Guidelines on external staff in emergencies

Standby Arrangements

For every child
Health, Education, Equality, Protection
ADVANCE HUMANITY
## Acronyms and terminology

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>AUSTCARE</td>
<td>UNICEF Standby Partner</td>
</tr>
<tr>
<td>CANADEM</td>
<td>UNICEF Standby Partner</td>
</tr>
<tr>
<td>CO</td>
<td>UNICEF Country Office</td>
</tr>
<tr>
<td>DRC</td>
<td>Danish Refugee Council (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>DSA</td>
<td>Daily Subsistence Allowance</td>
</tr>
<tr>
<td>EMOPS</td>
<td>UNICEF Office of Emergency Programmes</td>
</tr>
<tr>
<td>ICRU</td>
<td>Icelandic Crisis Response Unit (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>In-kind</td>
<td>Services at no cost to UNICEF</td>
</tr>
<tr>
<td>NCA</td>
<td>Norwegian Church Aid (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>NRC</td>
<td>Norwegian Refugee Council (UNICEF Standby Partner)</td>
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<tr>
<td>OCHA</td>
<td>Office for the Coordination of Humanitarian Affairs</td>
</tr>
<tr>
<td>OPSCEN</td>
<td>UNICEF Operations Centre</td>
</tr>
<tr>
<td>PER</td>
<td>Performance Evaluation Report</td>
</tr>
<tr>
<td>RedR</td>
<td>Registered Engineers for Disaster Relief/Australia (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>RO</td>
<td>UNICEF Regional Office</td>
</tr>
<tr>
<td>R&amp;R</td>
<td>Rest and Recuperation</td>
</tr>
<tr>
<td>SDC</td>
<td>Swiss Agency for Development Cooperation (UNICEF Standby Partner)</td>
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<tr>
<td>Secondee</td>
<td>Standby Personnel</td>
</tr>
<tr>
<td>SRSA</td>
<td>Swedish Rescue Service Agency (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>TSF</td>
<td>Telecoms Sans Frontières (UNICEF Standby Partner)</td>
</tr>
<tr>
<td>TOR</td>
<td>Terms of Reference</td>
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<tr>
<td>UNDSS</td>
<td>United Nations Department for Safety and Security</td>
</tr>
<tr>
<td>UNHCR</td>
<td>United Nations High Commissioner for Refugees</td>
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<tr>
<td>WFP</td>
<td>World Food Programme</td>
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Responding to humanitarian crises remains a challenge to all of us. Although man-made crises have decreased in recent years, the number and scale of natural disasters has increased. In addition, natural disasters often hit the poorest and most marginalized the hardest. Coping with an emergency, no matter how big or small, requires immediate response and qualified staff. It is therefore essential to have a staff mobilization plan as part of your country or regional preparedness plan.

Obviously the most effective first response in any emergency is the use of staff, supplies and cash already available within the country. As a second priority, UNICEF can mobilize staff from other field offices and from external partners. In this respect, an excellent potential source of qualified short-term staff can come from our Standby Arrangements. Through these arrangements additional pre-screened staff can be provided quickly through simplified procedures and often at almost no cost.  

These arrangements are increasingly strengthening UNICEF’s humanitarian action on the ground. This is evident from the greater number of seconded personnel being used by country and regional offices. The use of Standby Personnel has provided UNICEF with expertise and experience in a wide range of technical and operational areas. However, the pool of qualified Standby Personnel is limited and is subject to requests from many organizations. Therefore, the speed with which UNICEF makes a specific request, in particular at the onset of a major emergency, is critical.

I encourage you to explore this useful mechanism and to take advantage of its benefits.

Daniel Toole
Director, UNICEF EMOPS

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1 Please see the “Emergency Field Handbook” and its Human Resources chapter for general guidance regarding staff mobilization at the onset of an emergency, including Standby Arrangements.
“UNICEF’s operations in the Aceh province have gained much from Standby Arrangements in relation to the Tsunami crisis: they have been very useful in providing highly skilled experts in, for instance, health, telecom and WES. All the Standby Staff were deployed rapidly with very little effort from the UNICEF offices here.”

Edouard Beigbeder,
Chief of UNICEF Field Office
UNICEF Banda Aceh
1. Mobilizing additional human resources in emergencies

UNICEF field offices working in emergencies often need additional staff. There are various options for mobilizing human resources. First, a number of internal solutions should be sought, such as redeployment of existing in-country staff, assistance from the Regional Office or from the Emergency Response Team. When these options are not enough, the field office can seek additional assistance through UNICEF’s Standby Arrangements.

These guidelines can be used as a reference tool for quick practical information on how, when and where to request assistance from the Standby Partners. The guidelines also explain terms and conditions and outline the administrative and financial responsibilities of a UNICEF office receiving personnel via Standby Arrangements. We hope that this information is useful and will help UNICEF offices get the right, additional staff, on time!
“I have worked with Standby Staff in many different emergencies and they have always been a great asset to the team. In instances where there has been a problem, it has often been on the part of UNICEF, in the sense that the TORs were unclear. But overall I have a very positive experience and appreciate the high quality and timeliness with which these staff were deployed”.

Eric Laroche
Deputy Director, EMOPS
2. Introducing Standby Arrangements

Standby Arrangements is a collective term of a global system, complementing UNICEF staffing in emergencies. Standby Arrangements include the signing of a general Standby Agreement between UNICEF and a number of external Standby Partners. This cooperation implies that staff in various areas can be made available to support UNICEF’s field offices operating in emergencies. Therefore, the value added of the Standby Arrangement system is that it enables UNICEF to deploy skilled and experienced professionals rapidly, almost free of charge and with only limited effort from the requesting office.

