

# **Agreement between the United Nations and the International Seabed Authority**

## **Extending the competence of the United Nations Appeals Tribunal to the International Seabed Authority with respect to applications alleging non-compliance with the terms of appointment or contracts of employment of staff members of the International Seabed Authority**

Whereas, the International Seabed Authority is an international organization or entity established by a treaty and participating in the common system of conditions of service;

Whereas, the International Seabed Authority utilizes a neutral first instance process that includes a written record and a written decision providing reasons, fact and law;

Now, therefore, the International Seabed Authority and the United Nations, hereinafter referred to as the “Parties”, where appropriate, have agreed as follows:

### **Article 1**

As soon as feasible following the conclusion of this Agreement, the International Seabed Authority (hereinafter referred to as the “Authority”) shall promulgate amendments to its Staff Regulations recognizing the competence of the United Nations Appeals Tribunal (hereinafter referred to as the “Appeals Tribunal”).

### **Article 2**

1. The Appeals Tribunal shall be competent to hear and pass judgement on an application filed by staff members of the Authority:

(a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms “contract” and “terms of appointment” include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance;

(b) To appeal an administrative decision imposing a disciplinary measure.

2. Such application may be filed by:

(a) Any staff member of the Authority;

(b) Any former staff member of the Authority;

(c) Any person making claims in the name of an incapacitated or deceased staff member of the Authority.

3. In the event of a dispute as to whether the Appeals Tribunal has competence, the matter shall be settled by the decision of the Appeals Tribunal.

4. The Appeals Tribunal shall be competent to deal with an application notwithstanding that the cause of complaint may have arisen prior to the operative date of this Agreement. For the purposes of determining the receivability of an application pursuant to article 7 of the Statute of the

Appeals Tribunal, an application shall be receivable if filed within 90 calendar days of receipt of the decision by the Secretary-General of the Authority.

5. An application shall not be receivable unless the person concerned has previously submitted the dispute to the neutral first instance process provided for in the Staff Regulations of the Authority and the latter has communicated its opinion to the Secretary-General, except where the Secretary-General and the applicant have agreed to submit the application directly to the Appeals Tribunal.

6. For the purposes of this Agreement, references to the Secretary-General contained in article 9 of the Statute of the Appeals Tribunal shall be deemed to refer to the Secretary-General of the Authority.

7. In the event that the Appeals Tribunal receives an application which the neutral first instance process considers devoid of merit or frivolous, the Appeals Tribunal may award costs against the applicant, in accordance with article 9, paragraph 2, of its Statute.

### **Article 3**

1. In accordance with article 10 of the Statute of the Appeals Tribunal, the judgements of the Tribunal shall be final and without appeal, subject to the provisions of article 11 of the Statute.

2. The Authority shall be bound by the judgements of the Appeals Tribunal and be responsible for the payment of any compensation awarded by the Appeals Tribunal in respect of its own staff members.

3. The Authority shall be responsible for the payment of a flat fee of 9,600 United States dollars per case, which will be charged by invoice at the time of submission of the case to the Appeals Tribunal. Payment shall be made by the Authority in a single instalment within thirty (30) days from the receipt of the invoice to the following United Nations bank account:

Bank Name:	JP Morgan Chase Bank (formerly Chase Manhattan Bank) International Agencies Banking
Bank Address:	1166 Avenue of the Americas, 16th Floor, New York, NY 10036-2708
Account Number:	485-0019-69
Swift:	CHASUS33
ABA:	021-000-021
Account Title:	United Nations General Trust Fund
Beneficiary:	United Nations Office of Administration of Justice
Currency:	United States dollars

4. This flat fee of the cost per case shall be reviewed by the United Nations and may be adjusted by mutual agreement of the Parties at the end of 2011, and thereafter biennial, to ensure accurate reimbursement for the services rendered.

### **Article 4**

1. The administrative arrangements necessary for the functioning of the Appeals Tribunal with respect to cases arising under this agreement shall be made by the Secretary-General of the United Nations, in consultation with the Secretary-General of the Authority. Should the President of the Appeals Tribunal designate the headquarters of the Authority as the place for

convening a session of the Appeals Tribunal for the purpose of considering a case or a group of cases arising pursuant to this agreement, the Authority shall provide the premises, arrangements and facilities for the session free of charge to the United Nations.

2. Expenses not already covered by the flat fee set out in article 3, paragraph 3, of this agreement, which may be incurred in connection with the proceedings of the Appeals Tribunal specially required for dealing with cases arising under this agreement, shall be borne by the Authority. Such expenses would include the travel and related costs for staff under article 5, paragraph 1, of the Statute, or for witnesses. Before incurring the additional expenses, the Registrar of the Appeals Tribunal shall inform the Secretary-General of the Authority of an estimate of the additional expenses and the reasons for incurring them, as well as the possibility of alternative arrangements.

#### **Article 5**

1. The effective date of this Agreement shall be 1 July 2009.
2. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.
3. This Agreement may be amended by written consent of the Parties.
4. Each Party may terminate this Agreement for cause by giving six months' written notice.

This Agreement has been duly signed in duplicate in two originals in the English and French languages on the date appearing under the signatures.

For the United Nations:  
Authority:

For the International Seabed

**BAN** Ki-moon  
Secretary-General

**Nii Allotey Odunton**  
Secretary-General