

## ADMINISTRATIVE INSTRUCTIONS ON SECONDMENT



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## 1. GENERAL

1.1 This document sets out administrative details and related procedures on the engagement of personnel seconded to ICAO at no, or minimal, cost to ICAO, in order to meet specific ICAO programme needs.

1.2 In accordance with Staff Regulation 4.28, the Organization may avail itself of the services of personnel from Member States seconded by governments, other international organizations or educational, scientific, research or other institutions, referred herein as an “external party”. Seconded personnel are employed pursuant to a formal arrangement with an external party under the following modalities:

- a) a trust fund arrangement, or other financial arrangements that do not involve other than nominal costs for ICAO, for personnel on secondment to ICAO from a Member State or another external party; and
- b) specific programmes for Junior Professional Officers (JPOs) and Associate Experts (AEs).

1.3 The information contained in section 2 of these Administrative Instructions do not affect the well-established processes for the Junior Professional Officer (JPO) and Associate Expert (AE) Programmes, where the funding of positions is regulated through bilateral agreements between the donor Government and ICAO. The JPO and AE Programmes are detailed in section 3 of these Administrative Instructions.

## 2. THE EMPLOYMENT OF PERSONNEL ON SECONDMENT TO ICAO

### 2.1 Background, Purpose and Objectives

2.1.1 International and non-governmental organizations, as well as national civil services, or academic institutions often wish to contribute to work at the international level. In the area of civil aviation, ICAO is at the centre of multinational governance. Cognizant of the value of these contributions, ICAO’s constituents have determined that it is in the interest of the Organization to use external party expertise and have enshrined this in Staff Regulations 4.28-4.30.3 of *The ICAO Service Code*.

2.1.2 In addition, the Council, at the fourteenth meeting of its 208th Session, approved the *ICAO Policy on Secondment*, with the objective of clarifying and highlighting the guiding principles which inform the administration and management of secondments in ICAO. The Council further reviewed the Staff Regulations on secondment and the *ICAO Policy on Secondment* at the tenth meeting of its 210th Session, and at the seventh meeting of its 211th Session, and decided to maintain these as approved.

2.1.3 The provisions on secondment contained in Staff Regulations 4.28 through 4.30.3 of *The ICAO Service Code*, together with the overarching *ICAO Policy on Secondment*, constitute the overall policy and management framework on secondments in ICAO and these Administrative Instructions have been aligned with the afore-mentioned. Supplementary procedural and administrative detail have also been incorporated in these Administrative Instructions for harmonization purposes.

2.1.4 Secondments are administered by ICAO either as Trust Fund or Gratis Personnel arrangements.

*Trust Fund:* The sponsoring Government or institution deposits funds with ICAO for the purpose of engaging secondees and for the payment of related remuneration and emoluments, subject to the stipulations of a formal written agreement.

*Gratis Personnel:* Under the stipulations of a formal written agreement, the sponsoring Government or institution releases individuals under their employment for assignment to ICAO. During the period of assignment with ICAO, the sponsoring Government or institution shall be responsible for ensuring that the secondee receives all remuneration and emoluments.

## 2.2 Scope of Application

2.2.1 Personnel offered on secondment to ICAO by a Member State or other sponsoring external party, shall not be engaged by ICAO unless and until a formal written agreement has been concluded between ICAO and the Member State or external party that is offering the personnel. Examples of institutions that have been offering support to ICAO are:

- a) the national civil service of a Member State;
- b) an international organization outside the UN common system<sup>1</sup>; and
- c) a non-governmental organization of a Member State.

2.2.2 Signed formal written agreements are required for legal, financial and procedural reasons.

2.2.3 The process of establishing a formal written agreement is carried out by way of exchange of communications between the Secretary General of ICAO and the governments of Member States or other sponsoring external party, and in accordance with the requirements of the *ICAO Policy on Interactions with External Parties* (PIEP):

- a) To ensure that the principles of transparency, equal opportunity and efficiency are upheld, once the specific ICAO needs for seconded personnel have been identified, the Secretary General will issue a State letter announcing to all Member States the identified areas in which additional resources for programme activities are required to cover ICAO's Work Programme for the triennium, as presented in the ICAO Business Plan, in order to solicit candidates for secondment. The State letter, and any future communication of additional programme requirements that might arise during the course of the triennium, shall be announced to all Member States.
- b) In addition to the State letter, Bureau Directors, ICAO Regional Directors and Chiefs of Office may request the Office of the Secretary General to further communicate with a Member State or other sponsoring external party in order to explore the possibility of establishing a formal written agreement under which personnel may be seconded to ICAO for a specific period of time.

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<sup>1</sup> Personnel seconded to ICAO from a United Nations Common System Organization are governed by the Inter-Organization Agreement Concerning Transfer, Secondment or Loan of Staff.

