duty station. The panel provides its recommendation to the Head of the hiring Business Unit for a final decision.

For Short-Term (Retainer) IPSAs, a desk review of at least two qualifying candidates is required, and should be documented and presented to the Head of the Business Unit for their selection decision.

**2) Direct recruitment of a pre-assessed candidate**

This option allows offices to hire a candidate who has been assessed through a competitive process, and for the same job function and level, and who has passed the threshold in a previous recruitment process completed within the previous 36 months.

Individuals who had previously been assessed for identical positions, and had passed the threshold but were ranked below the candidate selected within the past 36 months, may be placed on a roster. Hiring managers should preferably still interview the individual to ascertain that the individual is interested in the position and to reconfirm their suitability.

A hiring business unit may also transfer an IPSA Holder from one project or position to another in the same duty station with identical functions and the same band and remuneration, without a new competitive process, provided that the candidate has a satisfactory performance. In such instances a new IPSA must be issued. It must also be noted that by doing so, the time of service of the IPSA holder is not reset in such case, if there is no break between the contracts.

For the purpose of selection, “identical position” shall mean a position under the same contract modality (IPSA), grade and band, and category (international), with the same functions within a 20% deviation.

**3) Direct recruitment from a roster that has been formally recognized by UNDP**

UNDP business units may also use a roster of pre–assessed candidates, in accordance with established roster procedures without having to go through a full process outlined in Section a. above. The selection from the roster remains subject to the approval of the Head of the hiring Business Unit.

Where one or more suitable candidates is/are identified by the head of the hiring business unit, the remuneration to be offered will be calculated by the business unit using the remuneration setting tool as relevant to the role described in the TORs and the duty station.

In such cases, there is no need to go through a review or assessment process. The recommendation and the criteria must be documented.

For certain roles, UNDP may access formally established personnel rosters of other UN organisations and IFIs to source suitable personnel. It is at the Hiring Manager’s discretion to select external partner personnel, through the clearance of the Regional HR Advisors.

**4) Direct selection of a candidate**

The UNDP Administrator, Associate Administrator, or their delegates, may hire a candidate on any IPSA position directly.

In instances where business needs prevail, for example, in emergency response situations or urgent response needs, the Bureau Director , UNV or UNCDF Executive Coordinator, UNOSSC Director, or their delegates, may select individuals directly and contract them under a Retainer IPSA, provided the individual is confirmed qualified for the position.

**Annex 5: Suggested steps towards hiring**

1. Determine which type of IPSA is suitable, as follows:

Should the function be limited to a project-funding source, or a service that is dependent on the exigencies, fluctuations and duration of services, yet, not shorter than 6 months, a regular IPSA may be the suitable option to proceed with.

Should the above be the case, where a local capacity is not easily available due to a variety of reasons including cost-saving (travel, office, etc.) and security, or where the physical presence of the individual is not required in the office or duty station, then a home-based IPSA maybe the better option.

Should the function be on an ad hoc basis, or use-as-needed on a day-to-day basis, and for a maximum expected period of six months in any calendar year, the retainer option may be the more suitable way to proceed with. This is also the case should the function require someone to be present rather immediately, typically to develop proposals within specific and short timeframes.

2. Determine the category of the IPSA:

Balance between cost, functions and available national capacities.

Should the function be very technically specialized, performed at professional level, requiring an international element to it, and the capacity needed is not easily available locally among the national capacity, then the international PSA may be the more suitable option.

If the functions is at support level, or specialized and performed at professional level, with the capacities available nationally and without any political or other perceived concerns, the national PSA would be the more suitable option.

For hiring managers:

* Preparation for hiring a PSA
* International or National
* Regular

Approval is valid indefinitely

For functions that are expected to continue beyond short-term

May be physically located in the country/office or home-based

Minimum agreement duration is six months

Standard applicable benefits

Standard applicable entitlements

* Retainer (hourly, daily, monthly)

Approval valid for three years, automatically extendable subject to both parties agreeing

Retainers may be physically working out of the project country, or home-based.

