Agreement on the transfer of pension rights of participants in the United Nations Joint Staff Pension Fund and of officials in the Organisation for the Prohibition of Chemical Weapons (OPCW)

Whereas, pursuant to the policy of international intergovernmental organizations to facilitate the exchange of personnel, it is desirable to secure continuity of pension rights of staff members transferring between these organizations;

Whereas, the Regulations of the United Nations Joint Staff Pension Fund (UNJSPF) and the Rules of the Provident Fund[1] of the Organisation for the Prohibition of Chemical Weapons (OPCW) authorize the conclusion of such agreements with other international organizations [and with the Governments of Member States] for the transfer and continuity of such rights;

Whereas, at its Thirty-First Session held 5 – 8 September 2011, the Advisory Body for Administrative and Financial Matters, and the Executive Council at its Sixty-Sixth Session held 4–7 October 2011, were notified of the Director-General's intention to conclude an Agreement between the Organisation for the Prohibition of Chemical Weapons and the UNJSPF;

Whereas, at its 59th session held 3-11 July 2012, the United Nations Joint Staff Pension Board approved, and the United Nations General Assembly, by its resolution A/RES/67/240 of 21 December 2012 concurred, the Agreement between the Organisation for the Prohibition of Chemical Weapons and the UNJSPF.

It has been agreed as follows:

Article 1
Definitions

1.1 For the purposes of the present Agreement:
(a) "UNJSPF" means the United Nations Joint Staff Pension Fund;

[1] **Each reference in this agreement that refers to "Pension Scheme" of the OPCW refers to the OPCW Provident Fund. References to the Rules of the Pension Scheme/Provident Fund refer to the Charter and Administrative Rules of the Provident Fund of the OPCW (AD/ADM/12 of 13 July 1998).**

(b) "UNJSPF participant" means a participant in the United Nations Joint Staff Pension Fund;

(c) "OPCW" means the Organisation for the Prohibition of Chemical Weapons;

(d) "Provident Fund of the Organisation for the Prohibition of Chemical Weapons" means the Pension Scheme applicable to officials of the Organisation for the Prohibition of Chemical Weapons;

(e) "Official" means a staff member of the OPCW affiliated to the OPCW Pension Scheme/Provident Fund.

(f) "Parties" means collective reference to both parties of this Agreement, i.e., the UNJSPF and the Organisation for the Prohibition of Chemical Weapons and/or its Pension Scheme.

Article 2
Transfers from the UNJSPF to the Organisation for the Prohibition of Chemical Weapons' Pension Scheme

2.1 A former UNJSPF participant who has not received a benefit under the UNJSPF Regulations and becomes affiliated to the Organisation for the Prohibition of Chemical Weapons' Pension Scheme within one year after separation from service from a UNJSPF member organization and the cessation of UNJSPF participation, may within a further period of one year after the commencement of service and participation in the Organization's Pension Scheme elect to be covered by the provisions of the present Agreement and to transfer the accrued entitlements from the UNJSPF to the Organisation for the Prohibition of Chemical Weapons' Scheme.

2.2 Upon a written and binding election by the former UNJSPF participant, the UNJSPF shall pay to the Organisation for the Prohibition of Chemical Weapons' Pension Scheme, upon request by the Organization, an amount equal to the larger of:

(a) The equivalent actuarial value, calculated in accordance with the relevant articles of the UNJSPF Regulations, of the retirement benefit which the UNJSPF participant had accrued in the United Nations Joint Staff Pension Fund based on the contributory service and final average remuneration up to the date participation in the UNJSPF ceased; or

(b) The withdrawal settlement to which the former UNJSPF participant would have been entitled under the UNJSPF Regulations, upon separation from the service of a UNJSPF member organization.

2.3 Based on the amount transmitted by the UNJSPF under article 2.2 of this agreement, the former UNJSPF participant's account in the Pension Scheme/Provident Fund of the Organisation for the Prohibition of Chemical Weapons will be credited in full, in accordance with the relevant Rules of the Provident Fund.

2.4 Upon such election, the former UNJSPF participant shall cease to be entitled to any benefit under the UNJSPF Regulations.