- c) It is important to ensure that the work to be performed by seconded personnel is consistent with the work/programmes of ICAO. Accordingly, seconded personnel offered to ICAO by Member States and other sponsoring external parties should not be engaged when specific assignments for which their expertise is required have not previously been identified.
- d) ICAO may at its discretion assess a potential candidate for suitability applying similar standards and processes that are applied for the recruitment of regular staff. Prior to the conclusion of the agreement, the terms of the final draft version of the agreement as jointly formulated by ICAO and the government of the Member State concerned or other sponsoring external party shall be reviewed and cleared by the Legal Affairs and External Relations Bureau (LEB).

2.2.4 Templates of standard agreements – that shall normally be used – between ICAO and a sponsoring Member State or other external party on the employment of seconded personnel are attached to this document in Annex I (A) and I (B).

## 2.3 Transparency

2.3.1 The needs of ICAO shall be the paramount consideration in establishing secondment arrangements. Seconded personnel may be accepted to:

- a) provide expertise not available within the Organization for very specialized functions, for a limited and specific period of time;
- b) provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization; or
- c) assist in implementing work programmes and activities for which funds are not available due to budget and resource constraints.

2.3.2 Secondment opportunities based on the needs of ICAO shall be announced to all Member States.

2.3.3 A formal written agreement for all seconded personnel shall be established between ICAO and the sponsoring State, international organizations or educational, scientific, research or other institutions. These written agreements are posted on the Council website.

2.3.4 Seconded personnel must meet the educational, experience and knowledge criteria required to perform the specific functions identified by ICAO. Proficiency in English shall be a mandatory selection criteria.

## 2.4 Main Features of Secondment Arrangements

2.4.1 The duration of the secondment arrangements shall be detailed in the formal written agreement. ICAO will offer the seconded personnel either of the following:

- a) a fixed-term staff appointment with the Organization at an appropriate grade and step as agreed upon with the sponsoring government or external party and in accordance with *The ICAO Service Code* and under a trust funded arrangement; or

- b) letter of Assignment under a gratis arrangement that stipulates generic obligations of the secondee in respect to the status as Official with ICAO, a Specialized Agency of the United Nations, and specific substantive obligations.

2.4.2 Seconded personnel should not be given financial and/or policy decision-making responsibility and shall normally be up to the P-4 level. Secondment opportunities at the P-5 level and above are to be submitted to the Council for consideration and approval, on the understanding that the candidate who will be selected cannot fill established posts. The final decision on the suitability and selection of seconded personnel up to and including P-5 level rests with the Secretary General.

2.4.3 The selection for seconded personnel at the D-1 level shall be made by the Secretary General, after having taken into account the views of the Council, and after having obtained the written approval of the President of the Council.

2.4.4 Seconded personnel may, in the interest of their assignment, be given operational supervisory functions described in *Terms of Reference* based on a specific delegation of authority by the Secretary General and periodic monitoring by the supervisor.

2.4.5 Secondment of personnel to ICAO shall be at no additional costs to ICAO except for mission travel and related costs as well as minimal cost-sharing arrangements, that may be negotiated for remuneration purposes, of up to five per cent (5%) of the yearly standard costs at the Professional level that corresponds to the Terms of Reference. Governments of Member States and other sponsoring external parties who offer personnel on secondment to ICAO shall bear financial responsibility for costs associated with the employment of the individuals at ICAO, including but not limited to the following:

- a) salary and allowances;
- b) pension benefits (if applicable);
- c) travel costs for the personnel and any eligible dependents to and from the duty station and related costs and allowances;
- d) applicable costs for medical and life insurances;
- e) liability that may be authorized under the provisions of *The ICAO Service Code* for service incurred injury, illness or death;
- f) incidental costs upon separation from ICAO service, all other costs (for example, taxes) that may arise in connection with the services to be provided under the loan or secondment agreement; and
- g) any other identifiable costs that may be incurred in accordance with the applicable rules.

2.4.6 In the case of secondments to ICAO under the voluntary Human Resources Development Fund (HRDF) for African States, the financial contributions submitted to ICAO for HRDF will be used to cover a monthly stipend to the HRDF secondees, and will be stipulated in a written agreement between ICAO and the sponsoring government. Complete details on the objective of the HRDF and implementation arrangements for the HRDF Secondment Programme can be found on the HR website.

2.4.7 In order to fulfil its financial obligations under the agreement with ICAO, the sponsoring government or external party may be required to:

- a) deposit adequate funds into a designated trust fund account set up by ICAO to be used to cover the costs of employing the personnel at ICAO; and
- b) make other financial arrangements with ICAO and thereby provide the required funds to cover the costs of employing the personnel at ICAO.

2.4.8 In cases where a sponsoring government or external party advances funds to ICAO to cover the costs of employing seconded personnel, ICAO will submit to the sponsoring government or external party annually, and not later than 1 April of each year, a statement of the financial position of the account as at 31 December of the preceding year, specifying the total contribution received and the amounts disbursed to the seconded personnel.

2.4.9 For its part, ICAO shall be responsible for providing the seconded personnel with:

- a) assistance in facilitating the issuance of entry visas and in obtaining relevant accreditation for the duty station(s);
- b) office space, working facilities, secretarial support and such other facilities required for the performance of his duties;
- c) such duty travel tickets and travel allowances as may be required whenever necessary for the performance of duties; and
- d) Bureaus/Offices will endeavour to provide appropriate orientation and supervision to seconded personnel to ensure that their time spent working with ICAO is productive and beneficial to all parties.