2.1. What are Standby Partners and Personnel?

**Standby Partner** is an organisation or entity which, having signed an Agreement with UNICEF, maintains a roster of emergency surge capacity personnel, which can be deployed upon request to enhance UNICEF’s response to humanitarian crises. The group of Standby Partners comprises NGOs, governmental agencies and private companies, based in several countries; e.g. Australia (RedR, AUSTCARE), Canada (CANADEM), Denmark (DRC), France (TSF), Iceland (ICRU), Norway (NRC, NCA), Sweden (SRSA) and Switzerland (SDC) etc.

In the deployment process, the relevant Standby Partner handles most formalities and practical arrangements including selection of candidates, briefing, contracts, transport to and from the country of deployment, insurance and vaccinations. UNICEF’s Standby Partners have similar arrangements with other organisations such as UNHCR, OCHA and WFP.

**Standby Personnel** (also known as Standby Staff or Secondees) are members of rosters maintained by the Standby Partners. Most people on the roster have a job in their home country, but can take leave on short notice to join UNICEF in an emergency operation. During the period of deployment, Standby Personnel are employed by the Standby Partner and seconded to UNICEF as in-kind contributions to undertake short-term assignments. Standby Personnel are usually deployed for 3 to 6 months, although in some instances up to a year.

There are numerous professional posts that Standby Personnel
can be requested to fill, ranging from technicians, coordinators, or advisors in for example: education, water and sanitation, logistics, law, monitoring and evaluation, protection, engineers, IT and telecom, administration. Standby Personnel also have various language skills and can work under stressful conditions in difficult environments. In addition, most have international experience and some with UNICEF or another UN Agency. The Standby Staff are screened, interviewed and trained prior to deployment. During the period of a secondment, Standby Personnel have an “Expert on Mission” status. A comprehensive list of the professional profiles that can be requested from Standby Partners is available on UNICEF’s intranet site on Standby Arrangements.

In order to ensure the quality of Standby Staff seconded to UNICEF and other UN Agencies, evaluations must be carried out before the end of an assignment. These evaluations are made available to offices requesting the secondee’s assistance in the future.

2.2. How can Standby Personnel support UNICEF Offices?

An increased number of Standby Personnel has been deployed to UNICEF Country and Regional Offices in emergencies. Standby Personnel have proven to be cost-efficient, easy to administer, and can be rapidly deployed. They are made available to support programmes in humanitarian situations where specific tasks are assigned. Their capacities are best used when they are deployed in humanitarian emergencies and when there are specific tasks to be performed. While Standby Personnel may have programme knowledge and experience, they should be seen primarily as people with technical expertise who can enhance UNICEF’s capacity to assess needs, implement projects, and monitor and report.

See chapter 3 for further details.
Standby Personnel can be useful in the following ways:

- **Augment capacity for humanitarian action**: help Country and Regional Offices deal with increased workload, especially in acute emergencies, when the activity level is above normal;

- **Temporary gap-filling**: assist Country and Regional Offices meet interim human resource requirements until permanent staffing solutions are in place;

- **Rapid deployment**: allow field offices to rapidly deploy staff to the emergency area without having to go through extensive and time-consuming human resource processes (identification, selection, placement, etc.);

- **Expertise and experience**: help Country Offices by bringing-in experts for programme implementation;

- **Efficient use of resources**: save field offices money used for staff mobilization and allow them to use such resources for programme implementation.
2.3. Who to contact?

The focal point for Standby Arrangements is EMOPS Geneva, which manages the contacts with the Standby Partners for the activation of requests and subsequent handling of all operational issues (e.g. new assignments, extensions, etc). EMOPS Geneva will also put the point of contact in the duty station in touch with the relevant Standby Partner when it is time for the practical arrangements (e.g. security clearance, assistance with visa, pick-up at airport, booking of hotel, briefing at duty station etc), to be made.

<table>
<thead>
<tr>
<th>Points of Contact:</th>
<th>Contact Information:</th>
</tr>
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<tbody>
<tr>
<td>EMOPS Geneva (Tel +41 22 909 5602, Fax+41 22 909 5902)</td>
<td></td>
</tr>
<tr>
<td>Julien Temple:</td>
<td>+41 22 909 5646</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jtemple@unicef.org">jtemple@unicef.org</a></td>
</tr>
<tr>
<td>Claire Morton:</td>
<td>+41 22 909 5653</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:cmorton@unicef.org">cmorton@unicef.org</a></td>
</tr>
</tbody>
</table>
2.4. What are the criteria for using Standby Arrangements?

Standby resources are valuable inputs for an immediate response to emergencies. However, Standby Personnel should be used sparingly and not become a substitute for UNICEF’s regular staffing arrangements. Therefore, when requesting Standby Personnel, the following criteria should be met:

- The requesting UNICEF office is operating in an emergency;
- UNICEF is unable to meet additional staffing requirements with its own resources within the time constraints;
- The technical capacities of existing staff are inadequate to respond to the emergency;
- The services of Standby Personnel are only required for a short period of time (3-6 months).
“Secondes from UNICEF’s Standby Partners can be deployed very shortly after a request has been sent to EMOPS Geneva. UNICEF’s Darfur Emergency Response programme has benefited substantially from the deployment of Standby Staff, who have brought expertise and experience in various technical fields.

