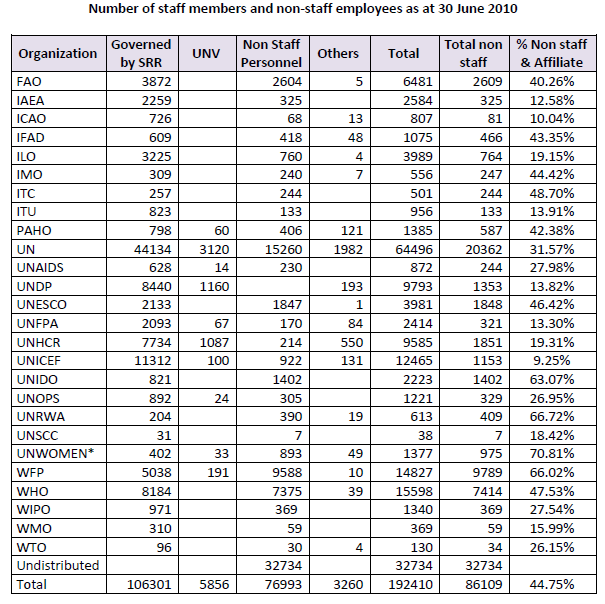
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| Report by the Secretary-General | |
| PROGRESS REPORT ON THE IMPLEMENTATION OF THE HUMAN RESOURCES STRATEGIC PLAN AND OF RESOLUTION 48 (REV. BUSAN, 2014)  Draft guidelines on the use of Special Service Agreements (SSAS) | |

1. The use of non-staff by organizations of the UN system (very extensive for some) has been under review for some years at the level of the various inter-organization entities, including the CEB/HLCM and HR-Network, with a view to address a series of concerns expressed by organizations themselves, but also by “external” stakeholders and contributors (Member States, governing bodies, JIU…).
2. In terms of operational, contractual or other problems/challenges encountered by the organizations with the existing contractual arrangements, the following commonalities are shared in terms of impacting the organizations’ current programme implementation:

* Pressure for cost effectiveness;
* A requirement for more national implementation and a consequent move from HQ-based to Field-based staff;
* A greater/expanded use of and growth in locally recruited staff;
* Increasing need for local capacity;
* Strong confirmation that wherever possible, locally recruited has become the default position;
* Increases in shared services from HQ and regional locations and in centers of excellence for delivering core administrative functions require national Professional Officers (NPOs) with a regional focus;
* Staff safety and security considerations have obligated organizations to reduce their footprint in hardship locations and to deliver as much as possible from a neighboring regional or sub-regional hub/office with consequent need for fewer restrictions and constraints in work assignable to NPOs
* reliance on and use of GS category especially at HQ;
* Lack of career progression across categories;
* Rigidity on the use of NPOs;
* More flexibility in contracts for both staff and non-staff;
* Greater use of non-staff for shorter periods of employment;
* Need for a contract modality of a project nature.

**Statistics and proportionality of staff members and non‐staff employees**

1. The Review of Contractual Arrangements and Policies undertaken by the HLCM in 2012 indicated that in 2010 the global workforce of the UN Common System was composed of approximately 192’410 individuals, of which approximately 106’301 held staff member appointments (continuing, fixed, temporary) governed by the respective organization’s Staff Regulations and Rules, and 86’109 individuals held a variety of non‐staff contracts. The non‐staff employees therefore represented approximately 44.7% of the global UN Common System workforce.
2. The denomination given by organizations to the different types of non‐staff contracts are namely: Special Service Agreements, Individual Contractor Agreement, Service Contract, Government Secondees, Supernumerary Contracts, Individual Contractor Contract, External Collaboration Contract, United Nations Volunteer, Individual Consultant, Individual Specialist, Contractual Service Agreement, Consultant, Casual Labor, Visiting Expert, PSA Subscriber, National Project Personnel, National Correspondent, South/South Subscriber, TCDC/TCCT Expert, Editors, Proofreaders, Teachers, Contractual Service Agreement, Agency Field, Ministry Staff, National Staff Gratis Personnel.
3. The variations, in the percentages of non‐staff employees, in relation to regular staff members, in individual organizations varies from 70.8% to 10%.