## **2.5 Legal Status and Obligations of Seconded Personnel**

2.5.1 During the period of their employment with ICAO, secondees may be considered as Officials of the Organization for the purpose of:

- a) the Convention on the Privileges and Immunities of the United Nations adopted on 14 February 1946;
- b) the Convention on Privileges and Immunities of the Specialized Agencies dated 21 November 1947;
- c) the Headquarters Agreement between ICAO and the Government of Canada dated, as may be amended and supplemented from time to time;
- d) the Understanding between the Government of Quebec and ICAO, as may be amended from time to time; and
- e) the relevant Host State Agreement, in the case of the ICAO Regional Offices.

2.5.2 Seconded personnel are subject to the authority of the Secretary General of ICAO and will be responsible to her/him in the exercise of their functions. They are duty bound to respect the impartiality and independence of ICAO and can neither seek nor accept instructions regarding the services to be performed for ICAO from any government, including their own governments and the government(s) of the sponsoring Member States, or from any authority external to the Organization.

2.5.3 During their employment with ICAO, seconded personnel must refrain from any conduct that would adversely reflect upon ICAO and will not engage in any activity that is incompatible with the discharge of their functions in ICAO. In particular, but without limiting the foregoing, seconded personnel are expected to conduct themselves in a manner consistent with the Standards of Conduct for the International Civil Service.

2.5.4 Seconded personnel will be subject to ICAO's disciplinary procedures in cases of misconduct. These procedures, including the ICAO Framework on Ethics, will be applied without prejudice to any measures that the sponsoring government or external party may wish to impose on the seconded personnel. Secondees sign as part of their contract with ICAO an undertaking to this effect.

2.5.5 Seconded personnel engaged under a fixed-term appointment shall not be eligible to participate in the United Nations Joint Staff Pension Fund, unless the sponsoring government or external party confirms participation.

2.5.6 The pension arrangements for seconded personnel who hold a letter of Assignment are governed by their contract of employment with the releasing government or institution.

2.5.7 Seconded personnel may, however, receive reasonable compensation from ICAO for service-incurred death, injury or illness. They may also be eligible for coverage under ICAO's medical insurance scheme for staff members if so agreed by ICAO and the sponsoring government or external party.

2.5.8 The title rights, copyrights and all other rights of each and any related part of the work to be performed by the seconded personnel shall be vested in ICAO.

2.5.9 The employment contract of seconded personnel may be terminated by ICAO, the seconded personnel or the sponsoring government or external party. If ICAO or the seconded personnel wishes to exercise the right to terminate the contract, it shall be carried out in accordance with the procedures and notice periods prescribed in *The ICAO Service Code* applicable to the termination of fixed-term appointments. For seconded personnel who are engaged under a gratis (detached) arrangement, the termination of appointment is governed by the contract for an "Official on Secondment" and the standard Memorandum of Understanding between ICAO and the releasing government or external party.

2.5.10 With the exception of Junior Professional Officers (JPOs) and Associate Experts (AEs), seconded personnel shall not be eligible to apply for, or be offered, any remunerated employment with ICAO for a period of six months after the end of their secondment arrangements with ICAO.

2.5.11 The performance of seconded personnel shall be monitored throughout their service with ICAO and shall be evaluated under the Organization's performance management system (PACE). Unsatisfactory performance may lead to termination of service.

**3. EMPLOYMENT OF PERSONNEL UNDER THE ICAO JUNIOR PROFESSIONAL OFFICERS AND ASSOCIATE EXPERTS PROGRAMMES**

**3.1 Purpose, Objectives and Definitions**

3.1.1 The objectives of the ICAO Junior Professional Officer (JPO) and Associate Expert (AE) Programmes are:

- a) to provide work experience to young professionals from ICAO Member States who recently graduated from university level and who have little or no work experience; and
- b) to secure for ICAO the service of young, motivated and talented individuals at junior professional level to assist with the implementation of ICAO work programmes and thereby infuse into the Organization up-to-date academic knowledge and enthusiasm which recently graduated JPOs and AEs typically possess.

3.1.2 JPOs are young professional-level individuals recruited within the framework of a formal written agreement executed between ICAO and the government of a sponsoring Member State to perform specified assignments at ICAO Headquarters for a specific period of time not exceeding twenty-four (24) months. JPOs are engaged at no cost to ICAO – their appointments are financed by governments of sponsoring Member States through trust fund or other financial arrangements made between the sponsoring government and ICAO.

3.1.3 AEs are junior professional officers who are assigned to ICAO Regional Offices or to Field Projects implemented under the auspices of ICAO's Technical Cooperation Programme.

3.1.4 JPO and AE opportunities shall be subject to a competitive selection process, conducted and managed by the sponsoring State, with the final decision on the selection of the candidate resting with the Secretary General after consideration of several candidates submitted by the sponsoring State.

3.1.5 JPOs and AEs shall be eligible to apply for, and to be appointed to, any remunerated employment with ICAO, without any "cooling-off" period.

