

Secretariat

24 July 2020

# Administrative instruction

# Internship programme of the International Seabed Authority

The Secretary-General, with a view to establishing the conditions and procedures for the selection and engagement of interns at the International Seabed Authority, promulgates the following:

#### Section 1

#### Purpose of the internship programme

1.1 The purpose of the Authority's internship programme is twofold: (a) to provide a framework through which students, junior researchers and young government officials from diverse academic backgrounds gain exposure to the work and functions of the Authority to enhance their educational experience and/or gain experience in the work of the Authority; and (b) to enable the Authority to benefit from the assistance of qualified students, junior researchers and young government officials specialized in various skills within the scope of activities of the Authority.

1.2 Interns are expected to be able to contribute to the work of the Authority in fields relevant to its role and functions as set out in the United Nations Convention on the Law of the Sea and the 1994 Agreement relating to the Implementation of Part XI of the Convention, as well as the fulfilment of its strategic directions as outlined in the strategic plan (see ISBA/24/A/10) and the high-level action plan of the Authority for the period 2019–2023 (see ISBA/25/A/15 and ISBA/25/A/15/Corr.1). Accordingly, interns can be selected to develop their skills in the law of the sea, public international law, law and practice of international organizations, international environmental law, mining law, ocean policy, blue economy policy, oceanography, marine science, engineering, data management, resource economics, communications and outreach, graphic design, publications, library science, translation and a range of conference and administrative services.

# Section 2

# Structure of the programme

2.1 The Authority accepts interns on a limited basis, depending on the specific needs of respective offices and their capacity to effectively support and supervise the interns.

2.2 The secretariat will define, on a yearly basis, a plan identifying the type, nature, number and suggested period for the conduct of internships, by office.





2.3 The selection and recruitment procedure will, consequently, be on an ongoing basis, and each intern will carry out the assignments under the supervision of a designated staff member of the Authority.

#### Section 3 Eligibility

3.1 The programme is open to students and young government officials and professionals specializing in the fields listed in paragraph 1.2 above and categorized as follows:

Policy/regulatory framework	Law of the sea, public international law, law and practice of international organizations, international environmental law, mining law, ocean policy, blue economy policy, capacity development, capacity- building and training
Environmental and ocean science management	Oceanography (geological and biological oceanography), marine environmental sciences, engineering, data management, resource economics
Communications and outreach	Communications, advocacy, graphic design, video editing and film-making, copy editing, data visualization
Conference and administrative services	Organization of meetings and workshops, documentation, library, human resources, budgetary and financial matters
Contract management	Exploration and mining contracts management, mining registry administration, mining inspection, compliance reporting

3.2 Student applicants to the Authority's internship programme must, at the time of application, meet one of the following requirements:

(a) Be enrolled in a graduate school programme (second university degree or equivalent, or higher);

(b) Be enrolled in the final academic year of a first university degree programme (minimum bachelor's level or equivalent);

(c) Have graduated with a university degree (as defined in section 3.2 (a) and (b) above) and, if selected, must commence the internship within one year of graduation, as provided for in section 6.5 of the present instruction;

(d) Be part of a work or study programme with an educational institution at the tertiary level that has an agreement with the Authority.

3.3 Junior researchers and young government officials and professionals must have a university degree.

3.4 All applicants to the Authority's internship programme should meet the following requirements:

(a) Normally not be more than 30 years of age;

(b) Have a nationality of a State member of the Authority;

(c) Have a good command of one of the working languages of the Authority (English and French);

(d) Have an interest in one of the areas listed in sections 1.2 and 3.1 above.

#### Section 4 Terms of the internship programme

4.1 The minimum duration of an internship is one month. This period can be extended for up to a total period of six months.

4.2 Interns are expected to work on a full-time basis in the office assigned, under the supervision of a staff member at an appropriate level.

4.3 Internships may be undertaken on the basis of flexible working arrangements if the intern agrees to work the equivalent of at least two months on a full-time basis in order to receive recognition of service as an intern. An internship under such arrangements must be completed within a six-month period. A record of attendance shall be maintained in order to ensure that the intern meets this requirement.

#### Section 5 Status

5.1 Interns are considered gratis personnel. They are not staff members and are therefore not entitled to privileges and immunities extended by the host country to staff members of the Authority.

5.2 Interns shall not be sought or accepted as substitutes for staff to be recruited against posts authorized for the implementation of mandated programmes and activities. Interns shall not represent the Authority in any official capacity, do not perform supervisory functions and must not exercise certifying or approving authority.

5.3 Interns may not apply for or be appointed to any position in the Professional and higher categories during the period of their internship and for the six months immediately following the expiration date thereof.

