



MEMORANDUM OF UNDERSTANDING (HEREAFTER REFERRED TO AS MOU)
BETWEEN THE UNITED NATIONS AND THE STATE OF KUWAIT CONCERNING THE
PROVISION OF JUNIOR PROFESSIONAL OFFICERS (JPOs)

Article 1

The State of Kuwait undertakes to provide junior professional officers (JPOs) in connection with the technical co-operation activities of the United Nations in accordance with the following principles:

- (a) JPOs shall be provided in response to specific requests from the United Nations, which shall in turn request such officers only when asked to do so by the receiving countries, and shall be assigned to assist experts of the United Nations. No JPO shall be sent to a country without prior approval of the Government of that country, or remain there without the consent of such country;
- (b) The final decision regarding the assignment of JPOs shall rest with the United Nations and the recipient country;
- (c) JPOs shall, for the duration of their assignment to the United Nations, be subject, as international civil servants, to the rules and regulations of the United Nations, as set forth in their letters of appointment which will be issued by the United Nations and they will be subject to the same legal treatment of the United Nations staff;
- (d) The State of Kuwait shall be responsible for all identifiable costs pertaining to the employment of each JPO.

Article 2

The United Nations undertakes to submit to the State of Kuwait requests for JPOs for which, in the opinion of the United Nations, suitable candidates may be found in the State of Kuwait. Each request shall normally be in the form of a job description, which shall be forwarded to all countries participating in the Programme.



Article 3

The State of Kuwait, although not committed to the provision of any specific number of JPOs in any given period, undertakes to make every effort to find suitable candidates for any request submitted to it in accordance with Article 2 above, and to advise the United Nations of the results within a reasonable period of time.

Article 4

Each JPO shall normally be assigned for an initial period of not more than twelve months but this period of service may be extended by the United Nations in agreement with the State of Kuwait and the Government of the recipient country.

Article 5

The State of Kuwait shall provide the United Nations with funds to meet all identifiable costs resulting from the employment of JPOs under this MOU and will, on an annual basis, deposit a sum for this purpose in an account designated by the United Nations. Such deposit shall be in freely convertible currency. Prior to the appointment of a JPO or the extension of his assignment, an estimate of costs shall be sent to the State of Kuwait. No appointment shall be made until after the State of Kuwait has acknowledged the receipt of the estimate and unless the costs thus estimated are covered by the amount deposited by the State of Kuwait. All deposits to and payments from the account in currencies other than US dollars will be made on the basis of the United Nations' rate of exchange in effect on the date of payment. Should the sum deposited annually by the State of Kuwait be greater than the total amount actually expended by the Organization during a given year, the residual and uncommitted amount shall be carried over to the next year.



Article 6

The United Nations shall from this account meet all expenses connected with the assignment of the JPOs from which include:

- (a) Salaries and allowances;
- (b) Transportation to and from the duty station and related costs and allowances;
- (c) Travel costs within the country or area of assignment agreed by the State of Kuwait;
- (d) Travel to and from the duty station for dependents and related costs and allowances;
- (e) Insurance of the JPO against sickness, disability and death as well as contributions to the United Nations Joint Staff Pension Fund payable by the employing organization;
- (f) Any other identifiable but unforeseen expenses payable in accordance with the United Nations Staff Regulations and/or the terms of appointment of the JPOs;
- (g) Twelve per cent or such greater percentage as may subsequently be agreed to cover administrative expenses for United Nations JPO trust accounts of the total identifiable costs.

Article 7

Annually, as soon as audited accounts are available, and not later than 30 June, the United Nations will submit to the State of Kuwait a statement of the financial position of the account as at 31 December of the preceding year.

Article 8

On termination of the MOU, the United Nations will refund to the State of Kuwait any uncommitted credit balance remaining in the trust fund account; and the State of Kuwait will remit any amount due pursuant to Article 6 above.



Article 9

In a Letter of Appointment to be given to the JPO, the United Nations will describe the conditions of service in full detail.

Article 10

This MOU shall enter into force on the day of its signature.

Article 11

This MOU shall remain in force until terminated by the giving of three months' notice in writing, either by the United Nations or the State of Kuwait. Notwithstanding such termination, the obligations of the United Nations and of the State of Kuwait shall continue for the duration of any subsisting JPO appointment made pursuant to this MOU.

IN WITNESS THEREOF the respective representatives of the United Nations and of the State of Kuwait have signed this MOU on day of signature.

FOR THE UNITED NATIONS
Wu Hongbo, USG, DESA

FOR THE STATE OF KUWAIT

Date: _____

Date: 22.02.2017