Seconded personnel have been able to integrate very quickly, ensuring UNICEF programmes have had a quick and effective start in the early acute stage. The possibility of medium term extensions of Standby Personnel deployment has contributed to maintaining stability in our programmes, despite the complicated environment and difficult situation in which they operate. In Darfur, experience has shown us that the best results have been achieved when Standby Personnel are assigned to technical posts in field operations as opposed to programme management functions that require UNICEF-specific competencies.”

Keith McKenzie,
UNICEF Special Representative
Darfur, Sudan
3. General terms and conditions

3.1 Cost implications

Although Standby Staff itself is provided free of charge, there is a number of cost implications for which the receiving office has to prepare and budget:

- Internal travel within the country and region of the operation;
- Travel to and from duty station upon arrival/departure, if duty station is other than closest port of entry;
- Travel to R&R station;
- Equipment (mobiles, laptops etc.) and office space;
- Car insurance, if driving in an official capacity is required.

3.2 Type of contract of Standby Personnel

Standby Personnel have a formal contract with the Standby Partner, not UNICEF. When deployed, they are required by the Standby Partner to sign an Undertaking outlining their responsibilities towards UNICEF, and binding them to follow the same rules and regulations as regular UNICEF staff members.

Standby Personnel should be fully integrated in the UNICEF operation and be treated as equal members of the team. In this regard, UNICEF is responsible for providing office, logistic and security support for the secondee.

Under the Agreement between the Standby Partner and UNICEF, the former is responsible for all administrative matters related to the employment costs including salary, Daily Subsistence Allowance (DSA) and benefits. The Standby Partner is also responsible for covering the travel costs to and from the closest port of entry to the duty station.
3.3 Roles and responsibilities

There are a number of questions and issues that often arise when Standby Arrangements are in place. These are addressed in alphabetical order below. All documents referred to are available on UNICEF’s intranet page for Standby Arrangements.

Driving
Standby Personnel should follow the same rules and regulations for official and private use of UNICEF vehicles as UNICEF staff. Due to special rules of liability, Standby Personnel shall accept and sign a waiver before they are permitted to drive. When official vehicles are used for private purposes, the Standby Personnel themselves must cover the insurance.

E-mail and intranet
Access to UNICEF e-mail and intranet shall be provided to the Standby Staff, if necessary to perform the work tasks.

Equipment
The same equipment (laptops, VHF, mobile phones etc.) given to UNICEF staff members working in the operation shall also be made available to Standby Staff.

Evaluation
The performance of each secondee must be evaluated prior to departure/end of assignment. The Performance Evaluation Form for Gratis Personnel should be used when evaluating the Standby Staff.

Insurance
It is the responsibility of the Standby Partner, not UNICEF, to provide all forms of insurance (except car insurance when driving in an official capacity), including illness, disability or death, for the Standby Staff during the deployment to UNICEF.

Leave entitlement
While the leave entitlement of the Standby Personnel is managed by the Standby Partner, it may not exceed the normal allocation by UNICEF. Should a leave entitlement accrue, the timing should be cleared with the relevant UNICEF representative.
Medical evacuations
UNICEF shall facilitate the medical evacuation of Standby Personnel, as required, in consultation with the Standby Partner. All costs and expenses associated with such evacuation shall be assumed by the Standby Partner.

Medical examination
The Standby Partner shall ensure that Standby Personnel is medically fit to travel and undertake the assignment and has had the required inoculations for the country to which s/he will travel.

Rest & recuperation
Standby Personnel shall be entitled to the same Rest and Recuperation (R&R) entitlements as UNICEF staff members, provided such entitlements are approved by the Standby Partner. All costs will be borne by the Standby partner, except the travel costs to and from the R&R destination, which will be assumed by the receiving office. Standby Personnel should take advantage of the available UNICEF/UN transport when possible. Travel allowance will not be paid when free transport exists.

Salary/DSA
The Standby Partner is responsible for all administration related to the deployment of Standby Personnel, including payment of salary, Daily Subsistence Allowance (DSA), and provision of benefits. The amount of DSA shall be determined by the Standby Partner.

If the Standby Personnel are experiencing difficulties receiving payments or DSA, UNICEF shall, after a request by the Standby Partner, assist with the arrangements for such payments. Any costs for making the arrangements shall be borne by the Standby Partner.

Security
The Standby Personnel enjoy the same protection and security measures as UNICEF staff and shall be included in all UNICEF/UNDSS security arrangements. The Country Office shall, for security purposes, ensure that the Standby Personnel are reflected on staffing lists and organizational charts.
**Security certificate**
The Standby Partner shall ensure that Standby Personnel has successfully completed the UN’s “Basic Security in the Field” course, and forward proof of this to UNICEF upon request.

**Security evacuations**
UNICEF shall facilitate the security evacuation of Standby Personnel, as required, in consultation with the Standby Partner. All costs and expenses associated with such evacuation shall be assumed by the Standby Partner.

**Status of the Standby Personnel**
Under UN Rules and Regulations these personnel are regarded as Type II Gratis Personnel\(^3\), and are accorded the status of “Experts on Mission” to the United Nations within the meaning of Article VI of the Convention on the Privileges and Immunities of the United Nations\(^4\) which reads:

**Section 22**
Experts (other than officials coming within the scope of Article V) performing missions for the United Nations shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded:

a) immunity from personal arrest or detention and from seizure of their personal baggage;
b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the United Nations;
c) inviolability for all papers and documents;
d) for the purpose of their communications with the United Nations, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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\(^3\) For further information please consult ST/AI/1999/6 which can be found on the UN website at: [http://www.un.org/hr_handbook/sourcedocuments_/09administrativ_/1999_/ai19996gratise/default.htm](http://www.un.org/hr_handbook/sourcedocuments_/09administrativ_/1999_/ai19996gratise/default.htm)

\(^4\) [http://www.unog.ch/80256EE600583A0B/(_httpPages_/95ED386775C0FA4080258EF70078678D7OpenDocument](http://www.unog.ch/80256EE600583A0B/(_httpPages_/95ED386775C0FA4080258EF70078678D7OpenDocument)]
e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Section 23
Privileges and immunities are granted to experts in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations.