No benefits

No entitlements (except security coverage, GLI, D&D, MAIP if operating in project country)

Used also for special needs, typically for emergencies, or immediate needs such as proposal writing within short deadlines

* Flexible Performance-based pay (partners only)

*Classification, Vacancy announcement (VA) and Outreach*:

The hiring business unit must prepare Terms of Reference (TORs) and classify the level at all times.

Vacancies should be posted on the UNDP job website. Depending on the degree of knowledge and skills required, local media advertising is recommended, with due regard to the cost/benefit issue if it is envisaged that it will produce the caliber of candidate needed. For specialized or specialist positions, it is also recommended that other international organizations and NGOs are informed of the vacancy as this may facilitate reaching potential candidates.

Where in certain instances the job function does not require professional licensing, certification or admissions as determined by the functional area responsible for those roles in HQ, hiring managers may determine that academic qualifications may be compensated for by means of additional years of experience, if the respective corporate unit has allowed that for its line of specialization. For example, OHR for all human resource management jobs, shall decide whether and to which jobs such exceptions may be applied by the hiring managers. In such cases, the requirement for advanced university degrees may be replaced by years of practical and relevant work experience on an equal basis to years of theoretical studies, as follows:

A Masters degree is considered equivalent to, and may be compensated by additional 2 years of relevant work experience.

A Bachelors degree is considered equivalent to, and may be compensated by additional 4 years of relevant work experience. However, it is still recommended that a Bachelors degree is set as the minimum academic requirement for professional positions.

In cases where no academic degrees are required at all, these may be compensated by additional 6 years of relevant work experience to the minimum years of experience originally required.

As a first step, hiring managers should preferably try and identify candidates via the internal channels (rosters or previously endorsed candidates), where possible.

It is important to note that VAs are prepared in addition to, and are not intended to be a substitute for, terms of reference. While some information contained in these two documents are similar, they serve different purposes and both should be available in respect of each established position.

The head of the hiring business unit must ensure that the VA reflects the minimum requirements of the position requirements in terms of competencies, skills, qualifications, knowledge, experience and languages so that interested candidates can apply and be assessed against the pre-defined criteria. VAs must clearly indicate the type and level in accordance with the classified and approved TOR.

The initial posting period of a VA may be longer than required as a minimum, for example to ensure a more diverse pool of applicants, or if a position is of high strategic importance, or is expected to be difficult to fill because it requires highly specialized skills which are difficult to find. In such cases a longer posting period can be considered to allow ample outreach. In case applications received are inadequate, either qualitatively or quantitatively, the deadline could be extended for an additional period of time to allow an increase in the number of qualified applicants.

Investing in reaching out to qualified and diverse candidates through relevant national and international professional networks and platforms is of strategic importance. Local HR focal points are strongly encouraged to establish local networks and outreach strategies for national recruitments.

The Hiring Manager must take an active role in ensuring outreach options to attract the highest number of suitable candidates are also explored.

Further, all UNDP personnel are strongly encouraged to use their network of professional acquaintances and referrals to advocate for UNDP and to reach out to potential candidates to apply to UNDP VAs. The benefits of such an informal referral scheme include:

a) Current UNDP personnel gain a sense of ownership in the selection and hiring process;

b) Potential candidates already have information of UNDP culture and will evaluate whether they will fit; and

c) New recruits will have a built-in support network from their first day in UNDP.

Notwithstanding the referral scheme, candidates referred or recommended by UNDP personnel should not receive any advantage in the selection and hiring.

All applicants to UNDP positions (except, in some cases, for positions with no requirements for computer literacy or for locations with limited or no access to internet) must create and complete a personal profile to provide hiring units with the necessary, certified information to review and evaluate qualifications.

*Preparation of the long-list and short-list*:

In order to ensure fairness, transparency and an appropriate basis for comparison, short-listing and assessment will be based on the same screening and evaluation criteria as those listed in the VA. Only candidates meeting the minimum requirements as stated in the VA may be considered.

The head of the hiring business unit is responsible and accountable for the quality of the long-list and short-list.