5.4 Interns shall not represent any other entity during the time of their internship with the Authority.

#### Section 6

#### Application, selection and commencement

6.1 Openings for internships shall be published on the secretariat's talent management portal and the official website of the Authority, preferably six months, and at least three months, before the intended period of internship identified in the yearly plan.

6.2 Applications must be submitted in accordance with the yearly internship planning maintained by the secretariat, as well as the terms of reference and instructions set out in the opening, including use of the electronic platform provided for this purpose.

6.3 In the case of applicants nominated by a Government, a research institution or university and other institution, a letter of recommendation should be attached to the application and sent to careers@isa.org.jm.

6.4 Interns should be selected by the heads of the relevant offices or one of their representatives with due consideration for geographical and gender representation.

6.5 Once selected, interns must commence the internship within a period of six months. Applicants who are unable to commence the internship within six months shall not be accepted.

6.6 Interns can begin their internship only after they have agreed to the terms and conditions governing Authority internships, by signing the acceptance and undertaking letter as set out in the annex to the present instruction.

#### Section 7

#### Responsibilities and obligations of receiving offices and supervisors

7.1 All offices within the Authority are expected to provide the Office of Administrative Services with a tentative plan identifying, for the entire year, the type, nature, number and suggested periods of proposed internships.

7.2 All offices within the Authority are responsible for developing, in close collaboration with the Human Resources Officer, the terms of reference of the internship to be advertised.

7.3 The Director of the receiving office should designate a staff member at an appropriate level as supervisor for the intern.

7.4 The receiving office and supervisor shall seek to create a working environment conducive to interns' substantive learning and professional development, liaising with the relevant offices as required. They should:

(a) Make all necessary physical support provisions to enable the intern to undertake the designated activities effectively, including office space, office equipment and supplies, as well as computer and local area network access to the degree required;

(b) Seek to ensure that intern assignments are at the appropriate level of complexity and variety;

(c) Develop, in line with the terms of reference used for the selection, a clear programme of work with identified outputs for the length of the internship;

(d) Provide constructive feedback regarding performance;

(e) Ensure that an intern does not undertake official travel on behalf of the Authority in the performance of the internship.

7.5 Prepare a summary report of the work undertaken by the interns, on the basis of a standardized template to be developed by the secretariat, during their time within the secretariat. The summary report will be shared with the countries of nationality by the Executive Office of the Secretary-General.

#### Section 8

#### **Responsibilities and obligations of interns**

8.1 Interns shall:

(a) Report to the Human Resources Officer, with whom the intern will undergo a briefing and complete onboarding procedures;

(b) Observe all applicable rules, regulations, instructions, procedures and directives of the Authority notwithstanding their status, as described in section 5 of the present instruction;

(c) Provide the receiving offices with a copy of all materials prepared by them during the internship. The Authority shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material that bears a direct relation to, or is made in consequence of, the services provided under the internship. At the request of the Authority, the interns shall assist in securing such property rights and transferring them to the Authority in compliance with the requirements of the applicable law; (d) Respect the impartiality and independence required of the Authority and of the receiving office and shall not seek or accept instructions regarding the services performed under the internship programme from any Government or from any authority external to the Authority;

(e) Not disclose, during and even after the termination of the internship at the Authority, any industrial secret, proprietary data that are transferred to the Authority in accordance with article 14 of annex III to the Convention or any other confidential information coming to their knowledge by reason of their internship at the Authority;

(f) Refrain from any conduct that would adversely reflect on the Authority or on the receiving office and shall not engage in any activity that is incompatible with the aims and objectives of the Authority;

(g) Unless otherwise authorized by the appropriate official in the receiving department or office, they may not communicate at any time to the media or to any institution, person, Government or any other external party any information that has become known to them by reason of their association with the Authority or the receiving department or office and that they know or ought to have known has not been made public. They may not use any such information without the written authorization of the appropriate official, and such information may never be used for personal gain. These obligations also apply after the end of the internship;

(h) Provide notice to the supervisor and the Office of Administrative Services in case of absence due to illness or other unavoidable circumstance that might prevent the intern from fulfilling the obligations;

(i) Comply with local laws and customs;

(j) Submit an internship report upon completion of the internship and before departure from Kingston.

8.2 Failure to comply with the requirements in section 8.1, as well as those contained in the acceptance and undertaking letter, may result in the immediate termination of the internship by the Authority without any compensation.

#### Section 9

#### Conditions of the internship

9.1 Interns are responsible for arranging their travel to and from Kingston, as well as accommodation and travel in Kingston.

9.2 The Authority will coordinate with the relevant government authorities in Jamaica for the intern's visa application(s) for entry and/or residence permit. Should a transit visa or transit visas be required from the intern's point of departure to Jamaica, the Authority will assist with the intern's application by providing the required invitation letters.

