NOTE BY THE TECHNICAL SECRETARIAT

IMPLEMENTATION OF THE JUNIOR PROFESSIONAL OFFICER PROGRAMME AT THE OPCW

1. Following requests from States Parties to investigate the potential for the implementation of a Junior Professional Officer (JPO) Programme at the OPCW, the Technical Secretariat (hereinafter “the Secretariat”) proposed, through a draft concept paper circulated to regional groups in February 2017, a possible format to be considered for the introduction of such a programme. As a result of positive feedback to the draft concept paper and on the basis of further research into the existing programmes at similar international organisations, the Secretariat is in a position to move forward with the institution of a JPO programme at the OPCW, on the following terms.

2. The proposed aims of a JPO Programme at the OPCW would be two-fold. It would provide opportunities for Member States to sponsor young professionals in receiving professional work experience in an international organisation, whilst at the same time providing additional resources to the Secretariat for non-programmatic, extra-budgetary, project-related activities. It is envisaged that States Parties would not be limited to sponsoring only nationals of their State but would also be encouraged to sponsor young professionals from developing nations or nations with economies in transition which are States Parties.

3. At present, the Secretariat is developing an internal policy Administrative Directive to govern the recruitment, selection and administrative concerns of the JPO Programme, building upon the existing policies in place at similar international organisations in order to implement a similar programme at the OPCW. In line with this policy, interested States Parties would be expected to conclude a standard, bilateral agreement (attached to this Note as the Annex) with the OPCW concerning the JPO Programme prior to nominating candidates for consideration of acceptance into the Programme.

4. The Secretariat aims to implement the JPO Programme in the final quarter of 2017. It is anticipated that the internal administrative arrangements may be put in place prior to the end of 2017. Pending participation from sponsoring States Parties and the conclusion of the relevant agreements, the first group of JPOs can be appointed during the first quarter of 2018.

5. Considering the importance of recruiting the staff on as wide a geographical basis as possible, the Secretariat intends to limit the maximum number of JPOs from each regional group to four and from each Member State to one at a time. This would
provide a maximum of 20 JPOs at any point in any given year. When considering the maximum number of JPOs, the young professionals of developing nations or nations with economies in transition sponsored by other States Parties are not considered to be the JPOs of the sponsoring States Parties, but the JPOs of the State Party of which they are nationals.

6. Sponsoring States Parties would be required to financially support all costs related to the employment of the JPO, including the associated administration costs estimated at 10% of the total staff costs of the JPO.

7. JPOs would be generally appointed as fixed-term staff members at step I of grade P-2 and would receive an initial one-year appointment. One possible extension of the appointment of up to one year is envisaged depending on the performance and the availability of funding from the sponsoring State Party, bringing the total maximum service of a JPO to two years. Special provisions in relation to a JPO appointment would be indicated in the internal Administrative Directive, the bilateral agreement between the State Party and the OPCW, and the letters of appointment for JPOs.

8. As fixed-term staff members of the Secretariat, JPOs would be subject to the provisions of the Staff Regulations, Interim Staff Rules, and Administrative Directives except as expressly indicated in the above-mentioned agreements, policies, and letters of appointment. As such, service performed as a JPO would be counted towards the maximum periods of service as indicated in Staff Regulation 4.4.

9. On an annual basis, Offices and Divisions within the Secretariat would be requested to identify non-programmatic projects which could be implemented within their Office or Division and which would be suitable for the assistance of a JPO. A senior member of staff within the Office or Division would be identified as the supervisor of the JPO and de facto project manager. The project should be envisaged for at least a 12-month period and should provide a reasonable complexity commensurate with the grade of the requested JPO. Once approved, a list of potential opportunities would be sent to participating States Parties. In general, JPO vacancies will be in the International Cooperation and Assistance Division, External Relations Division, Administration Division, Office of the Legal Adviser, or Office of Strategy and Policy. The number of JPOs engaged at any one time would be a direct result of the number of non-core programmatic, project-based opportunities provided by the OPCW.