The long-list (i.e. the list of those applicants who meet the minimum requirements as stated in the VA) will be prepared first. Once the long-list is finalized, the head of the hiring business unit must prepare a short-list of candidate(s). Short-listing must be based on criteria which are reflected in the VA, such as required qualifications, skills, knowledge and experience for the type and level of the appointment. Additional criteria, such as desired qualifications, skills, knowledge and experience, deficiencies in the information provided or weak presentation of the application may only be applied if done consistently and objectively to all applicants and fully documented in the system. If both men and women are represented in the long-list, the short-list must include both sexes. To ensure transparency of the short-listing process, and to support justification why the remaining applicants on the long-list have not been shortlisted, Hiring Managers may provide valid but brief reasoning as to why the candidates have been short-listed.

*Assessment*:

As part of a competitive selection process the panel must assess a minimum number of  candidates for each vacant position (as per table above). If only one candidate qualifies, the head of the hiring business unit must place a note to the file documenting that the VA was adequately.

The methodologies and techniques used to recruit and select candidates for a specific position may vary depending on the position requirements.

The Hiring Manager, in consultation with the HR focal point, will decide on the methodologies and techniques to be used to best determine the suitability of the candidate for the position, as well as the relative weight to be assigned to each assessment technique. In order to ensure transparency, Hiring Managers are required to account fully for all techniques used and relative weights assigned.

To ensure a fair and equal assessment of all candidates, assessments for the same position must be conducted following the same methods.

*Performance History and Reference Checks:*

Prior to the selection of any candidate, the head of the hiring business unit will take into account the candidates’ performance history. Therefore, it is required that applicants who are, or have recently been, in the UN system provide copies of their performance evaluations for the last two years where available, and that these are reviewed to ensure that the performance history is satisfactory. At the hiring manager’s discretion, external candidates may be asked to provide similar performance evaluations, as applicable.

For internal UN and UNDP personnel who have satisfactory performance evaluations in the last two years, the Hiring Manager may consider this to represent sufficient evidence of prior satisfactory performance, and may conduct only one professional reference check with the current supervisor of the candidate.

Requesting offices, with support from the UNDP OHR, are responsible for conducting reference checks and documenting findings before submitting for issuance of an IPSA.

Candidates that apply for vacancies under an IPSA must provide the names and contacts of previous employers to facilitate reference checks, either through the P-11 form or any other form of profile endorsed by OHR.

Reference checks are preferably conducted by the Hiring Manager as he/she has the most relevant knowledge of the team and requirements of the position. HR may also conduct the reference checks on behalf of the Hiring Manager.

*Proposed candidate(s) by the panel/Hiring Manager:*

Once all assessments have been conducted, a report with a list of candidates recommended for selection should be prepared, including results of the assessments and relevant comments.

Reports from the panels should be transmitted for review by the hiring authority, together with advice and recommendations for decision.

Should no candidate meet the requirements of the position, the Hiring Manager may revert to the long-list of applicants and short-list an additional number of candidates to be assessed, or may re-advertise the position to increase the number of qualified applicants.

There are no limitations to the position levels or categories to which current IPSA Holders may apply, provided they qualify and meet the minimum requirements of the VA. The level specified on the VA will be applied within the band to the selected candidates regardless of their previous/current level, and category.

**Annex 6: IPSA Pay Ranges and Identifying the right level**

*Identifying the right level as per functions:*

**IB1 (P1-P2):** Basic knowledge, more theoretical than practical and less managerial capacity, basic analysis; capacity to apply unpaid concepts. Basic professional competence, expectations to grow the individual from conceptual understanding to applied knowledge.

**B2 (P3-P4):** Solid understanding of the technicality of the job requirements; initiating new understandings and application of knowledge into policies or programmes in a specific subject area or field of work. This may range from solid professional (theory and practice) who anchors a substantive team to a specialist who is recognized for conceptual applied mastery, innovates new approaches, can work with specialized substantive teams.

**B3 (P5- D1/P6 Expert Roles):** Integration of substantive specialization to provide a comprehensive platform for service; delivery of world-renowned expertise recognized by the peer community; expanding and extending capacities and services into new fields. Advanced programme renowned expert, integrates substantive specializations, devises ground-breaking initiatives.