1. In the course of subsequent discussions having taken place at the level of the HR-Network, almost all organizations were of the view that in addition to continuing, fixed-term, and temporary appointments, there was a need for a reintroduction of a time-limited contractual modality suitable for medium term project delivery. The introduction of such a modality would have the added benefit of allowing organizations to overcome the existing non-staff dilemma faced by the majority. The elements of a fourth contract type should include the following:

* Simplicity;
* Transparency;
* Easy to administer;
* Flexibility to adapt to quickly shifting needs;
* Flexibility in length;
* Flexibility in entitlements/benefits, such as incremental benefits (annual leave, etc.).

1. The preferred avenue to the new modality is to reform the Temporary Appointment contract and adapt it to respond to:

* Expectations;
* Length;
* With less benefits than a full FTA.

1. The organizations were of the opinion that the 300 Series, ALD, and TFT contract types of the past had some good qualities individually that could be incorporated into a fourth modality. It was also recommended to further look into the current provision used by several organizations such as ICA modalities and related contract modalities used by IOM, in order to draw upon lessons learnt on what works well and what would need improvement in a new contractual modality.
2. Those discussions have been brought to the attention of the International Civil Service Commission for being included in the course of their own examination of the existing UN contractual framework.
3. All of these discussions and studies are being taken into account for the establishment of an ITU new regulatory framework, as recommended by the JIU, which will includes the following elements, *inter alia*:

* A revised definition of the SSA as a contractual instrument used for consultancy purposes;
* Identification of the different categories of tasks for which a SSA can be used, including the core/non-core functions dimension:  project related tasks, high level expertise needed for specific researches, support for conferences, peak of workload, etc.;
* Establishment of a unified recruitment process across the organization;
* Establishment of a remuneration grid/ranges covering the different needs (local vs. non-local, work at home vs. HQ assignment, etc.)
* Re-definition of associated social benefits and other entitlements (travel, DSA for non-local, etc.);
* Clear indication on a possible maximum duration, as well as, as required, conditions for extension and renewal of contracts;
* Definition of an assessment tool of the deliveries.

1. Attached are the first draft guidelines established, submitted for information, pending their consideration through the relevant internal process.

Draft Guidelines on the use of Special Service Agreements (SSAs)

Document provided for information only, pending internal consideration

**1 Purpose and scope of application**

The International Telecommunications Union (ITU) utilizes temporary assistance in order to respond quickly, flexibly and effectively to organizational priorities. The present guidelines set out the provisions applicable Consultants under Special Service Agreements (SSAs).

The guidelines apply to all individual SSA contracts issued to consultants contracted to provide specific short-term tasks including individuals with specific expertise who volunteer their services to the Union for no fee. Contracts used for regular appointed staff members are not governed by the provisions of these guidelines.

**2 Definition of Consultant**

For the purpose of the present guidelines, a Consultant shall be an individual who is:

* a recognized authority or specialist in a specific field, engaged by ITU under a temporary contract in an advisory or consultative capacity to the Secretariat. The individual must have special skills or knowledge not normally possessed by the regular staff of ITU and for which there is no continuing need in the Union. These functions are results-oriented and normally involve analysing problems, facilitating seminars or training courses, preparing documents for conferences and meetings or writing reports on the matters within their area of expertise on which their advice or assistance is sought. Examples of such services include the development of a concept note, the preparation of a project document, moderation of a workshop or rendering strategic technical advice.

or

* engaged by ITU from time to time under a temporary contract to provide support services, using his/her skills or knowledge for the performance of a specific task or piece of work, which would be short-term by nature, against the payment of an all-inclusive fee. The work assignment may be full-time or part-time, such as the provision of translation, editing, language training, and public information, secretarial or clerical as well as maintenance services or other similar functions. Such work need not be carried out on ITU premises.

**3 Conditions for contracting**

As a general policy, Consultants are used to obtain the services of an individual to perform non-staff tasks in connection with clear, time-limited and quantifiable deliverables, which shall be listed in the contract and linked to payment. The requesting manager, subject to the availability of funds, defines a reasonable time-frame for the full delivery of the specified services.

