



Secretariat

10 February 2013

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Administrative Instruction

Consultants and Participants in Advisory Meetings

A. Purpose

1. The purpose of this instruction is to set out detailed provisions for obtaining the temporary services of individuals as consultants and participants in advisory meetings. This instruction will become effective on 1 February 2003.

B. General principles

2. Consultants and participants in advisory meetings are persons whose services the Authority requires from time to time to provide outside expertise, i.e., advisory services or assistance requiring expertise, special skills or knowledge not formally possessed by the regular staff of the Secretariat and for which there is no continuing need in the Secretariat.

3. The services provided by consultants and participants in advisory meetings:

(a) Must be clearly related to priority activities in the work programmes of the department or office in question or to a specific legislative or programming decision;

(b) Should not duplicate work or activities already done, being done or about to be done by other departments or offices of the Authority.

4. Individuals whose services are obtained as consultants or as participants in advisory meetings shall be selected only from among candidates who are highly qualified in the specific field in question. They shall be selected from as wide and representative a number of countries as possible.

C. Consultants

5. The functions of consultants normally involve analysing problems, directing seminars or training courses, preparing documents for conferences and meetings or writing reports on the matters within their area of expertise on which their advice or assistance is sought. A consultant may not perform any of the functions of regular staff of the Authority or be given any representative or supervisory responsibility.



6. A consultant shall normally be engaged under a special service agreement entered into directly with the individual concerned. The functions to be performed by a consultant shall be specified in the special service agreement. The conditions of service of such consultants shall be those set out in Annex 1 to the present administrative instruction.

7. The services of a consultant may also be obtained under an Institutional or Corporate Contractor-Contract with an institution or other corporate body, following receipt of the approval of the Committee on Contracts in appropriate cases. The functions to be performed by an institutional or corporate contractor shall be specified in the special service agreement. The conditions of service of such consultants shall be those set out in Annex II to the present administrative instruction.

D. Participants in advisory meetings

8. Individuals whose services are required as participants in advisory meetings such as *ad hoc* expert groups, workshops, seminars and symposia, will be invited to participate in meeting by means of a letter of invitation which will give details of the meetings, the legal status and obligation of the participants and the Authority's arrangements for their travel, compensation for service-incurred death, injury, illness and their own responsibility for insurance. Participants in advisory meetings are not normally expected to provide any other services to the Authority apart from their oral contribution as participants in the meeting in question but may agree to provide papers for consideration at the meeting at no cost to the Authority. Any person who is invited, in addition to participation in meeting, to provide a written paper, to act as rapporteur or provide other services in connection with the meeting for which a fee is paid by the Authority shall be engaged, and otherwise treated, wholly as a consultant.

E. Budgetary policy

9. The costs incurred for the services of consultants or participants in advisory meetings shall be charged exclusively to funds specifically authorized for these purposes. Such costs shall always be coded under the appropriate object of expenditure for consultants or participants in advisory meetings.

F. Legal status

10. Individuals engaged under a special service agreement as consultants or invited to participate in advisory meetings serve in their personal capacity and not as representatives of a Government or of any other authority external to the Authority. They are neither "staff members" under the Staff Regulations of the Authority nor "officials" for the purpose of the Protocol on the Privileges and Immunities of the International Seabed Authority. They may, however, be given the status of "expert on mission for the Authority" in the sense of Article 9 of the Protocol.

G. Obligations

11. Consultants and participants in advisory meetings shall neither seek nor accept instructions regarding their services for the Authority from any Government or from any source external to the Authority. During the period of their services for the Authority, they may not engage in any activity that is incompatible with the discharge of their duties with the Authority. They are required to exercise the utmost discretion in all matters of official business of the Authority. They may not communicate at any time to any other person, Government or source external to the Authority any information known to them by reason of their association with the Authority which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall they at any time use such information to private advantage. These obligations do not lapse upon cessation of their service with the Authority.

H. Title rights

12. The Authority shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Authority by a consulate or a participant in an advisory meeting. At the request of the Authority, an individual engaged as a consultant shall assist in securing such property rights and transferring them to the Authority in compliance with the requirements of the applicable law.