Travel costs
The Standby Partner is responsible for covering the travel costs to and from the closest port of entry to the duty station. Assignment-associated travel costs within the country and region of the operation are the responsibility of UNICEF, including travel to R&R station.
“In the Great Lakes, we have experienced difficulties in finding French-speaking Standby Staff. However, we received a Logician and Telecom Expert on very short notice, which has worked brilliantly. The Telecom Expert was even from the region!”

Catherine Mbengue
UNICEF Representative
Burundi
4. Procedures for deploying Standby Personnel

The following breakdown illustrates the cycle of request, selection, deployment and repatriation of Standby Staff. All documents referred to can be found on UNICEF’s intranet page for Standby Arrangements.

Please note that competition for qualified and experienced staff is high, especially at the onset of a disaster. The pool of Standby Personnel is limited, and used on a first-come, first-served basis. If your office wants a Standby Staff, quick and complete requests are likely to work in UNICEF’s favour.

1: Requesting Standby Personnel

<table>
<thead>
<tr>
<th>CO/RO fills in the formal request form and drafts Terms of Reference (TOR) for required additional staff.</th>
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<tbody>
<tr>
<td>CO/RO e-mails TOR and formal request to EMOPS in Geneva, who contacts the relevant Standby Partner(s) and forwards the request.</td>
</tr>
<tr>
<td>Each Standby Partner confirms/rejects the request to EMOPS Geneva.</td>
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</table>
## 2: Review and Selection of Candidates

The Standby Partners identify candidate(s) from their rosters and forward nominated P-11/CV(s) to EMPOS Geneva within 72 hours.

EMOPS Geneva sends P-11/CV(s) to CO/RO for review and acceptance/rejection.

CO/RO provides feedback of the proposed candidates to EMOPS Geneva within 48 hours.

EMOPS Geneva informs Standby Partner(s) of the selected/rejected candidate(s).

The Standby Partner makes the travel arrangements for the selected candidate(s) and forwards the itinerary to EMOPS.

EMOPS Geneva connects the CO/RO with the Standby Partner to make the practical arrangements relating to the deployment of the Standby Personnel.

## 3: Prior to Deployment

It is the responsibility of the CO/RO to facilitate the arrival of the secondee and to assist on the following issues:

### Visas and Security Clearance
- Ensuring that the necessary security clearances are in place;
- Obtaining visas or any other relevant travel documents, if requested by the Standby Partner.

### Arrival Procedures
- Make hotel reservation;
- Pick up the Standby Personnel at the airport or other port of entry.
### 4: Upon Arrival

The receiving UNICEF Office must ensure that the Standby Personnel is included in the operation and that relevant forms are filled in:

#### ID-card

All Standby Personnel shall be provided with a local UNICEF or UN ID card by the CO/RO to which they are assigned.

#### Review Terms of Reference

The TOR shall be reviewed at an early stage by the secondee and the supervisor. The first part of the PER for Standby Personnel shall be filled in.

#### Include Standby Personnel in the Operation

- Assign a supervisor;
- Include in the organizational chart;
- Include in the security arrangements;
- Brief about the UNICEF operation in the country/region;
- Provide a security briefing;
- Provide the necessary equipment (laptop, VHF, mobile telephone etc.), if being used in the operation;
- Sign the waiver allowing Standby Personnel to drive UN vehicles, if necessary.

#### Change of TORs/Duty Station

TORs often change during an operation. If any modification of the original TOR is required (change of duty station, and/or changes in the job description) this should first be discussed between the direct supervisor and the Standby Personnel. If a modification is agreed upon, the CO/RO advises EMOPS Geneva, who informs the Standby Partner.
### 5: End of Contract

**Completion of Performance Evaluation Report**
The Performance Evaluation Report (PER) shall be completed by the Supervisor, signed by the Representative or Head of office and discussed with the Standby Personnel prior to departure, unless otherwise agreed. Once completed, the PER should be forwarded to EMOPS Geneva, who sends it to the Standby Partner. Completion of the PER by UNICEF supervisors is mandatory.

**Extension of contract**
If an extension of contract is required, the CO/RO should send a justification and request to EMOPS Geneva at least one month prior to the expiration of the contract, unless otherwise agreed.
AGREEMENT
between
THE UNITED NATIONS CHILDREN'S FUND
and
[NAME OF AGENCY]
FOR THE PROVISION OF STAND-BY PERSONNEL

PREAMBLE

WHEREAS it is the shared intention of the United Nations Children’s Fund (hereinafter referred to as “UNICEF”) and [name of Agency to be specified] (hereinafter referred to as the “Agency” together with UNICEF, the “Parties”) to improve UNICEF’s capacity to assist and protect children and women and families, and other persons of concern to UNICEF, in humanitarian situations, as determined by UNICEF.

WHEREAS UNICEF’s capacity to respond to emergencies can be enhanced through the establishment of external Stand-by capacity where the Agency makes available personnel and technical expertise to complement UNICEF’s own staffing, programme delivery and administrative support capacity in a cost effective manner and in accordance with UNICEF’s operation in the specific region/country.