**3.2 Procedure for the Establishment of Formal Written Agreements**

3.2.1 JPOs and AEs may only be recruited within the framework of a formal agreement concluded and signed between ICAO and the government of a sponsoring Member State for this purpose, and which outlines the responsibilities of both ICAO and the government of the sponsoring Member State with regard to the administration of JPOs and AEs.

3.2.2 Signed formal written agreements are required for legal, financial and procedural reasons.

3.2.3 The process of establishing a formal written agreement is carried out by way of exchange of communication between the Secretary General and the governments of Member States:

- a) Each year, before 31 January, the Bureau of Administration and Services (ADB) will request focal points within the various Bureaus and Offices of ICAO (with



the exception of the Technical Cooperation Bureau (TCB)) to identify and prepare for submission to the Office of the Secretary General, detailed job descriptions for areas of ICAO's Regular Programme for which the services of junior-level professionals may be required in the ensuing two (2) years.

- b) For its part, TCB will, from time to time as the need arises, prepare for submission to the Office of the Secretary General, detailed job descriptions for both ongoing and projected technical cooperation projects for which the services of Associate Experts are required either at the regional level or in specific countries.
- c) Detailed job descriptions shall include: the name of requesting Bureau/Office or programme; justification for the JPO/AE request; terms of reference; functional title and proposed grade level of the JPO/AE position; minimum and desirable qualifications expected of eligible candidates; title and level of supervisor; and missions envisaged (if any).
- d) The Office of the Secretary General will assess and evaluate the needs expressed by the various Bureaus/Offices and programmes, and prioritize requests to Member States for JPOs/AEs accordingly.
- e) Following the evaluation of the Organization's needs and the prioritization of requests, those job descriptions that are deemed eligible for JPO/AE assistance as a matter of priority will be forwarded by the Office of the Secretary General to the governments of Member States under cover of a State letter. Firstly, governments that have not signed formal written agreements with ICAO to provide and/or sponsor JPOs/AEs will be requested to do so. Secondly, governments are requested to sponsor suitably qualified candidates for the identified JPO/AE positions and would therefore be required to recommend suitably qualified candidates for consideration by ICAO.

### **3.3 Main Features of the JPO/AE Agreement**

3.3.1 Member States will source, recommend and agree to sponsor suitably qualified candidates to fill JPO positions at ICAO in response to a general exchange of communication between ICAO and the governments of Member States.

3.3.2 Member States will find, recommend and agree to sponsor suitably qualified candidates to fill AE positions at ICAO in response to specific requests from ICAO. Generally, AEs will not be placed in established positions within the Regular Programme of ICAO but will be assigned in a supernumerary capacity to an ICAO Regional Office or to technical cooperation projects in developing countries for which ICAO is the approved executing agency. AEs will not be assigned to technical cooperation projects without the prior approval of the host country.

3.3.3 The final decision regarding the appointment of candidates for JPO/AE positions shall rest with the Secretary General. ICAO shall follow a competitive and transparent selection process and will give careful consideration to candidates recommended by Member States. However, ICAO may at its sole discretion, decline any such candidate without obligation to provide reasons for the rejection of the candidate to the government of the Member State concerned.

3.3.4 Governments agree to the appointment of JPOs/AEs at the appropriate level as determined by the applicable international scale of salaries. Within the limits of their annual budgetary appropriations, governments of Member States agree that, in the event that their recommended candidates are selected by ICAO, they will provide a sufficient amount of money to ICAO to cover all identifiable costs itemized in the cost estimate.

3.3.5 In circumstances where governments of Member States have agreed to finance JPOs selected from other countries, ICAO may select suitably qualified candidates from third-country Member States, through a transparent and competitive selection process and put them forward to be considered for sponsorship by the governments of the sponsoring Member States.

3.3.6 ICAO will:

- a) utilize JPOs/AEs for specific functions as described in the relevant job descriptions;
- b) assign JPOs/AEs to the Bureau/Office or programme of ICAO for which they have been recruited;
- c) regularly evaluate their performance; and
- d) advise/consult the sponsoring government on any changes in a JPO's or AE's appointment/assignment.

3.3.7 Upon completion of their assignments and appointments and any extensions thereof, individuals appointed as JPOs and AEs by ICAO are expected to return to their country of origin.

#### **3.4 Selection and Appointment of JPOs and AEs**

3.4.1 Following the execution of formal written agreements on JPOs/AEs between ICAO and the governments of sponsoring Member States, and the submission of suitably qualified candidates for consideration:

- a) the determination of suitable candidates for JPO positions in all areas of the Organization shall be the responsibility of Human Resources, ADB (ADB-HR);
- b) the determination of suitable candidates for AE positions at ICAO shall be the responsibility of TCB, in consultation with ADB; and
- c) the appointment of selected candidates for both JPO and AE positions shall be managed by the Staff Employment and Administration Section (SEA), ADB (ADB-SEA).

3.4.2 The selection of individual JPOs and AEs at ICAO shall be carried out through a competitive process involving consideration of several candidates for each post and approved by the Secretary General.