10. Upon receiving the expression of interest in a vacancy from a participating State Party, the Secretariat will temporarily reserve the specific vacancy for the State Party and request nominations of candidates. In case more than one State Party expresses interest, States Parties will be considered in accordance with the following criteria:

   (a) Those States Parties which have never sponsored nationals of their State in the JPO programme will have the priority; and

   (b) A vacancy will be available on a first-come, first-served basis. Should the State Party not provide its nomination in a reasonable timeframe, other interested participating States Parties will be considered.
11. Specific criteria for the nomination from States Parties of suitable candidates for consideration of appointment to the Secretariat will be set forth and clarified in the requests for nominations. However, JPOs shall normally be under the age of 32 years at the time of application and be in possession of an advanced university degree (or equivalent combination of a degree and qualifying experience) together with a minimum of two years of relevant professional experience. In no case shall nominees be considered who do not meet the minimum requirements of the grade of position offered. Final selection of a nominee to the JPO Programme will remain the prerogative of the Secretariat and appointments shall only be confirmed once the full funding for the period of appointment of the JPO has been received.

12. States Parties that wish to participate in the scheme are invited to contact the Human Resources Branch (telephone: +31 (0)70 416 3340; email: recruitment@opcw.org).

Annex (English only): Bilateral Agreement Concerning the Provision of Junior Professional Officers
Annex

BILATERAL AGREEMENT CONCERNING THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS

AGREEMENT

BETWEEN

THE TECHNICAL SECRETARIAT OF THE ORGANISATION FOR THE PROHIBITION OF CHEMICAL WEAPONS

AND

THE RELEVANT MINISTRY OF STATE PARTY

CONCERNING

THE PROVISION OF JUNIOR PROFESSIONAL OFFICERS
This Agreement is entered into between the Organisation for the Prohibition of Chemical Weapons (hereinafter referred to as the “OPCW”), an intergovernmental organisation established under Article VIII of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, represented by its Technical Secretariat (hereinafter referred to as the “Secretariat”) whose address is Johan de Wittlaan 32, 2517 JR The Hague, the Netherlands, and STATE PARTY, represented by its RELEVANT MINISTRY (hereinafter referred to as the “RELEVANT MINISTRY”), whose address is [insert address]. Hereinafter, the Secretariat and the RELEVANT MINISTRY are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the Parties seek to prepare young professionals for careers in the international civil service whilst at the same time providing additional resources to the Secretariat for non-programmatic, extra-budgetary, project-related activities;

NOW, THEREFORE, the Parties hereby agree as follows:

**Article 1**

The RELEVANT MINISTRY undertakes to provide the Secretariat with Junior Professional Officers (JPOs) for activities to be carried out by the Secretariat in accordance with the following principles:

1. JPOs shall be persons with suitable academic and professional qualifications who shall normally be under the age of 32 years at the time of application and be in possession of an advanced university degree (or equivalent combination of a degree and qualifying experience) together with a minimum of two years of relevant professional experience.

2. When the Secretariat determines that there exists a need for JPOs which might appropriately be met by candidates who are nationals of States Parties, a list of potential opportunities would be sent to participating States Parties for the expression of interest. The list would embody or be accompanied by a job description providing for, inter alia, the office to which the JPO would be assigned.

3. Upon receiving the specific request from the Secretariat on the nominations of candidates and expressing its interest in an opportunity, the RELEVANT MINISTRY will provide the Secretariat with a list of candidates in a reasonable timeframe. The Secretariat will give careful consideration to the candidates submitted by the RELEVANT MINISTRY, but may decline any of those candidates for such reasons as it may deem sufficient.

4. Assignment of JPOs pursuant to this Agreement would be made by the Secretariat subject to the agreement of the RELEVANT MINISTRY.

5. Candidates selected for appointment by the Secretariat will have the status of international civil servants and will be subject to the authority of the Director-General of the OPCW and will be responsible to him/her in the exercise of their functions. They shall not seek or accept instructions in the performance of their duties from any government, including their own, or other authority outside the OPCW.
6. When employed by the OPCW, such persons shall work at the OPCW premises (under the direct supervision of a suitably qualified OPCW staff member.

7. The performance of each JPO shall be appraised by the Secretariat. The RELEVANT MINISTRY shall be informed by the Secretariat of the overall performance of the JPO. This provision of performance information will be made part of the JPO’s conditions of assignment.