**4 Use of SSAs**

The Hiring Bureaux/GS Department requiring the SSA is accountable for the proper use of the Consultant.

**Correct Use of SSAs**

The following are the conditions for which an SSA is the appropriate contract to be used:

1. When the required services cannot be met from within the existing staff resources due to lack of specialized knowledge and/or expertise;
2. When the assignment is results-oriented and can be completed outside of the office or within the office for a defined period of time linked to quantifiable deliverables, and requiring the performance of a non-staff function (which may also include support services such as language services);
3. For any specific activity of less than 6 months as authorized by the Secretary-General.

**Incorrect Use of SSAs**

A Consultant shall not be used for the following purposes:

1. To perform staff functions: including but not limited to areas such as programme/project, and operations.
2. As a stop-gap measure, such as filling posts temporarily vacated by an ITU staff member on any form of absence or leave (annual, home, maternity/paternity leave, special leave with or without pay, etc.);
3. When recruitment of a new staff member for an existing position in an office is taking longer than usual for whatever reason;
4. To fill regular and continuing functions;
5. As a means to re-instate a staff member whose previous post/function has been abolished;
6. As a means of placing a staff member on a short-term trial period;

SSAs may therefore be awarded only when the following conditions are met:

* 1. The assignment is of a temporary nature, the outputs are measurable and the tasks can be performed and completed within a limited and specified period of time;
  2. The need for the required services cannot be met from within the current staff resources of ITU owing to a lack of specialized knowledge and/or expertise or capacity;
  3. The services performed clearly relate to programmed or mandated activities in the work programme of the Bureau or GS Department concerned and/or special programs;
  4. Where a Consultant is temporarily engaged to perform duties and functions similar to those of a staff member, a clear strategy is in place for a long-term regular staffing solution.

Consultants shall not be involved in decisions affecting the status, rights and entitlements of staff members. The services to be provided by consultants should not duplicate work or activities assigned to other individuals, GS departments or Bureaux of the Union.

SSA contracts shall not be issued to a person whose spouse, father, mother, son, daughter, sister or brother is either a staff member or is in a non-staff capacity.

**5 Terms of reference (TOR)**

Chiefs of Departments are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the Consultant and submitted in a timely manner with the staff request for approval and processing.

The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed, as well as the minimum required educational qualifications and years of relevant work experience required to perform the functions. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound and include:

1. Tangible and measurable outputs, objectives and targets of the work assignment, as well as specific activities to achieve the required outputs and targets;
2. Specific delivery dates and details as to how the work must be delivered (e.g. electronic submission, hard copy). The dates and details shall be subdivided into “milestones” where appropriate;
3. Indicators for the evaluation of outputs (including timeliness, achievement of goals and quality of work);
4. Name and title of the supervisor(s).

**6 Contracting of former and retired staff members**

A former or retired staff member may be engaged on an individual contract subject to the following provisions:

* 1. A minimum of a XXX month break is applied between separation or retirement of the former or retired staff member and reengagement on an individual contract, unless the separation was on mutually agreed terms, in which case the former staff member may be reengaged on an individual contract only after the stipulated period from the date of separation from service;
  2. The former or retired staff member is not reengaged to perform the functions of the same post from which he or she separated or retired or contracted to encumber the position from which he or she separated or retired;
  3. The former staff member did not separate from ITU or another organization of the United Nations common system for any of the following reasons: abandonment of post, misconduct, dismissal, non-renewal or termination of appointment for unsatisfactory service, and/or resignation in lieu of disciplinary action;
  4. There are no other qualified and readily available candidates to perform the required functions, and the engagement of the former or retired staff member with the Secretariat will not adversely affect the career development opportunities of existing staff members.

The re-engagement of a former or retired staff member is subject to the approval of the Secretary-General.

The fees payable to a former staff member shall not be based on the level of remuneration that he or she held before separation, but rather on the nature and complexity of the assignment performed, subject to the limitations specified in (b) below.