Article 3
Transfers from the Organisation for the Prohibition of Chemical Weapons' Pension Scheme to the UNJSPF

3.1 A former official of the Organisation for the Prohibition of Chemical Weapons who has not received a benefit under the Organisation for the Prohibition of Chemical Weapons' Provident Fund and becomes a UNJSPF participant within one year after separation from the service of the Organisation for the Prohibition of Chemical Weapons], may within a further period of one year after the commencement of service with a UNJSPF member organization elect to be covered by the provisions of the present Agreement and to transfer the accrued entitlements from the Organisation for the Prohibition of Chemical Weapons' Pension Scheme to the UNJSPF.

3.2 Upon a written and binding election by the former official of the Organisation for the Prohibition of Chemical Weapons, the Organisation for the Prohibition of Chemical Weapons or the Organisation for the Prohibition of Chemical Weapons' Pension Scheme shall pay to the UNJSPF, upon request from the UNJSPF, an amount equal to the larger of:

(a) The actuarial equivalent of the pension rights acquired by the former official in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme, established in accordance with the relevant Rules of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme; or

(b) The total amount of the entitlement, under the relevant Rules of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme, at the date the official left the service of the organization.

3.3 On the basis of the amount determined under article 3.2, the former official shall be credited for purposes of the UNJSPF with contributory service equal to such period as determined in accordance with the actuarial assumptions applied by UNJSPF as of the date of the election and the relevant articles of the UNJSPF Regulations to be equal in value to the amount paid to the UNJSPF by the Organisation for the Prohibition of Chemical Weapons' Pension Scheme.

3.4 The maximum pensionable service credit granted in the UNJSPF by application of this agreement cannot exceed the length of the actual past service that the official of the Organisation for the Prohibition of Chemical Weapons concerned had performed in that organization. After calculating the actuarial value determining the amount required for the maximum available recognition of past service, only the amount required for recognition will be transferred by the Organisation for the Prohibition of Chemical Weapons' Pension Scheme to the UNJSPF.

3.5 Upon such election, the former official of the Organisation for the Prohibition of Chemical Weapons shall cease to be entitled to any benefit under the Rules of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme.

Article 4
Leave without pay (LWOP)

4.1 Transfer of pension rights cannot be completed until formal separation from service and cessation of participation in the original pension plan. Persons on secondment or loan are not considered separated and accordingly are not covered by this agreement. Leave without pay status has to be terminated before pension rights are transferred. If a person is on a leave without pay status for more than three consecutive years, during which no concurrent pension contributions are made, no pension rights can be transferred, as stipulated below. Transfer of pension rights is not permitted if the person contributes concurrently both to UNJSPF and the organization's Pension Scheme/Provident Fund during the LWOP period.

UNJSPF participant on LWOP

4.2 If a UNJSPF participant becomes a participant in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme during a period of leave without pay from a UNJSPF member organization and, upon the termination of such period, ceases to be a participant in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme and resumes contributory service in the UNJSPF without any break in participation, the UNJSPF participant shall not be entitled to any benefit under the Rules of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme in respect of such period but shall instead receive credits in the UNJSPF as provided in article 3 above. The Organisation for the Prohibition of Chemical Weapons' Pension Scheme Plan shall pay to the UNJSPF an amount determined in accordance with article 3.2 above. Such period shall not count for the UNJSPF participant as contributory service in the UNJSPF under article 22 (b).

4.3 The provisions of articles 2.2 and 2.3 above shall apply if, upon the termination of LWOP period, the UNJSPF participant ceases to be a UNJSPF participant and continues to be a participant of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme and the former UNJSPF participant makes an election in writing to that effect within one year of the termination of LWOP period. These provisions shall also apply to the former UNJSPF participant in the event of the death or disability retirement during LWOP under the

Organisation for the Prohibition of Chemical Weapons' Pension Scheme, as long as no benefit election has been made under the UNJSPF Regulations.