WHEREAS the Agency wishes to cooperate with UNICEF in making personnel available to be placed under the overall management of UNICEF, for the purpose of enhancing and improving the humanitarian response capacity of UNICEF.

[If the Agency is an NGO, include] WHEREAS the Agency is a [non-Governmental Organization/association] incorporated under and governed by the laws of ____.

NOW THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, UNICEF and the Agency hereby agree as follows:
Article I
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply in addition to those referred to above or set out elsewhere in this Agreement:

(a) “Operation” shall mean all of UNICEF’s humanitarian assistance operations world-wide, on an ongoing basis;

(b) “Assignment” shall mean a specific activity, task, programme or project, forming part of UNICEF's Operation;

(c) “UNICEF Representative” or “UNICEF Head of Office” shall mean the most senior locally-stationed UNICEF official with responsibility for the Assignment, or the person acting on his/her behalf;

(d) “UNICEF Supervisor” shall mean the UNICEF official to whom a Stand-by Personnel directly reports during the Assignment;

(d) “Stand-by Personnel” shall mean each of the individuals made available to UNICEF by the Agency pursuant to this Agreement.

Article II
OBJECTIVE AND SCOPE OF THIS AGREEMENT

1. This Agreement sets forth the framework of general terms and conditions of cooperation between the Parties for providing human resources to support UNICEF’s Operation.

2. The Parties agree to join efforts and maintain close working relationships in order to achieve the objectives of a specific Assignment and the goals of the Operation as set forth in the Agreement.

3. All activities envisaged under this Agreement will be carried out by each Party in accordance with its own regulations and rules.
Article III
DURATION OF THE AGREEMENT

1. This Agreement shall commence on the date both Parties have signed it and shall remain in force until terminated by either Party pursuant to Article III, paragraph 3.

2. This Agreement may be modified or amended only by written agreement between the Parties. Each Party shall give good faith consideration to any proposal for an amendment made by the other Party.

3. This Agreement may be terminated, without prejudice, by either Party upon giving three (3) months notice in writing to the other Party. If one Party delivers a notice of termination to the other, the Parties will work together to achieve an orderly conclusion to any collaboration that is ongoing at the time, including repatriating any Stand-by Personnel who are already on Assignment.

Article IV
NATURE OF COOPERATION

1. The Parties agree that the Agency shall, in consultation with UNICEF, maintain a Stand-by capacity for the rapid mobilization and deployment of Stand-by Personnel who shall be deployed to UNICEF’s humanitarian operations upon the written request by UNICEF in accordance with this Agreement and any sub-agreement concluded hereunder.

2. The Agency shall maintain a roster (hereinafter referred to as the “Stand-by Personnel Roster”) of staff within the Agency with general skill profiles and other qualifications that match the requirements of UNICEF, and who are available for rapid deployment as Stand-by Personnel at short notice. UNICEF shall provide the Agency with required job categories, generic Terms of Reference and associated skill profiles, and the Agency shall provide UNICEF with its categories of expertise. Job categories and categories of expertise will be reviewed once a year.

3. The Agency shall ensure that up-to-date versions of the following documents are available at all times for each person on the roster:

   (a) 4 headshot photographs;
   (b) Medical certificate of good health;
   (c) Certificate of completion of the United Nations’ “Basic Security in the Field” training;
   (d) Copy of national passport;
   (e) Completed UN Personal History Form (P11).
4. The Parties agree to cooperate in the periodic training of individuals on the Agency’s Stand-by Personnel Roster, as further contemplated in Article V (paragraph 1) and Article VI (paragraphs 1 and 2) hereof, in order to complete the training requirements set out in Annex 1.

5. From time to time, UNICEF may request the Agency to provide Stand-by Personnel to assist in a particular Assignment. Stand-by Personnel will be requested only by UNICEF’s Office of Emergency Programmes in Geneva (hereinafter referred to as “EMOPS”), which will serve as the UNICEF focal point for implementing this Agreement. The Agency will have a designated focal point for all issues relating to Stand-by personnel with UNICEF.

6. When requesting Stand-by Personnel, UNICEF will provide the Agency with Terms of Reference specific for the Assignment. The Terms of Reference shall include details of the purpose of the Agency’s personnel involvement, the profile of the Stand-by Personnel required, the UNICEF duty station to which the Stand-by Personnel should report, and the anticipated period of the Assignment (three (3) or six (6) months, unless otherwise agreed).

7. Within seventy-two (72) hours of receiving a request, the Agency shall identify suitably qualified, skilled and experienced individuals from the Stand-by Personnel Roster and shall propose them to UNICEF for approval. UNICEF shall have sole discretion in determining whether or not to approve and accept personnel proposed by the Agency. UNICEF will review the proposed Stand-by Personnel against programme and operational requirements and inform the Agency of its decision. If the Agency is unable to identify suitable individuals from its roster, it shall advise UNICEF immediately.

8. Depending on the nature of the specific Assignment, the initial period of deployment of Stand-by Personnel will be three (3) or (6) months, unless otherwise agreed, as specified by UNICEF in the request. UNICEF may request the Agency to extend the period of deployment by notice in writing at least one (1) month prior to the expiry of the original Assignment, unless otherwise agreed. A deployment period should not exceed twelve (12) months. After consulting with the individual in question, the Agency shall promptly notify UNICEF of whether the period of deployment shall be extended. If the period of deployment is not to be extended, the Agency will make efforts to identify an alternative individual from the Stand-by Personnel Roster who can be proposed to UNICEF to assist in the Assignment.