3.4.3 Relatives of ICAO staff members, delegates to ICAO, and members of the Air Navigation Commission (ANC) or their office staff shall not be eligible for employment as JPOs/AEs. For this purpose, relatives of staff members, delegates and ANC members, refer to the father, mother, son, daughter, sister or brother.

- 3.4.4 The principal factors in the selection of candidates for JPO/AE positions shall be:
- a) educational qualifications, knowledge and competence as compared to the minimum and desirable qualifications stated in the detailed job description;
  - b) proficiency in the working languages of ICAO, as required; and
  - c) a demonstrated interest in the work of ICAO.

3.4.5 Once a candidate has been selected by the appropriate Bureau and approved by the Secretary General, the government of the sponsoring Member State shall be informed of the selection of the candidate, the grade at which the candidate has been classified and the detailed cost breakdown for that candidate's appointment as a JPO or an AE with ICAO. The government of the sponsoring Member State shall be asked to confirm the availability of the candidate and to deposit the amount stipulated in the cost estimate into a bank account designated by ICAO, in advance of the appointment being made.

3.4.6 Once the funds are deposited by the government of the sponsoring Member State, the candidate will be approached by the ADB-SEA with an offer of appointment as a JPO/AE. As soon as the candidate accepts the offer and after medical and other clearances have been obtained, ADB-SEA proceeds with the recruitment procedures, including travel upon appointment/assignment arrangements, induction and orientation of the JPO/AE.

### 3.5 Procedure for the Extension of JPO/AE Appointments

3.5.1 In general, JPOs and AEs should be engaged for assignments which form part of, or contribute effectively to, ICAO work programmes normally for a period of two years.

3.5.2 Notwithstanding the foregoing, JPO/AE appointments may be extended once only, for an additional period of twelve (12) months. During the extension, the JPO/AE may be retained to work on the same assignment or in the same functions as he was originally engaged if there is a continuing need, or he may be re-assigned to a different project or assignment as agreed upon by ICAO and the government of the sponsoring Member State.

3.5.3 The extension of JPO/AE appointments requires the same procedure with regard to securing the necessary funds from the government of the sponsoring Member State.

3.5.4 The Office of the Secretary General shall initiate an exchange of communication with the sponsoring Member State to determine whether it will be willing to extend the release of the candidate and to provide the funds required to extend his appointment with ICAO.

3.5.5 However, if there are funds available in the designated account from amounts collected in previous years, the sponsoring Member State(s) may be asked to approve the use of those funds to meet the costs of the appointment extension of the JPO/AE as detailed in the cost estimate.

### 3.6 Legal Status and Conditions of Service of JPOs/AEs

3.6.1 For the duration of their appointments with ICAO, JPOs will be subject to *The ICAO Service Code*, the ICAO Staff Rules and the ICAO Personnel Instructions and to any other specific conditions mentioned in the formal written agreement. When assigned in the Technical Cooperation Programme, AEs will, for the duration of their assignment with ICAO, be subject to the ICAO Field

Service Staff Rules and the ICAO Technical Cooperation Bureau Field Personnel Instructions Manual and to any other specific conditions mentioned in the formal written agreement.

3.6.2 JPOs and AEs will be staff members of ICAO and are as such subject to the authority of the Secretary General of ICAO and will be responsible to her/him in the exercise of their functions.

3.6.3 JPOs and AEs will normally be appointed at a level not beyond P-2 of the international scale of salaries prescribed by Annex II-A to *The ICAO Service Code* (or Annex I of the ICAO Field Service Staff Rules in the case of AEs). The actual step within the grade offered to each JPO or AE will normally be step one of the grade level.

3.6.4 Upon the appointment of a JPO or an AE, a letter of appointment shall be issued by ICAO (i.e. ADB-SEA). The letter of appointment will expressly incorporate the terms and conditions of appointment of the JPO/AE's appointment and will, inter alia, expressly stipulate the following provisions which are applicable to all JPOs and AEs:

- a) The appointment is for a fixed term of twelve (12) months and may be extended once only for another fixed term of twelve (12) months, bringing the maximum term to 24 months. This notwithstanding, home leave entitlement is excluded for the JPO/AE.
- b) Shipment of personal effects will be authorized up to the following net levels of surface shipment: actual entitlement to be determined in accordance with current ICAO practices.
- c) JPOs and AEs will not be entitled to reimbursement of transport of privately-owned automobiles to the duty station.
- d) The travel of the JPO/AE will be authorized only on the basis of the cost of air economy class by the most direct and economical route.
- e) If the JPO or AE is detached by the government of the sponsoring Member State, he will not participate in the United Nations Joint Staff Pension Fund.
- f) The JPO or AE undertakes to return to his country of origin at the expiration of his appointment with ICAO or any authorized extensions thereof.

### 3.7 **Orientation and Supervision of JPOs and AEs**

3.7.1 Inasmuch as the ICAO JPO and AE Programmes are intended to provide relevant work experience to junior-level professional officers and associate experts from Member States, receiving Bureaus/Offices will endeavour to provide appropriate orientation and supervision to JPOs and AEs to ensure that their time spent working with ICAO is productive and fulfilling for both ICAO and the JPOs/AEs.