Organisation for the Prohibition of Chemical Weapons' official on LWOP

4.4 If a participant of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme becomes a UNJSPF participant during a period of leave without pay from the Organisation for the Prohibition of Chemical Weapons and, upon the termination of such period (not exceeding three consecutive years when no contributions are made), ceases to be a UNJSPF participant and resumes contributory service in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme, the participant shall not be entitled to any benefit under the UNJSPF Regulations in respect of LWOP period but shall instead receive credits in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme Plan as provided in article 2 above. The UNJSPF shall pay to the Organisation for the Prohibition of Chemical Weapons' Pension Scheme an amount determined in accordance with article 2.2 above.

4.5 The provisions of articles 3.2 and 3.3 above shall apply if, upon the termination of LWOP period, the Organisation for the Prohibition of Chemical Weapons' Pension Scheme participant ceases to be the participant in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme and continues to be a UNJSPF participant and the former participant in the Organisation for the Prohibition of Chemical Weapons' Pension Scheme makes an election in writing to that effect within one year of the termination of LWOP period. These provisions shall also apply to the Organisation for the Prohibition of Chemical Weapons' Pension Scheme participant in the event of the death or disability retirement during LWOP under the UNJSPF Regulation, as long as no benefit election has been made under the Rules of the' Organisation for the Prohibition of Chemical Weapons' Pension Scheme.

Article 5
Transitional period

5.1 Officials who entered the service of the Organisation for the Prohibition of Chemical Weapons and its Pension Scheme within one year preceding the effective date of this Agreement, and who have not received any payments from the UNJSPF, may elect to avail themselves of the provisions of this agreement by so informing the UNJSPF, in writing, within one year of the effective date of the Agreement. Upon so electing, the relevant provisions (particularly articles 2, 3 and 4 above) of this Agreement apply.

5.2 Staff members who entered the service of a UNJSPF member organization and became UNJSPF participants within one year preceding the effective date of this Agreement, and who have not received any payments from the Organisation for the Prohibition of Chemical Weapons' Pension Scheme, may elect to avail themselves of the provisions of this agreement

by so informing the Organisation for the Prohibition of Chemical Weapons, in writing, within one year of the effective date of the Agreement. Upon so electing, the relevant provisions (particularly articles 2, 3 and 4 above) of this Agreement apply.

Article 6
Implementation of the Agreement and Administration Costs

6.1 The implementation of this agreement shall be subject to the UNJSPF Regulations and Administrative Rules and to the Rules of the Organisation for the Prohibition of Chemical Weapons' Pension Scheme as well as any internal implementation guidance and procedures established by either Party.

6.2 In order to ensure consistent interpretation and implementation of the provisions of this Agreement, the Parties shall keep each other informed and consult on any changes in implementation practice or other applicable procedures.

6.3 Each Party covers the relevant administrative and other costs incurred in dealing with individual cases arising out of this Agreement, including the determination of transfer values.

6.4 Payments pursuant to this Agreement are remitted promptly. However, no Party shall impose or add interest on account of delays that may occur in transmitting amounts pursuant to this agreement.

6.5 All payments are made and recorded by UNJSPF in US dollars and the UNJSPF is not responsible for fluctuations in exchange rates.

Article 7
Consultations and settlement of disputes

7.1 The Parties shall consult on any matter arising out of the present Agreement. The Parties shall use their best efforts to amicably resolve any issue concerning the interpretation or implementation of the terms of the present Agreement through negotiation.

7.2 Any individual UNJSPF participants or of the Organisation for the Prohibition of Chemical Weapons may bring administrative actions against their employing organization or pension scheme, in accordance with their respective dispute-settlement mechanisms.

Article 8
Termination

8.1 The present Agreement shall continue in effect until modified or terminated by the mutual consent in writing of the Parties hereto, or terminated unilaterally upon not less than one year's prior notice given in writing by either Party.

Article 9
Effective Date of the Agreement

9.1 The present Agreement shall enter into force on signature with effect from 1 January 2013. It has been duly signed in duplicate originals, in English, at the dates and places give below:

For the Organisation for the Prohibition of Chemical Weapons and/or its Pension Scheme

Ahmet Üzümcü
Director-General

Date: 1 Feb 2013
The Hague, The Netherlands

For the United Nations Joint Staff Pension Fund

Sergio B. Arvizú
Chief Executive Officer

Date: 4 Jan 2013
New York, USA