9. Subject to the Agency’s operational capabilities and the Terms of Reference of the specific Assignment, the Agency shall make the Stand-by Personnel available to UNICEF at the duty station designated by UNICEF in its request, in the shortest possible time or as desired by UNICEF.

**Article V**

**ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE AGENCY**

1. The Agency shall be responsible for training and deployment of the Stand-by Personnel, together with all administrative support for the Stand-by Personnel.
2. Prior to deployment, the Agency shall:
   
   (a) provide to UNICEF each of the documents referred to in Article IV (paragraph 3) above, together with a signed copy of the Undertaking, set out in Annex 2, for each Stand-by Personnel to be deployed; and

   (b) ensure that the Stand-by Personnel have completed the training requirements set out in Annex 1 under the heading, “Prior to Departure” and are briefed on the relevant terms, details and conditions covered in this Agreement as well as on information about the specific Assignment provided by UNICEF.

3. The Agency shall be responsible for making all travel arrangements for Stand-by Personnel travelling to the closest port of entry to the duty station designated by UNICEF in its request. The Agency shall initiate travel arrangements and inform the focal point in EMOPS Geneva of the expected arrival of the Stand-by Personnel. All travel and related costs in connection with the travel of Stand-by Personnel to the closest port of entry to the duty station, designated by UNICEF in its request, shall be borne by the Agency and UNICEF shall have no liability in this respect.

4. The Agency shall be responsible for obtaining from the competent local authorities visas and any other necessary travel related documents in connection with the travel and deployment of Stand-by Personnel. UNICEF shall provide assistance in that regard as appropriate.

5. The Agency shall be responsible for all costs associated with the Stand-by Personnel including costs relating to deployment, salaries, benefits, insurance and other payments. Where appropriate, UNICEF may agree to make a contribution toward these costs. Unless otherwise agreed by UNICEF, UNICEF shall have no obligation for any costs or payments in connection with the Stand-by Personnel.

6. Stand-by Personnel shall be remunerated by the Agency in accordance with the Agency’s regulations, rules and policies including those relating to methods and timing of payment. The Agency shall be responsible for the payment of all salaries, subsidies, compensation and other allowances and benefits to which the Stand-by Personnel may be entitled during or in respect of the Assignment. No Agency staff shall have a right to any payment whatsoever from UNICEF.

7. The Agency may provide Stand-by Personnel a daily subsistence allowance (DSA) prior to the commencement of the Assignment. The amount of DSA shall be determined by the Agency. UNICEF shall bear no responsibility with regard to DSA.

8. Upon completion of the Assignment, the Agency shall be responsible for return travel arrangements for the Stand-by Personnel from the closest port of entry to the duty station designated by UNICEF in its request. Where UNICEF arranges for the evacuation of the Stand-by Personnel because of a medical or security emergency, the Agency shall be responsible for the costs involved.
Article VI
ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF UNICEF

1. UNICEF shall provide to the Agency a standard briefing package for Stand-by Personnel and shall ensure that the briefing package remains current during the course of this Agreement.

2. UNICEF shall be responsible for providing necessary orientation and/or training to Stand-by Personnel upon arrival in the duty station designated by UNICEF in its request (or such other location as UNICEF may determine) so that the Stand-by Personnel can complete the training requirements set out in Annex 1 under the headings, “First 1 – 2 Weeks of Deployment” and “Ongoing Deployment”.

3. UNICEF shall integrate the Stand-by Personnel into the framework of its Operations and shall also provide supervision the necessary operational and administrative support in-country.

4. UNICEF shall undertake the field administration and supervision of the Stand-by Personnel during the Assignment and shall designate a UNICEF Supervisor for each of the Stand-by Personnel. If requested, UNICEF shall provide to the Agency relevant administrative records of Stand-by Personnel, including sick leave and other attendance records.

5. UNICEF shall be responsible for all internal travel arrangements for Stand-by Personnel within the country or region of the Assignment.

6. The Stand-by Personnel shall be permitted to drive a UNICEF-owned motor vehicle upon approval from their supervisor and from the Representative or Head of Office, and upon completion of the form set out in Annex 3.

7. Stand-by Personnel are entitled to Rest and Recuperation (R&R) according to UNICEF’s policy at the place of service. All travel expenses associated with such R & R shall be borne by UNICEF in accordance with its rules and regulations. UNICEF shall bear no liability with regard to DSA or other expenses related to R & R and travel is required to be in compliance with UNICEF administration arrangements for such travel, including if applicable requirements for travel with UN vehicles or aircrafts. Time taken as R & R must be approved by the UNICEF Supervisor and the UNICEF Representative or Head of Office.

8. At the end of the Assignment, a Performance Evaluation Report (PER) for each Stand-by Personnel shall be completed by his or her Supervisor and signed by the Representative or Head of Office. Such reports will be provided to the Stand-by Personnel and to the Agency.
Article VII
LEGAL STATUS AND OBLIGATIONS OF STAND-BY PERSONNEL

1. While performing functions pursuant to this Agreement, Stand-by Personnel shall work as part of a UNICEF team and shall be considered as “Experts on Mission”, within the meaning of Article VI, Section 22 and 23 of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

2. Stand-by Personnel shall in no respect be regarded as official staff members, employees, or agents of the United Nations or UNICEF.

3. Stand-by Personnel provided by the Agency shall report to the UNICEF staff member in charge of the Assignment and perform their duties under the overall supervision of the UNICEF Representative in full compliance with the instructions issued by UNICEF for fulfilling the Assignment objectives.