3.7.2 The nature of the orientation to be provided to JPOs and AEs will naturally vary according to the specific assignment and the level of experience of the JPO/AE concerned. In general, briefings, tours, introductions and counselling are essential from the very start. Newly recruited AEs shall receive an appropriate period of briefing and orientation at ICAO Headquarters or at an ICAO Regional Office before commencement of their assignments in the field.

3.7.3 Although the provision of relevant work experience to JPOs and AEs is an important element of the ICAO JPO/AE Programme, there should be a balance between this and the expectation of productive output from JPOs and AEs. Within a reasonable period of time, JPOs and AEs should be able to engage in productive tasks that would benefit ICAO.

3.7.4 The competence and performance of all JPOs and AEs shall be regularly evaluated in the same manner as regular staff members of ICAO as prescribed in *The ICAO Service Code*, the ICAO Staff Rules, and the ICAO Field Service Staff Rules.

3.7.5 JPOs and AEs who so request shall, on leaving the service of the Organization, be given a certificate relating to the nature of their duties and length of service.

#### 4. SUMMARY OF ROLES AND RESPONSIBILITIES

4.1 *Supervisors will:*

- a) Identify the areas in which additional resources through secondments are required to meet ICAO's work programmes;
- b) Prepare the terms of reference for the secondment opportunities, detailing the organizational setting, the main functions and accountabilities, the reporting line, and the qualification requirements (education, experience, knowledge, competencies, and language skills);
- c) Review and assess the suitability of candidates nominated for secondment to ICAO;
- d) Upon reporting for duty, brief secondees on their main functions and accountabilities, and ensure that their performance plan (Part A of PACE report) is documented in the ICAO performance management system;
- e) Supervise the work of secondees and provide ongoing guidance and regular feedback;
- f) Monitor attendance and manage the leave entitlement of secondees; and
- g) At the end of the calendar year, and at the end of the period of secondment, complete the assessment phase (Parts C and D of PACE report).

4.2 *Secondees will:*

- a) Complete the online ICAO application form and provide information/documentation requested by ICAO during the on-boarding process;
- b) Provide a medical certificate of good health prior to the commencement of their secondment;
- c) Adhere to the conditions of employment detailed in their letter of assignment, including ;

- d) Adhere to the ICAO Ethics Framework and Standards of Conduct;
- e) Seek guidance, clarification/assistance from their supervisors in respect of their main functions and accountabilities;
- f) Participate in the ICAO performance management process; and
- g) Complete the *Feedback Questionnaire for Secondees* at the end of their secondment.

4.3 Human resources (SEA/ADB) will:

- a) Provide guidance to Bureaus/Offices on the application or interpretation of these Administrative Instructions;
- b) Obtain from Bureaus/Offices their list of secondment needs for the triennium and prepare announcement to Member States and posting on ICAO-NET website;
- c) On receipt of nominations of candidates for secondments, forward these to receiving bureau/office for assessment of suitability;
- d) On receipt of favourable endorsement by receiving bureau/office and approval of recommended candidate by Secretary General, for secondment positions up to P-4 level, prepare Memorandum of Understanding (MOU) between ICAO and the sponsoring Government, and ensure approval of the Council Committee for External Parties (CCEP) [through LEB and SG]; for secondment positions at the P-5 level and above, follow the procedures detailed in Section 6 of the *ICAO Policy on Secondments*;
- e) Submit MOU to sponsoring Government for approval, prepare letter of assignment for selected candidate, and initiate on-boarding procedures, including government release, medical certificate of good health, travel/visa arrangements, accreditation/protocol arrangements (as applicable);
- f) On reporting for duty, complete administrative procedures and brief secondee on his/her conditions of employment, as specified in the MOU or letter of assignment, including details of any entitlements granted in accordance with their secondment arrangements;
- g) Provide ongoing guidance to Bureaus/Offices in the administration and management of secondees;
- h) Near the end of the period of secondment, prepare and submit to the secondee the clearance certificate which is to be completed by the secondee, prior his/her departure;
- i) Review the completed *Feedback Questionnaires* completed by the secondees prior to their departure, and make recommendations on improvements to procedures which would assist in enhancing the effectiveness of the administration and management of secondments and the overall job satisfaction of secondees;

- j) Maintain records on secondments and produce reports and analyse data trends on the use of secondments; and
- k) Provide details related to the administration and management of secondees (for example, records of attendance; reports on achievements; etc.) which may be required by Sponsoring Government.

4.4

Sponsoring Governments will:

- a) Analyse needs identified and announced by ICAO for secondments and conduct a selection process for the identification of suitable candidates who meet the educational, experience, knowledge, competencies and language skills requirements;
- b) Taking into account gender balance and overall diversity, submit to ICAO several suitable candidates for consideration by the receiving bureau/office; the final decision on the suitability and selection of secondees rests with ICAO;
- c) Facilitate the completion and approval of the MOU with ICAO and the release of the selected candidate to ICAO;
- d) Adhere to the terms and conditions of the MOU;
- e) Reintegrate the secondees into their government service at the conclusion of their secondment (this may not apply to Junior Professional Officer and Associate Expert Programmes); and
- f) Provide feedback to ICAO and make recommendations on improvements to procedures which would assist in enhancing the effectiveness of the administration and management of secondments and the overall job satisfaction of secondees.