I. Duration of services

13. The services of an individual as a consultant will normally be limited to a maximum of six work months in any period of twelve consecutive months. Where circumstances require, this maximum may be extended to nine work months on the authority of the Chief, Administration and Management. No individual may serve as a consultant for more than nine work months in any period of twelve consecutive months without the approval of the Secretary-General. Former staff members of the Authority or of any other organization of the United Nations family who have been separated from service at or after the age 55 may not be engaged as consultants during the three months following their separation from service as a staff member without the prior approval of the Secretary-General.

14. The services of a participant in an advisory meeting will be limited to the duration of the meeting and the time necessary to travel to and from the meeting to the individual's normal place of residence.

J. Remuneration

15. Consultants engaged under a special service agreement shall be remunerated on the basis of the time required to perform the services specified in the agreement at an agreed daily, weekly or monthly rate of payment or on the basis of a lump sum payment representing the value of the services of the Authority. If the services of an individual as a consultant are provided free of charge, a special service agreement

may be issued with nil remuneration for the purpose of providing the individual with the appropriate status while performing the services specified in the agreement and in order to cover travel and related expenses as appropriate.

16. The level of remuneration to be offered to an individual engaged as a consultant shall be established on the basis of the following guidelines:

(a) The primary consideration in establishing the level of remuneration shall be the nature of the services to be provided by the consultant, e.g., the complexity, difficulty and extent of the work to be performed and the degree of expertise required to accomplish it;

(b) The estimated time required for the consultant to undertake the work involved shall be taken into account, as well as the current market rate for comparable work, if available;

(c) The remuneration to be paid shall be the minimum amount necessary to obtain the services required by the Authority. The level of expertise of the consultant must be appropriate to the importance of the services to be performed.

17. The total remuneration payable to a consultant by the Authority shall be specified in the special service agreement in gross terms, i.e., before tax. The Authority shall not be responsible for the payment of any taxes due on the remuneration paid to the consultant by the Authority for his or her services. The payment of any taxes for which the consultant is liable shall be the sole responsibility of the consultant. Consultants shall not be entitled to reimbursement of such taxes nor to any benefit, payment or subsidy which is not expressly provided for in the special service agreement under which they are engaged.

18. The remuneration of a consultant is normally paid in a lump sum on satisfactory completion of the services described in the special service agreement. Subject to the provisions of financial rule 110.23 on advance payments, such remuneration may be paid in instalments, in accordance with a schedule of payment linked to the completion of specific phases of the service and expressly set out in the agreement. Each payment to a consultant shall require certification by, or on behalf of, the head of the department or office to which the service is provided that the appropriate phase of the service as described in the agreement has been completely satisfactorily. No remuneration shall be paid if the consultant fails to complete the service specified in the agreement to the satisfaction of the Authority.

19. Individuals invited as participants in advisory meetings shall receive no honorarium, fee or other remuneration for their participation in such meetings but they may be paid travel expenses, including a travel subsistence allowance in accordance with the provisions of paragraph 21 below.

K. Currency of payment

20. The currency of payment shall be specified in the special service agreement. Consultants who are not required by the Authority to travel outside the country of their usual residence shall normally be paid in the currency of that country. Those who are required to travel outside the country of their usual residence may, in addition to receiving subsistence allowance, receive their remuneration in another currency when appropriate.

L. Travel

21. If consultants or participants in advisory meetings are required by the Authority to travel beyond commuting distance from their usual place of residence, such travel at the expense of the Authority shall be governed by conditions equivalent to the relevant provisions of the Staff Rules of the Authority concerning the travel of staff members. Such travel shall be at the least costly airfare structure regularly available or its equivalent when by air, unless a higher standard is approved in advance by, or on behalf of, the Secretary-General, and first class by rail. Participants in an advisory meeting who reside at the place of the meeting shall receive a daily subsistence allowance at one fifth of the usual rate for each full day of attendance to cover the incidental expenses.

M. Service-incurred death, injury or illness

22. A consultant engaged under a special service agreement who is authorized to travel at Authority expense or who is required under the agreement to perform his or her services in a special service agreement in the event of death, injury or illness attributable to the performance of services on behalf of the Authority while in travel status or while working in an office of the Authority on official Authority business to compensation equivalent to the compensation which would be payable under Appendix D to the Staff Rules of the Authority (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend. 1) to a staff member at step V of the First Officer (P-4) level of the Professional category.

23. A participant in an advisory meeting, or his or her dependents as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of the Authority to compensation in accordance with the Rules of the United Nations governing compensation to members of Commissions, Committees or similar bodies in the event of death, injury or illness attributable to service with the United Nations (ST/SGB/103/Rev.1).