4. The Agency agrees to the terms and obligations specified below and shall, as appropriate, ensure that the Stand-by Personnel performing services under the Agreement comply with those obligations:

   (a) The Stand-by Personnel shall perform their functions under the authority, and in full compliance with the instructions of the UNICEF Representative and the UNICEF Supervisor, and any person acting on his or her behalf;

   (b) The Stand-by Personnel shall undertake to respect the impartiality and independence of UNICEF and shall neither seek nor accept instructions regarding the services performed under this Agreement from any Government or from any authority external to UNICEF;

   (c) The Stand-by Personnel shall refrain from any conduct that would adversely reflect on UNICEF or the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of UNICEF or the United Nations;

   (d) The Stand-by Personnel shall comply with all rules, regulations, instructions, procedures or directives issued by UNICEF and the UNICEF Representative and the UNICEF Supervisor;

   (e) The Stand-by Personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the UNICEF Representative and the UNICEF Supervisor, to the media or to any institution, person, Government or other authority external to UNICEF, any information that has not been made public, and which has become known to them by reason of their association with UNICEF. They shall not use any such information without the written authorization of the UNICEF Representative and the UNICEF Supervisor, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of the Agreement;
(f) The members of the Stand-by Personnel shall sign an Undertaking in the form attached to the Agreement in Annex I.

5. Stand-by Personnel shall be issued with a UN certificate and where applicable an identification card for the duration of his/her Assignment, in accordance with the practice for “Experts on Mission” for the United Nations.

Article VIII
LIABILITY AND INDEMNIFICATION

1. The Agency shall ensure that each Stand-by Personnel is at all times covered by adequate insurance, including medical, life insurance or its equivalent, as well as insurance coverage for service-incurred illness, injury, disability or death. These insurance arrangements should cover war-risk and other extraordinary risks related to natural phenomena.

2. UNICEF does not accept any liability for claims for compensation in respect of illness, injury, disability or death of the Stand-by Personnel arising out of or related to the provision of services under the Agreement, except where such illness, injury or death results directly from the gross negligence or wilful misconduct of the officials or staff of UNICEF. Any amounts payable by UNICEF shall be reduced by amounts of any coverage under the insurance referred to in the paragraph above.

3. The Agency will reimburse UNICEF for financial loss or for damage to UNICEF or United Nations-owned equipment or property caused by Stand-by Personnel, if such loss or damage

   (a) occurred outside the performance of services with UNICEF; or

   (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such Stand-by Personnel.

4. UNICEF shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the Stand-by Personnel while deployed and performing services under the present Agreement. However, if the loss, damage, death or injury arose from the negligence, gross negligence or wilful misconduct of the Stand-by Personnel, the Agency shall be liable to UNICEF for all amounts paid by UNICEF to the claimants and all the costs incurred by UNICEF in settling such a claim.
Article IX
SECURITY

1. UNICEF shall afford Stand-by Personnel the same protection and physical security measures which UNICEF affords its staff. Stand-by Personnel will, inter alia, be included in all UNICEF security arrangements, in a manner consistent with UNSECOORD published directives.

2. All Stand-by Personnel are expected to adhere to security rules, regulations and procedures. Stand-by Personnel who do not comply with these rules, regulations and procedures will be held responsible in accordance with UN Staff Rules and Regulations and relevant UNICEF administrative issuances and procedures.

3. The Agency reserves the right, in consultation with UNICEF, to withdraw the Stand-by Personnel if the risk to the Stand-by Personnel is deemed unacceptable by the Agency.

Article X
CONSULTATION

1. UNICEF and the Agency will consult each other in respect of any matter that may from time to time arise in connection with this Agreement. The Office of Emergency Programmes in Geneva is designated as the focal point for these consultations. For the Agency it will be_________________________.

2. UNICEF and the Agency will pursue shared visibility initiatives and publicity which clearly indicates the role of both organizations.

3. UNICEF and the Agency shall, on a regular basis, and as appropriate, exchange information on the progress of the Assignment in which Agency staff are involved.

4. The Agency, in consultation and cooperation with UNICEF, may send representatives to monitor the performance of the Agency staff as well as the progress of the Assignment.

5. A joint staff evaluation may be carried out by UNICEF and the Agency at the end of the Assignment. This will include a systematic de-briefing of Stand-by Personnel carried out by the Agency and feedback to UNICEF.
Article XI
TITLE RIGHTS

1. UNICEF shall be entitled to all property rights including but not limited to copyrights with regard to any information and material which relate to the conduct of the Assignment and which are produced in the course of the Assignment. Such information and materials shall be treated as confidential and may not be communicated to third parties or otherwise published without the authorization of UNICEF.

2. Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of the Assignment. Such equipment when returned shall be in the same condition as when delivered, subject to normal wear and tear.

Article XII
RESOLUTION OF DISPUTES

1. Any controversy or any claim arising out of this Agreement, or any breach thereof, unless settled amicably by direct negotiation, shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim.

Alternatively, if the MOU is concluded with an NGO

1.1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.