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**ANNEX I(A)**

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**ANNEX I (A)**

**SAMPLE MOU FOR TRUST FUND<sup>1</sup>**

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

GOVERNMENT OF NAME OF THE COUNTRY

AND THE

INTERNATIONAL CIVIL AVIATION ORGANIZATION

WHEREAS, the Government of NAME OF THE COUNTRY, hereinafter referred to as the “Government”, and the International Civil Aviation Organization, hereinafter referred to as “ICAO”, now therefore, collectively referred to herein as the “parties”, mutually agree to the following:

**ARTICLE I – OBJECTIVE**

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Government may provide one or more Experts to ICAO to participate in the activities specified in Article II, on secondment under the trust fund arrangement subject to the availability of appropriated funds.

**ARTICLE II – DESCRIPTION OF SERVICES AND DURATION**

The Government shall make available the services of one or more Experts who shall execute the functions outlined in the Annex(es), as attached hereto:

Each Expert shall be released to ICAO for a period of \_\_\_\_ year/s from \_\_\_\_ to \_\_\_\_.

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<sup>1</sup> Template can be amended depending on the conditions applicable to the secondment as well as subject to any review of the templates by the Committee on Cooperation with External Parties (CCEP).



**ANNEX I(A)**

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**ARTICLE III – IMPLEMENTATION**

A – The Government shall submit to ICAO the names and curricula vitae of proposed Experts for the position, which are reviewed by relevant offices of ICAO.

B – The final decision regarding appointment to the position shall remain with the Secretary General of ICAO after due consultation with the Government. Once a candidate has been accepted, the Government shall be formally contacted by ICAO for the release of the Expert and ICAO shall provide the estimated costs of the assignment.

**ARTICLE IV – LIAISON**

For the implementation of this MOU, the points of contact are as follows:

Government: xxxx

ICAO: Office of the Secretary General  
International Civil Aviation Organization  
999 Robert-Bourassa Boulevard  
Montréal, Quebec H3C 5H7  
Canada

**ARTICLE V – STATUS OF EXPERT**

The assigned Expert shall retain his/her status as an employee of the releasing Government. However, while performing the services or when transacting business on behalf of ICAO under the terms of this MOU, the Expert shall have the status of an Official of ICAO and as such will be subject to the authority of the Secretary General and to ICAO Staff Regulations, ICAO Staff Rules, and ICAO Personnel Instructions. The Expert shall not seek or accept instructions on the performance of his/her duties from any government, including his/her own, nor other authorities external to ICAO.

**ARTICLE VI – FUNDING**

A – Subject to the availability of necessary appropriations, the Government shall provide to ICAO the necessary funds for the first year of the mutually accepted estimated costs in advance of the commencement of the assignment, and the second year thereafter, at the beginning of each

**ANNEX I(A)**

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calendar year that follows. The funds are to be deposited into the account designated by ICAO. The contribution is to be paid in United States dollars.

B – Should the contribution deposited by the Government in a given calendar year exceed the actual amount paid to the Expert, the unspent balance shall be carried over to the next year. Should the contribution deposited by the Government in a given year fall short, the Government shall be requested to make up for the difference without delay.

C - The Government shall pay the Expert's transportation costs and expenses related to the performance of the Expert's mission travel up to a limit of USD 12,000 per annum.

**ARTICLE VII – ICAO SUPPORT**

ICAO shall provide the Expert with office space, office furniture, telephone, access to a computer and other necessary logistical support as may be required by the Expert to accomplish the objectives of the this MOU and the functions to which they are assigned.

**ARTICLE VIII – LIABILITY**

Each party waives any and all claims against the other party for all loss, damage or injury resulting from the activities under this MOU, with the exception of intentional, grossly negligent, fraudulent or criminal acts resulting in personal injury, death, property damage or financial loss.

**ARTICLE IX – AMENDMENTS**

The parties may amend this MOU by documenting the details of any amendment in a written agreement signed by both parties.

**ARTICLE X – RESOLUTION OF DISAGREEMENTS**

A – The parties shall resolve any disagreement regarding the interpretation or application of this MOU by consultation between the parties. The parties shall not refer any such disagreement to an international tribunal or third party for settlement.

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ARTICLE XI – PRIVILEGES AND IMMUNITIES

B – Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of ICAO.

ARTICLE XII – EFFECTIVE DATE AND TERMINATION

A – This MOU shall become effective on the date of the last signature and shall remain in force until terminated.

B – Either party may terminate this MOU at any time by providing sixty (60) days' notice in writing to the other party. Termination of this MOU shall not affect existing obligations of the parties under this MOU. The Government shall have one hundred and twenty (120) days to close out its activities following any termination of this MOU.

ARTICLE XIII – AUTHORITY

The Government and ICAO agree to the provisions of this MOU as indicated by the signature of their duly authorized representatives.

