

CONDITIONS OF SERVICE - CONSULTANTS

1. LEGAL STATUS

Individuals engaged under a special service agreement as consultants serve in their personal capacity and not as representatives of a Government or of any other authority external to the ITTO. Consultants are not "staff members" under the Staff Regulations and Rules of the ITTO.

2. OBLIGATIONS

Consultants shall neither seek nor accept instructions regarding the services to be performed for the ITTO from any Government or from any authority external to the ITTO. During the period of service for the ITTO, consultants may not engage in any activity that is incompatible with the discharge of their duties with the Organization. Consultants are required to exercise the utmost discretion in all matters of official business of the Organization. Consultants may not communicate at any time to any other person, Government or authority external to the ITTO any information known to them by reason of their association with the ITTO which has not been made public, except in the course of their duties or by authorization of the Executive Director of the ITTO; nor shall consultants at any time use such information to private advantage. These obligations do not lapse upon cessation of service with the ITTO.

3. TITLE RIGHTS

The ITTO 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 Organization by the consultant. At the request of the ITTO, the consultant shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

4. TERMINATION OF CONTRACT

This special service 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 agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.

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 work performed to the satisfaction of the ITTO. Additional costs incurred by the ITTO resulting from the termination of the agreement by the consultant may be withheld from any amount otherwise due to the consultant from the ITTO.

5. TRAVEL

If consultants are required by the ITTO to travel beyond commuting distance from their usual place of residence, such travel at the expense of the ITTO shall be governed by conditions equivalent to the relevant practice and at rates of the United Nations and as specified in the contract. 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 Executive Director), and first class by rail.

6. INSURANCE

Consultants are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the ITTO as they consider appropriate. ITTO is not liable for death or injury suffered in carrying out this assignment. ITTO shall also not be liable for any third party claims which may arise from the implementation of this assignment. Consultants are not eligible to participate in the life or health insurance schemes available to ITTO staff members.

7. ARBITRATION

Any dispute arising out of, or in connexion with, this agreement shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in Yokohama, 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 thus appointed shall agree on a third. Failing such agreement, each party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision handed down in such arbitration shall constitute final resolution of the dispute.

8. TAXATION

The ITTO undertakes no liability for taxes, duty or other contributions payable by the consultant on payments made under this contract. No statement of earnings will be issued by the ITTO to the consultant.

9. OTHER PROVISIONS

NIL