9.3 Interns are not financially remunerated by the Authority. Costs and arrangements for travel, visas, accommodation and living expenses are the responsibility of interns or their sponsoring institutions.

9.4 In some cases, when the Authority has been able to secure financial support from donors, and under specific conditions, financial assistance can be provided to selected interns to cover some or all costs associated with the internship. However, no remuneration will be provided.

9.5 In any case, the Authority accepts no responsibility for the medical insurance of the intern or costs arising from injury, illness or death that may occur during an internship. Applicants for internship must show proof of valid medical insurance

coverage to cover the full period of the internship at the duty station and provide a medical certificate of good health prior to the commencement of the internship.

9.6 The Authority accepts no responsibility for loss or damage to personal effects that may occur during the internship.

#### Section 10 Third-party claims

The Authority is not responsible for any claims by any parties where the loss of or damage to their property, death or personal injury was caused by the actions or omission by the interns during their internship.

#### Section 11 Certificates

11.1 Upon successful completion of the internship and confirmation that all administrative matters have been satisfactorily settled, interns receive a certificate. The certificate will, inter alia, state the period of internship, give examples of the allocated tasks and evaluate the intern's performance.

11.2 A copy of the certificate and report will be shared with the countries of nationality by the Executive Office of the Secretary-General.

#### Section 12

#### **Termination of internship**

The Authority may terminate the internship at any time without giving the reason and without any compensation.

# Section 13

### Partnership agreement

The Authority may enter into partnership agreements or conclude memorandums of understanding or similar agreements with Governments and academic institutions with respect to internship programmes. If there is any discrepancy between the provisions of the present administrative instruction and the provisions of such partnership agreement, the provisions of the partnership agreement will prevail.

#### Section 14 Settlement of dispute

Any dispute arising from the internship should be settled by amicable negotiation between the intern and the Authority or through conciliation.

#### Section 15 Final provisions

The present administrative instruction shall take effect from the date of its issuance and remain effective until further notice. Administrative instruction ISBA/ST/AI/2014/01 is hereby withdrawn.

(Signed) Michael W. Lodge Secretary-General

# Annex

# Internship programme

Acceptance and undertaking letter

# I. General acceptance and undertaking

1. I accept the internship, which has been awarded to me by the International Seabed Authority, and understand the status of the interns and conditions of internship as set out respectively in sections 5 and 9 of the Authority's administrative instruction on the internship programme (ISBA/ST/AI/2020/7).

2. I undertake to comply with the responsibilities and obligations of interns as set out in section 8 of the aforementioned administrative instruction.

3. I understand that the Authority is not responsible for any claims by any parties where the loss of or damage to their property, death or personal injury was caused by the actions or omissions of the intern during the internship.

4. I also understand that the Authority may terminate the internship at any time without giving the reason and without any compensation.

5. I further understand that any dispute arising from the internship should be settled by friendly negotiation between the intern and the Authority or through conciliation.

# **II. Declaration of confidentiality**

6. I understand that during the discharge of my duties at the Authority, I may handle and have access to confidential data and information, including in the form of contracts, maps, reports, diagrams, correspondence, faxes, email, data and computer programs which are submitted or transferred to the Authority pursuant to the rules, regulations and procedures of the Authority or to a contract issued under the Authority's regulations on prospecting and exploration.

7. I acknowledge that I have a legal obligation not to disclose any such information or data to any State, or natural or juridical person.

8. I agree to comply with the Authority's applicable rules, regulations and procedures established to ensure the confidentiality of such data and information.

9. In the discharge of my duties, I commit not to seek or receive instructions from any Government or from other sources external to the Authority. I shall be responsible only to the Authority. I understand that any violation of responsibilities will be submitted to the appropriate tribunal as provided in the rules, regulations and procedures of the Authority and that all parties affected by violations of my obligations, including States parties or a natural or juridical person, sponsored by a State party as provided in article 153, paragraph 2 (b), of the United Nations Convention on the Law of the Sea of 10 December 1982 ("the Convention") shall have the right to take part in the proceedings.

10. I solemnly declare that I have no financial interest in any activity relating to exploration and exploitation in the Area.

11. I agree not to disclose, even after the termination of my work with the Authority, any industrial secret, proprietary data which are transferred to the Authority in

accordance with article 14 of annex III to the Convention or any other confidential information coming to my knowledge by reason of my work with the Authority.

# III. By signing this letter, I commit to abiding by the requirements relating to general obligations and responsibilities of the intern and those relating to confidentiality of the data and information.

Printed name of intern

Signature of intern

Date