**B4 (D1/P6-D2/P7)- mostly highly technical senior roles, sometimes Expert roles at D2 level:**Politically and substantively prescient.  World-class senior-level expert.

*Pay ranges:*

The pay ranges for international PSAs applicable globally to all IPSAs are set as follows, in US Dollars:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Level**  | **Band** | **Min. Basic Pay** | **Mid-point** | **Max. Basic Pay** |
| IPSA 8  | IB1 | 3,500 | 4,250 | 5,000 |
| IPSA 9  |
| IPSA 10  | IB2 | 5,500 | 6,500 | 7,500 |
| IPSA 11  |
| IPSA 12  | IB3 | 8,000 | 9,100 | 10,200 |
| IPSA 13 expert  |
| IPSA 13 lead. IPSA14 exp./lead  | IB4 | 10,200 | 11,350 | 12,500 |

Exceptions to paying individuals beyond the set maximum may be approved in very exceptional cases by the Director of the Bureau of Management Services, following a recommendation by the relevant Bureau Director/UNV or UNCDF Executive Coordinator, or UNOSSC Director.

*Retainer IPSAs:*

The remuneration is calculated based on the regular IPSA remuneration, and the following formula would apply:

Daily-based pay: The monthly remuneration divided by 21.75

Hourly-based pay: The daily remuneration divided by 8

Monthly-based pay: As per the regular pay ranges in the chart above

Output-based, converted to periodic pay: Estimated duration to produce the output is used to determine the remuneration, then divided by the expected number of days to set the daily remuneration.

**Annex 7: Performance Evaluation**

Short-Term IPSA:

For short-term IPSAs, only section I of the evaluation applies

Regular IPSA:

For regular IPSAs, the entire evaluation form applies

1. The [IPSA performance assessment](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx) must be completed by the supervisor in line with the regular performance management cycles as set out by the administration, and applying the same cycle consistently across all personnel (calendar year). The simplified performance management process is initiated at the start of the year with clearly set goals to achieve as per the work plan of the unit and the individual, as well as learning and development plans of the individual, and agreed on by the supervisor. The performance assessment is conducted within the regular set schedule at the start of the following year and conducted against the set goals. The assessment by the supervisor is completed after:

1. a short written self-assessment is provided by the IPSA Holder including on their special accomplishments (to be attached to the Evaluation form); and

1. a Performance review session with the individual IPSA Holder with a view to discuss performance during the reporting period.

1. The performance assessment must include details regarding performance during the review period, as applicable, any mention of service provided above or below expected standards or in addition to those activities established in the TOR. Should the performance be evaluated as below the acceptable performance levels, a recommendation for non-extension, or termination following a performance improvement plan should be clearly stated and reasoned.

The following form template should be used for the evaluating IPSAs:



United Nations Development Programme

**Format of the 2020 Annual Performance Review (by Supervisors)**

**SECTION I.**

**In this section,**

1. Reflect on the performance review questions below; select your responses from the options provided.
2. Assess the IPSA Holder’s proficiency in the competencies; select your responses from the options provided. Detailed information on the competency proficiency levels and indicators linked to position grades can be found [here](https://intranet.undp.org/unit/ohr/pmd/Shared%20Documents/PMD_UNDP_%20CORE_COMPETENCY_FRAMEWORK.pdf).

|  |  |
| --- | --- |
| **1. Performance questionnaire** |  |
|

|  |
| --- |
| **FOR ALL PERSONNEL****Did the IPSA Holder consistently achieve objectives and fulfill key functions and responsibilities effectively?**  |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |
|

|  |
| --- |
| **Did the IPSA Holder demonstrate high productivity and quality of work?** |
|  |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |
|

|  |
| --- |
| **Did the IPSA Holder demonstrate initiative, strive for excellence and continuous development?**  |
|  |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |
|

|  |  |  |
| --- | --- | --- |
|

|  |
| --- |
| **Did the IPSA Holder demonstrate the highest standards of ethics and integrity in his/her work and professional interactions?** |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |
| --- |
| **Did the IPSA Holder demonstrate capabilities and performance beyond those required in the current role and level?** |
|  |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |

|  |
| --- |
| **Does the IPSA Holder have development needs to be fully successful in the current role?** |

 |  |

|  |  |
| --- | --- |
| Yes, manySomeNo |  |
|

|  |
| --- |
| **Is the IPSA Holder at risk of low performance?**  |
|  |

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|  |  |
| --- | --- |
| YesSomewhatNo |  |
|