The contracting of a retired staff member who is in receipt of a benefit from the United Nations Joint Staff Pension Fund, is subject to the following restrictions:

1. He or she may not be hired for more than six months per calendar year;
2. He or she may not receive more than USD XXX XXX per calendar year in emoluments from the United Nations common system (calculated as the gross amount of the fee, but not including travel and daily subsistence allowance payments), with the exception of those re-engaged for the performance of language services, where the monetary ceiling shall be US$ XXXXXX;
3. He or she may not be contracted at a higher equivalent level than that at which he or she separated from the organization concerned.
4. Determination of nature of services (complexity, difficulty and extent) and the degree of expertise required.

**7 Selection process**

The Human Resources Management Department (HRMD) shall support the use of rosters of consultants by all requesting Bureaux and GS Departments. They should provide easy access to a screened pool of individuals for different types of expertise. To reflect the particular needs of individual Bureaux, and GS Departments each is required to develop its specific roster of consultants based on its requirements.

Candidates maintained on such rosters should be screened for qualifications, references and prior work experience using standardized and uniform procedures.

The HRMD Recruitment Service shall provide guidance on the establishment of these rosters including on the use of the ITU E-recruit system when appropriate.

Candidates for SSA assignments shall be selected from the rosters. However, for new expertise or services required for more than six months, an opening on the E-recruit portal may be considered.

In the process of selecting a Consultant, Bureau Directors/ Chiefs of GS departments, are required to adhere to established ITU selection criteria including geographic and gender balance. Travel costs may be considered but may not distort the geographical balance in the awarding of contracts.

In order to ensure that all required information on candidates is on file, all consultants, including former staff members and retirees, are required to complete a profile on the ITU E-recruit portal, regardless of whether they have submitted a curriculum vitae for consideration. In this regard, curricula vitae considered should be recent and not be dated more than 12 months prior to the date of consideration.

In the final selection, careful scrutiny of the terms of reference, the competitive cost and the quality of work, as well as the qualifications, competencies, expertise and experience of all suitable candidates and any potential conflict of interest, should be taken into account. The final selection shall be based on pre-established evaluation criteria and presented in an evaluation report form to be designed and provided by HRMD.

The completed evaluation report, showing the applicants reviewed and the basis on which the successful candidate was selected, should be attached to the staff request.

**8 Verification of credentials, qualifications and experience**

Prior to the issuance of a contract, the requesting Bureau or GS Department shall verify the academic and professional credentials of the candidate recommended for selection. For that purpose, a standard verification of credentials qualifications and experience form provided by HRMD shall be used. The completed form shall be submitted with the staff request.

**9 Certification of good health**

Before commencing work, a Consultant shall submit a statement of good health and take full responsibility for the accuracy of that statement, including confirmation that he or she has been informed of the inoculations required for the country or countries to which travel is authorized. Consultants shall assume all costs that may occur in relation to the statement of good health. No certificate of good health is required when the Consultant works solely from home for less than 30 days.

Consultants who are required to travel beyond commuting distance to any duty station(s) with a hardship classification other than H and A shall, in addition, certify that their medical or health insurance covers medical evacuations and treatment received in that duty station.

**10 Service-incurred death, injury or illness**

In the event of the death, injury or illness of the Consultant which is attributable to the performance of services on behalf of ITU, while the Consultant is travelling at ITU expense or is performing any services under the contract in any offices or premises of ITU, the Consultant or their dependants, as appropriate, shall be entitled to compensation as provided under the ITU sickness and injury compensation policy.

**11 Standards of conduct**

Consultants shall respect the impartiality and independence of ITU and shall neither seek nor accept instructions regarding the services performed from any Government or other authority external to the Organization. During the period of their service for ITU, Consultants shall refrain from any conduct that would adversely reflect on the Union and shall not engage in any activity that is incompatible with the aims and objectives of the Union. They are required to strictly adhere to the ITU policies on prohibition of harassment, sexual harassment and abuse of authority and other policies and service orders relating to proper conduct.

Consultants shall exercise the utmost discretion in all matters relating to the discharge of their functions. Unless otherwise authorized by the appropriate official in the department, office or mission concerned, Consultants may not communicate at any time to the media or to any institution, person, government or other external authority any information that has not been made public and that has become known to them by reason of their association with ITU. Consultants may not use such information without the written authorization of ITU. These obligations do not lapse upon cessation of their service with ITU.