1.2 Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article 1.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any or any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under
the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNICTRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

2. Nothing in or relating to this Agreement (including the Undertaking) shall be deemed a waiver, expressed or implied, of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF, whether under the Convention on the Privileges and Immunities of the United Nations of 13th February 1946, or otherwise, and no provisions of this Agreement or any Undertaking shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

IN WITNESS WHEREOF the undersigned, being duly authorized, have on behalf of the Parties hereto signed this Agreement at the place and on the day below written:

_________________________  ________________________
_________________________  ________________________
## Annex 1
### UNICEF ORIENTATION PACKAGE FOR NEW STAFF DEPLOYED TO EMERGENCY DUTY STATIONS

<table>
<thead>
<tr>
<th>Required</th>
<th>Reference Materials (As Needed)</th>
</tr>
</thead>
</table>
| **Prior to departure** | • UNICEF Mission Statement  
  • UNICEF Guiding Principles  
  • UNICEF Core Commitments for Children in Emergencies  
  • UN Code of Conduct for Protection from Sexual Exploitation and Abuse  
  • UN Basic Security in the Field e-learning course  
  • UN Advance Security in the Field e-learning course  
  • Welcome to UNICEF: An Orientation e-learning course | • UNICEF Annual Report  
  • Welcome to the UN System e-learning course |
| **First 1-2 weeks of deployment** | • UNICEF Induction and Orientation Guidelines  
  • Emergency Field Handbook  
  • UNICEF’s Humanitarian Principles  
  • The UN Pocket Guide on Stress Management | • Pocketbook of Emergency Resources  
  • Technical Notes: Special Considerations for Programming in Unstable Situations  
  • Country office reports |
| **Ongoing deployment** | • A Principled Approach to Humanitarian Action e-learning course  
  • Medium Term Strategic Plan 2002-2005  
  • Programme Process Course: UNICEF Programming Made Easy  
  • IASC Guidelines on HIV/AIDS and emergencies  
  • Guiding Principles on Internal Displacement  
  • Caring for Us: Stress in Our Workplace |
Annex 2
UNDERTAKING OF STAND-BY PERSONNEL WORKING ON BEHALF OF UNICEF

I, the undersigned, as a member of the Stand-by Personnel made available by the [name of Agency] to UNICEF pursuant to an agreement between UNICEF and the [name of Agency] for the contribution of personnel to UNICEF, hereby undertake to abide by the following:

(a) I understand that, as a member of the Stand-by Personnel, I shall not be considered in any respect as being an official, staff member, employee, or agent of UNICEF;

(b) I further understand that, while performing functions for UNICEF, I shall be considered as an “Expert on Mission” within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations;

(c) I shall perform my functions under the authority of, and in full compliance with the instructions of, the UNICEF Representative and the UNICEF Supervisor, or any person acting on his or her behalf;

(d) I shall respect the impartiality and independence of UNICEF and shall not seek nor accept instructions regarding my functions as a member of the Stand-by Personnel from any Government or from any authority external to UNICEF;

(e) I shall refrain from any conduct that would adversely reflect on UNICEF or the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of UNICEF or the exercise of my functions;

(f) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorization of the UNICEF Representative and the UNICEF Supervisor to the media or to any other institution, person, Government or other authority external to UNICEF, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the UNICEF Representative and the UNICEF Supervisor, and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment;

(g) I shall comply with all rules, regulations, procedures, instructions or directives issued by UNICEF and the UNICEF Representative and the UNICEF Supervisor, and shall take necessary measures to prevent the occurrence of any abuse of any privileges or facilities accorded to me;

(h) I understand that non-compliance on my part with any of the above obligations during the performance of my functions may result in my immediate repatriation;

(i) I acknowledge that it is the responsibility of the Agency, and not UNICEF, to provide all forms of insurance, covering travel costs for medical evacuation, illness, disability or death which may result in the course of my assignment with UNICEF;

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(j) I understand and agree that UNICEF will not accept any liability for claims for compensation in respect of illness, injury or death arising out of or related to the provision of my services, except where such illness, injury or death results directly from the gross negligence or wilful misconduct of the officials or staff of UNICEF;

(k) I understand and agree that UNICEF’s records relating to me, including a UNICEF standard-form Personnel Evaluation Report (PER) to be prepared by my UNICEF supervisor after the completion of my Assignment, may be made available to the Agency.

_________________________
Name printed in block letters

_________________________
Signature

_________________________
Date

_________________________
Place
Annex 3
UNICEF VEHICLE - SELF-DRIVE REQUEST

1. Introduction – specific for each Operation

2. [Name of Stand-by Personnel] requests to self drive UNICEF vehicle within [country/area of operations] for the period from [DD/MM/YYYY] to [DD/MM/YYYY].

3. Name_________________________ undertakes:

   a. To have a valid service visa and valid driver’s license for [Country of Assignment], copy of which to be provided to UNICEF Country Office.

   b. To secure the vehicle at all times when left unattended and not in use, including using the 'club' anti-theft device. To store and lock the vehicle overnight in an approved residence or location. For security purposes all sites must be approved in advance by the Operations Officer.

   c. To complete the Vehicle Log Book and maintain an accurate record of all mileage driven including mileage for trips of a personal nature. For personal trips, driver to reimburse UNICEF at the rate of [Adjusted by CO] per kilometre to cover fuel and vehicle running costs.

   d. To adhere to all UNICEF rules and regulations regarding the proper use and safety of the vehicle and to ensure that all tools and equipment remain in the vehicle.

   e. To adhere to UNICEF regulations concerning the carriage of non-UNICEF staff.

   f. To report any vehicle accident or damage immediately to the Operations Officer, and if necessary to the local police authority, and the insurance company.

4. [Name of Stand-by Personnel] accepts that she is fully responsible and must pay for any and all damage to people, property and livestock, including damage to the UNICEF vehicle whilst the vehicle is in his/her custody should such damages not be covered by UNICEF’s comprehensive vehicle insurance.

5. [Name of Stand-by Personnel] acknowledges that failure to comply with these requirements will result in the vehicle being withdrawn and future requests being turned down.

Requesting Secondee
Date: [DD/MM/YYYY]

Operations Officer
Date: [DD/MM/YYYY]

Approved/Not Approved:
Representative
Date: [DD/MM/YYYY]