N. Medical clearance

24. Consultants normally need no medical examination before being engaged. However, a consultant who is expected to work in any office of the Authority shall be required to complete a statement of good health. Consultants may not be authorized to travel outside the country of their normal residence at the expense of the Authority unless the individual concerned submits a statement from a recognized physician certifying that the individual is in good health, is fit to travel and has had the required inoculations for the country or countries to which the individual is to travel.

25. In issuing invitations to participants in advisory meetings, the Authority assumes that the individual concerned is in good health and has no illness or disability that might prevent the individual concerned from traveling to or participating in the meeting as required by the Authority. It is the responsibility of the participant in an advisory meeting to inform the Authority of any such health impediment prior to accepting the invitation.

O. Insurance

26. The Authority accepts no responsibility for the death, illness or injury of any consultant or participant in an advisory meeting which is not attributable to the performance of services on behalf of the Authority. Consultants and participants in advisory meetings are fully responsible for any expenses incurred as a result of such events and for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the Authority as they consider appropriate. Consultants and participants in advisory meetings are not eligible to participate in the life or health insurance schemes available to Authority staff members. The responsibility of the Authority is limited solely to the payment of compensation under the conditions described in paragraph 22 and 23 above.

P. Leave

27. A consultant engaged under a special service agreement is not entitled to annual leave or sick leave.

Q. Termination of contract

28. The special service agreement of a consultant may be terminated either by the consultant or by the Authority before the expiry date of the agreement by the party wishing to terminate the agreement giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.

29. In the event of a special service agreement being terminated prior to its due expiry date in this way, the consultant shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the Authority. Additional costs incurred by the Authority, resulting from the termination of the special service agreement by the consultant may be withheld from any amount otherwise due to the consultant from the Authority.

R. Settlement of disputes

30. In the event of any dispute arising out of, or in connection with, this contract, attempts should be made to settle the dispute by negotiation. If a settlement cannot be achieved in this way, the dispute shall be submitted to arbitration by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within 30 days of the request for arbitration, each party shall appoint an arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement the President of the United Nations Administrative Tribunal shall be requested to appoint the third arbitrator. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

CONDITIONS OF SERVICE — INSTITUTIONAL CONTRACTOR

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent Contractor. Agents or employees of the Contractor shall not be considered in any respect as being officials or staff members of the International Seabed Authority (“ISA”).

2. OBLIGATIONS

The Contractor shall neither seek nor accept instructions from any authority external to ISA in connection with the performance of its services under this contract. The Contractor shall refrain from any action which may adversely affect ISA and shall fulfil its commitments with fullest regard for the interest of ISA. The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with ISA. Also the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of ISA or any abbreviation of the name of ISA in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to ISA or any information known to them by reason of their association with ISA which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall Contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with ISA.

3. TITLE RIGHTS

(a) ISA shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to ISA by the Contractor. At the request of ISA, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to ISA in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by ISA shall rest with ISA and any such equipment shall be returned to ISA at the conclusion of this contract or when no longer needed by the Contractor. Such equipment, when returned to ISA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Contractor shall be compensated on a pro rata basis for no more than the actual amount of the work performed to the satisfaction of ISA. Additional costs incurred by ISA resulting from the termination of the Contract by the Contractor may be withheld from any amount otherwise due to the Contractor from ISA.

5. ASSIGNMENT OF PERSONNEL

The Contractor shall not assign any person other than those accepted by ISA for work performed under this Contract.

6. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, ISA, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or his employees or sub-Contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the Contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of Contractor's acts or omissions related to this Contract. The Contractor shall upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with ISA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

7. PRIVILEGES AND IMMUNITIES OF ISA

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of ISA.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between ISA and the Contractor. The Contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of ISA.