The Government

ICAO

BY: \_\_\_\_\_  
Name:  
Title: Director General of Civil Aviation

BY: \_\_\_\_\_  
Name:  
Title: Secretary General

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**ANNEX I (B)**  
**SAMPLE MOU FOR GRATIS PERSONNEL<sup>3</sup>**

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
GOVERNMENT OF NAME OF THE COUNTRY  
AND THE  
INTERNATIONAL CIVIL AVIATION ORGANIZATION

WHEREAS, the Government of NAME OF THE COUNTRY, hereinafter referred to as the “Government”, and the International Civil Aviation Organization, hereinafter referred to as “ICAO”, now therefore, collectively referred to herein as the “parties”, mutually agree to the following:

**ARTICLE I – OBJECTIVE**

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Government may provide one or more Experts to ICAO to participate in the activities specified in Article II, on secondment on a gratis-personnel basis.

**ARTICLE II – DESCRIPTION OF SERVICES AND DURATION**

The Government shall make available the services of one or more Experts who shall execute the functions outlined in the Annex(es), as attached hereto:

Each Expert shall be released to ICAO for a period of \_\_\_\_ year/s from \_\_\_\_ to \_\_\_\_.

**ARTICLE III – IMPLEMENTATION**

A – The Government shall submit to ICAO the names and curricula vitae of proposed Experts for the position, which are reviewed by relevant offices in ICAO.

B – The final decision regarding appointment to the position shall remain with the Secretary General of ICAO after due consultation with the Government. Once a candidate has been accepted, the Government shall be formally contacted by ICAO for the release of the Expert.

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<sup>3</sup> Template can be amended depending on the conditions applicable to the secondment as well as subject to any review of the templates by the Committee on Cooperation with External Parties (CCEP).

**ANNEX I(B)**

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**ARTICLE IV – LIAISON**

For the implementation of this MOU, the points of contact are as follows:

Government:   xxxx

ICAO:           Office of the Secretary General  
International Civil Aviation Organization  
999 Robert-Bourassa Boulevard  
Montréal, Quebec H3C 5H7  
Canada

**ARTICLE V – STATUS OF EXPERT**

The assigned Expert shall retain his/her status as an employee of the releasing Government. However, while performing the services or when transacting business on behalf of ICAO under the terms of this MOU, the Expert shall have the status of an Official of ICAO and as such will be subject to the authority of the Secretary General and to ICAO Staff Regulations, ICAO Staff Rules and ICAO Personnel Instructions. The Expert shall not seek nor accept instructions on the performance of his/her duties from any government, including his/her own, nor other authorities external to ICAO.

**ARTICLE VI – FUNDING**

A – ICAO shall not be responsible for any remuneration or emoluments including related benefits payable to the Expert during and upon termination of their assignment to ICAO.

B – The Government shall be responsible for ensuring that the Experts receives all remuneration and emoluments, including related benefits during their assignment to ICAO under the terms of this MOU.

C – The Government shall reimburse ICAO any funds that may be expended for compensation in the case of death, injury or illness of the Experts attributable to the performance of services on behalf of ICAO, in accordance with the policies and practices of ICAO.

D – The Government shall pay the Expert's transportation costs and expenses related to the performance of the Expert's mission travel up to a limit of USD 12,000 per annum.

**ANNEX I(B)**

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**ANNEX I(B)**

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**ARTICLE VII – ICAO SUPPORT**

ICAO shall provide the Expert with office space, office furniture, telephone, access to a computer and other necessary logistical support as may be required by the Expert to accomplish the objectives of this MOU and the functions to which they are assigned.

**ARTICLE VIII – LIABILITY**

Each party waives any and all claims against the other party for all loss, damage or injury resulting from the activities under this MOU, with the exception of intentional, grossly negligent, fraudulent or criminal acts resulting in personal injury, death, property damage or financial loss.

**ARTICLE IX – AMENDMENTS**

The parties may amend this MOU by documenting the details of any amendment in a written agreement signed by both parties.

**ARTICLE X – RESOLUTION OF DISAGREEMENTS**

The parties shall resolve any disagreement regarding the interpretation or application of this MOU by consultation between the parties. The parties shall not refer any such disagreement to an international tribunal or third party for settlement.

**ARTICLE XI – PRIVILEGES AND IMMUNITIES OF ICAO**

Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of ICAO.

**ARTICLE XII – EFFECTIVE DATE AND TERMINATION**

A – This MOU shall become effective on the date of the last signature and shall remain in force until terminated.

B – Either party may terminate this MOU at any time by providing sixty (60) days' notice in writing to the other party. Termination of this MOU shall not affect existing obligations of the parties under this MOU. The Government shall have one hundred and twenty (120) days to close out its activities following any termination of this MOU.

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ARTICLE XIII – AUTHORITY

The Government and ICAO agree to the provisions of this MOU as indicated by the signature of their duly authorized representatives.

The Government

ICAO

BY: \_\_\_\_\_  
Name:  
Title: Director General of Civil Aviation

BY: \_\_\_\_\_  
Name:  
Title: Secretary General

Date: \_\_\_\_\_

Date: \_\_\_\_\_

— END —