**12 Duration of SSA contract**

The duration of the contract shall be directly linked to the terms of reference as set out in the consultant’s assignment.

In order to limit the repeated use of the same consultant, either to perform different tasks within the work-plan or a series of tasks within the same project, no Consultant shall provide services for more than XX months in a XX-month period, whether continuous or not, and irrespective of the cumulative months of actual work.

The total services of a Consultant shall be limited to XX or, in special circumstances, XX work-months in any period of XX consecutive months, irrespective of the cumulative months of actual work. Exception made for Consultants engaged to perform language functions on a unit-cost basis.

Any other exception is subject to the approval from the Secretary-General prior to submission of a staff request and prior to contract signature.

**13 Remuneration**

As a general principle, the fees payable to a Consultant shall be the minimum amount necessary to obtain the services required by the Organization.

An assignment under an SSA contract does not carry with it a level or grade with respect to a United Nations salary scale. Nonetheless, on the basis of the factors listed below, it should be possible to estimate the United Nations Common System equivalent of the level of the assignment (e.g. P-3, P-4) to ensure equity and consistency of fees for consultants.

When setting the consultant’s rate of pay, the following factors should be considered:

1. Level of work in terms of responsibilities, the scope and complexity of the assignment;
2. Degree of specialization required by the assignment;
3. Knowledge, qualifications, experience and skills required;
4. Fees paid to the Consultant for previous assignments with ITU (or other United Nations agency).

Once the equivalent level of the assignment has been estimated, a fee range, for the purpose of negotiating, the contract with the Consultant may then be determined within the minimum and maximum of the level on the basis of the complexity of the assignment and the degree of specialization, knowledge, qualifications, experience and skills required. Amounts paid in connection with travel undertaken by the consultant shall not be taken into account for remuneration purposes.

Detailed guidelines for the determination of the appropriate level of remuneration are provided in annex XXXXX. Requesting Bureaux and GS Departments shall keep records of how the fee level was determined.

**14 Travel**

Should ITU determine that the Consultant needs to travel beyond commuting distance in order to perform his or her assignment, that travel shall be specified in the contract and shall, unless otherwise stated in the contract, be at the expense of ITU and in accordance with the ITU applicable conditions of travel.

**15 Leave**

Consultants shall not be entitled to any paid leave, including annual leave, sick leave, special leave or official holidays. The fees of Consultants, other than those paid on the basis of a lump sum (for concrete deliverables), shall be prorated for any period of absence.

**16 Evaluation**

To enable a proper output evaluation, the TOR for the SSA contract should include a clear description of tasks to be performed by the Consultant, the expected deliverables and, if feasible, specific indicators for achievement of the deliverables.

The formal evaluation of the performance of the Consultant shall be conducted using standard forms for assessment of overall work delivery and quality, including the technical and personal abilities of the consultant. These standard forms, to be provided by HRMD, are useful for enforcing effective performance assessment.

A formal evaluation of the output, using a designated standard form, shall be conducted at the time of completion of the assignment and prior to payment. The evaluation shall be recorded in the rosters for consideration for future contracts. In cases of contract periods longer than six months, the direct supervisor of the Consultant may undertake interim evaluations.

The formal evaluation shall measure the achievement of goals and the quality and timeliness of work, as stipulated in the TOR. If the output is evaluated as less than fully satisfactory, no further contracts shall be granted to the Consultant and payments may be reduced or withheld entirely.

Requesting Bureaux/GS Departments officials submitting staff requests for Consultants should verify the performance record of the proposed Consultant on file for future engagement or the extension or renewal of his or her contract.

The Secretary-General shall have the authority to take a final decision on whether further contracts should be awarded in the case of an unsatisfactory output evaluation by the direct supervisor of the consultant.

**17 Termination of contract**

An individual contract may be terminated by ITU or by the Consultant in accordance with the General Conditions of Contracts for the Services of Consultants (see annex XX).

Unsatisfactory or incomplete output or failure to conform to the standards of conduct set out in the present instruction shall lead to termination of service for cause, without notice, at the initiative of ITU.

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