10. OFFICIALS NOT TO BENEFIT

The Contractor represents and warrants that no official to ISA has been, or shall be, admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

11. OTHER PROVISIONS:

CONDITIONS OF SERVICE — INDEPENDENT CONSULTANT

LEGAL STATUS AND OBLIGATIONS

1. Consultants engaged by the International Seabed Authority (“ISA”) serve in their personal capacity and not as representatives of a Government or of any authority external to ISA. The Consultant shall neither seek nor accept instructions regarding the consultancy services to be performed for ISA from any Government or from any authority external to ISA.
2. The Consultant shall have no authority to commit ISA in any way whatsoever and shall make this clear whenever circumstances warrant.
3. During the period of service the Consultant shall devote the whole of his or her time and attention to the performance of the consultancy services and shall at all times act with due diligence and efficiency and in accordance with the agreed terms of reference. The Consultant may not engage in any activity that is incompatible with the discharge of the Consultant’s duties with ISA. Consultants are required to exercise the utmost discretion in all matters of official business of ISA.
4. After the termination of this agreement the Consultant shall continue to cooperate with ISA to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by the Consultant.
5. The Consultant may not communicate at any time to any other person, Government or authority external to ISA, any confidential information which has not been made public, except in the course of the Consultant’s duties or by authorization of the Secretary-General; nor shall the Consultant at any time use such information to private advantage. These obligations do not lapse upon termination of the agreement with ISA.
6. Confidential Information means information that
 - (a) is by its nature confidential;
 - (b) is designated by ISA as confidential;
 - (c) the Consultant knows or ought to know is confidential;but does not include information which:
 - (d) is or becomes public knowledge other than by breach of this contract;
 - (e) is in the possession of the Consultant without restriction to disclosure before the date of receipt from ISA;
 - (f) has been independently developed or acquired by the Consultant.
7. ISA may at any time require the Consultant to give a written undertaking, in a form required by ISA, relating to the non-disclosure of Confidential Information. The Consultant shall promptly arrange for all such undertakings to be given.

TITLE RIGHTS

8. The ISA shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct

relation to or is made in consequence of, the services provided to ISA by the Consultant. At the request of ISA, the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to ISA in compliance with the requirements of the applicable law.

9. All reports, notes, drawings, specifications, statistics, plans and other documents and data compiled or made by the Consultant while performing the consultancy services shall be the property of ISA and upon termination of the engagement shall be disposed of as ISA may direct. ISA may make such use of the material provided as it deems necessary and may amend, modify, revise or otherwise deal with the material.

TERMINATION

10. This Agreement may be terminated by either party before the expiry date of the Agreement by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

11. In the event of the Agreement being terminated prior to its due expiry date in this way, the Consultant shall be compensated on a pro rata basis for no more than the actual amount of the work performed to the satisfaction of ISA. Additional costs incurred by ISA resulting from the termination of the Agreement by the Consultant may be withheld from any amount otherwise due to the Consultant from ISA.

TRAVEL

12. If Consultants are required by ISA to travel beyond commuting distance from their usual place of residence, such travel shall normally be at the least costly airfare structure regularly available, or its equivalent when by air, unless a higher standard is approved in advance by or on behalf of, the Secretary-General, and first class by rail.

INSURANCE

13. All medical and insurance costs shall be borne by the Consultant. ISA shall be under no liability in respect of medical expenses and insurance costs. The Consultant is not eligible to participate in the life or health insurance schemes available to the staff of ISA.

DEATH, INJURY OR ILLNESS

14. Consultants who are authorized to travel at the expense of ISA and who are required to perform their services at the headquarters of ISA, or their dependants, as appropriate, shall be entitled, in the event of death, injury or illness attributable to the performance of services on behalf of ISA, while in travel status or while working at the headquarters of ISA, to compensation equivalent to the compensation

which would be payable to a staff member under Appendix D to the Staff Rules of the United Nations (ST/SGB/Staff Rules Appendix D/Rev.1).

INDEMNITY

15. The Consultant shall at all times indemnify and hold harmless ISA, its officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss (including legal costs and expenses) or liability, reasonably incurred or suffered by any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Consultant in connection with the consultancy services. The Consultant’s liability to indemnify ISA shall be reduced proportionately to the extent that any act of omission of ISA or its officers, employees or agents contributed to the loss or liability. This indemnity shall survive the expiration or termination of this Agreement.

PRIVILEGES AND IMMUNITIES OF ISA

16. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the ISA.

ARBITRATION

17. Any dispute arising out of, or in connection with this Agreement shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in Jamaica by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators shall agree on a third. Failing such agreement, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

TAXATION

18. ISA undertakes no liability for taxes, duty or other contribution payable by the Consultant, on payments made under this agreement. No statement of earnings will be issued by ISA to the Consultant.

OTHER PROVISIONS:

(Signed) Satya Nandan
Secretary-General
10 February 2003