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FOR PERSONNEL IN SUPERVISORY ROLES (additional question):**

|  |  |  |  |
| --- | --- | --- | --- |
|

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| --- |
| **Was the IPSA Holder successful in managing their team? (reflect on the criteria in the mandatory Effective People Management goal)** |
|  |

 |  |

|  |  |
| --- | --- |
| AlwaysMost of the timeOccasionallyHardly everNever |  |

**Supervisor comments on performance questionnaire (optional):** |

 |  |

|  |  |  |
| --- | --- | --- |
| **2. Competencies questionnaire**

|  |
| --- |
| **Application of Technical Competencies: Evidence that relevant technical knowledge and skills are applied effectively in fulfilling the requirements of the job** |

 |  |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |  |
|

|  |
| --- |
| **Communication and Relations Management: Ability to listen, adapt, persuade and transform** |
|  |

 |  |

|  |  |
| --- | --- |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |  |
|

|  |
| --- |
| **Delivery: Ability to get things done while exercising good judgement** |
|  |

 |  |

|  |  |
| --- | --- |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |  |
|

|  |
| --- |
| **Innovation: Ability to make new and useful ideas work** |
|  |

 |  |

|  |  |
| --- | --- |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |  |
|

|  |
| --- |
| **Leadership: Ability to persuade others to follow** |
|  |

 |  |

|  |  |
| --- | --- |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |  |
|

|  |
| --- |
| **People Management: Ability to improve performance and satisfaction** |
|  |

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|  |
| --- |
| Proficiency above the level of the jobProficiency at the level of the jobProficiency below the level of the job |

**Supervisor comments on competencies questionnaire (optional):**

**SECTION II.**

**In this section,**

1. Based on your review, indicate if the IPSA Holder’s performance was fully satisfactory or not fully satisfactory.
2. Provide more detailed comments on the IPSA Holder’s performance. Include clarifications, as needed, on your responses above. Mention any special achievements, impact, examples of exceptional work, or, on the contrary, examples of performance below expected standards.

**Overall assessment and comments**

**Manager (select one):**

* 1. Fully Satisfactory
	2. Not fully satisfactory

**Manager Comments:**

**Annex 8: To be included in IPSA file, where applicable – Checklist**

Check list of documentation for the IPSA Holder

* Evidence of approved budget
* Terms of Reference
* Certification of appropriateness of functions for use of an IPSA
* Confirmation of remuneration level (e.g. costing sheet)
* Minutes of the Ad-hoc panel with relevant supporting engagement documents
* Reference check report
* Letter of IPSA offer – signed by the individual
* Medical certification from recognized Physician
* Copies of professional qualifications in line with IPSA level
* Signed IPSA form with acknowledgement of conditions of service
* Proof of medical coverage
* Application for CIGNA medical coverage
* Application for Death and Disability coverage
* Signed acknowledgement that IPSA Holder has received all documents and information related to social security and MAIP coverage
* Amendments/Extensions to IPSA-with signed acceptance
* Birth Certificate of IPSA Holder and designated beneficiary
* Bank details authorization for direct deposit of remuneration (or vendor form)
* Service Evaluation/IPSA Extension Form
* Minutes of the selection, where applicable
* Termination notification, where applicable.

**Annex 9 – Equipment & Supplies**

Any equipment or supplies that may be furnished by UNDP to the IPSA Holder for the  performance  of  the IPSA Holder’s  obligations  under  the  IPSA remains the property of  UNDP,  and  any  such equipment or supplies must be returned to UNDP at the conclusion of the IPSA or before if no longer needed by the IPSA Holder. Such equipment, when returned to UNDP, must be in the same condition as when delivered to the IPSA Holder, subject to normal wear and tear, and the IPSA Holder will be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.