



MEMORANDUM OF UNDERSTANDING
(HEREAFTER REFERRED TO AS MoU)
BETWEEN THE INTERNATIONAL SEABED AUTHORITY
AND THE [COUNTRY/DONOR]
CONCERNING THE PROVISION OF
SENIOR PROFESSIONAL OFFICERS (SPOs)

Article 1

The [Country/Donor] undertakes to provide Senior Professional Officers (SPOs) in connection with the activities of the International Seabed Authority (ISA) in accordance with the following principles:

- (a) SPOs shall be provided in response to specific requests from ISA, and shall be assigned to assist experts of ISA;
- (b) The final decision regarding the assignment of SPOs shall rest with ISA;
- (c) SPOs shall, for the duration of their assignment to ISA, be subject, as international civil servants, to the rules and regulations of ISA, as set forth in their letters of appointment which will be issued by ISA;
- (d) As ISA staff members, SPOs shall be subject to the authority of the Secretary- General of ISA, and shall be responsible to him/her in the exercise of their duties. SPOs shall not seek or accept instructions concerning the performance of their duties from any government, including their own, or from any other authority outside the Organization;
- (e) The [Country/Donor] shall be responsible for all identifiable costs pertaining to the employment of each SPO.

Article 2

ISA undertakes to submit to the [Country/Donor] requests for SPOs for which, in the opinion of ISA, suitable candidates may be found in the [Country/Donor]. Each request shall normally be in the form of a job description, which shall be forwarded to all countries participating in the ISA's SPO Programme.

Article 3

The [Country/Donor], although not committed to the provision of any specific number of SPOs 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 ISA of the results within a reasonable period of time.

Article 4

Each SPO shall normally be assigned for an initial period of no less than 365 days but this period of service may be extended by ISA in agreement with the [Country/Donor].

Article 5

The [Country/Donor] shall provide ISA with funds to meet all identifiable costs resulting from the employment of SPOs under this MOU and will, on an annual basis, deposit a sum for this purpose in an account designated by ISA. Such deposit shall be in freely convertible currency. Prior to the appointment of a SPO or the extension of his/her assignment, an estimate of costs shall be sent to the [Country/Donor]. No appointment shall be made until after the [Country/Donor] has acknowledged the receipt of the estimate and unless the costs thus estimated are covered by the amount deposited by the [Country/Donor]. 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 [Country/Donor] 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

ISA shall from the account referred to in Article 5 hereof meet all expenses connected with the assignment of the SPOs 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 [Country/Donor];
- (d) Travel to and from the duty station for dependents and related costs and allowances;
- (e) Insurance of the SPO 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 ISA Staff Regulations and Rules and/or the terms of appointment of the SPOs;
- (g) Fourteen per cent or such greater percentage as may subsequently be agreed to cover administrative expenses for ISA's SPO trust accounts of the total identifiable costs.

Article 7

Annually, as soon as audited accounts are available, and not later than 30 June, ISA, in accordance with its Financial Regulations and Rules, will submit to the [Country/Donor] a statement of the financial position of the account referred to in Article 5 hereof as at 31 December of the preceding year.

Article 8

On termination of the MOU, ISA will refund to the [Country/donor] any uncommitted credit balance remaining in the trust fund account referred to in Article 5 hereof and the [country/donor] will remit any amount due pursuant to Article 6 above.

Article 9

In a Letter of Appointment to be given to the SPO, ISA will describe the conditions of service in full detail.

Article 10

This MOU shall enter into force on the day of its signature by authorized representatives of the [Country/Donor] and ISA.

Article 11

This MOU shall remain in force until terminated by the giving of three months' notice in writing, either by ISA or the [Country/Donor]. Notwithstanding such termination, the obligations of ISA and of the [Country/Donor] shall continue for the duration of any subsisting SPO appointment made pursuant to this MOU.

Article 12

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of ISA, including its subsidiary organs, or of the [Country/Donor].

IN WITNESS THEREOF the respective representatives of ISA and of the [Country/Donor] have signed this MOU on day of signature.

FOR
THE INTERNATIONAL SEABED AUTHORITY

FOR
[COUNTRY/DONOR]

Date: _____

Date: _____