8. The RELEVANT MINISTRY will meet all identifiable costs such as salaries, allowances, insurance and costs of transportation to and from the duty station to which the JPO is assigned in accordance with the OPCW Staff Regulations, Interim Staff Rules and Administrative Directives, as provided for under Article 6 of this Agreement.

Article 2

1. The RELEVANT MINISTRY intends, within the limits of the budgetary allocations it deems appropriate for this purpose, to find suitable candidates for requests submitted to it in accordance with Article 1, paragraph 2 of this Agreement, and advise the Secretariat of the results within a reasonable period of time.

2. In case the RELEVANT MINISTRY sponsors young professionals of developing nations or nations with economies in transition, the RELEVANT MINISTRY can opt for letting the Secretariat conduct the candidate selection process in accordance with procedures outlined in the organisation’s relevant policy governing the recruitment, selection and administrative concerns of the JPO Programme.

Article 3

1. Candidates selected for appointment by the Secretariat will receive appointments as JPOs and will be issued Letters of Appointment constituting them members of the staff of the OPCW, subject to the OPCW Staff Regulations, Interim Staff Rules and Administrative Directives.

2. Each JPO would normally be assigned for a period of twelve (12) months. This period may, however, be extended for a further maximum period of twelve (12) months by the Secretariat in agreement with the RELEVANT MINISTRY. JPOs would be generally recruited by the Secretariat on the basis of salary grade step I of P-2 as full-time staff of the OPCW.

Article 4

1. As soon as a JPO has been accepted by the Secretariat and a tentative reporting date has been established, the RELEVANT MINISTRY shall pay in advance the sum to be required for the purposes set out in Articles 7 and 8 of this Agreement into an account designated by the Secretariat. The amount shall be paid in Euro based on the estimate for a twelve (12) month period provided by the Secretariat into the bank account designated by the Secretariat. The same procedure will apply in cases where the initial period of service of a JPO is extended in accordance with Article 3 of this Agreement.
2. When the assignment comes to an end, any outstanding surplus relating to the assignment shall be placed to the credit of the RELEVANT MINISTRY who shall advise whether the surplus should be carried over to a subsequent JPO assignment or be returned to the RELEVANT MINISTRY. Similarly, any deficit relating to the assignment to which the RELEVANT MINISTRY has given its prior approval will be paid by the RELEVANT MINISTRY into the account designated by the Secretariat.

3. Within three (3) months of completion of the agreed period of work of each JPO, the Secretariat shall submit to the RELEVANT MINISTRY a final statement of account concerning the assignment.

**Article 5**

All financial transactions pursuant to Article 4 of this Agreement are subject to OPCW internal and external audit. Furthermore, should a report of the external auditor of the OPCW contain observations relevant to the assignment, a copy of such report and comments thereon will be made available to the RELEVANT MINISTRY by the Secretariat.

**Article 6**

The Secretariat shall draw against the accounts mentioned in Article 4 of this Agreement the following expenditures arising directly out of the assignment of the JPO as provided in the Financial Regulations, Rules and directives of the OPCW, including in particular:

1. salaries and allowances payable to the JPO pursuant to the respective Letters of Appointment and the applicable OPCW Staff Regulations and Interim Staff Rules;

2. travel and related expenses to and from the place of assignment for the JPO and dependants who are to be regarded as such according to the OPCW Staff Regulations and Interim Staff Rules;

3. health, accident and disability (service-incurred and non-service-incurred) insurances and employer’s contributions to the Provident Fund;

4. travel expenses and daily subsistence allowances for field assignments which the JPO carries out in the course of his/her employment with the OPCW provided that the RELEVANT MINISTRY has previously agreed to this; and

5. claims in connection with the cessation of employment by the JPO from the OPCW including payment for accrued annual leave if applicable.

**Article 7**

The Secretariat shall draw against the accounts mentioned in Article 4 of this Agreement a sum equivalent to 10 percent of the expenditures referred to in Article 6 of this Agreement to be retained for the settlement of administrative costs.

**Article 8**

All payments in respect of expenditures incurred in currency other than Euro would be made on the basis of the prevailing UN operational rates of exchange.
Article 9

The terms and conditions of this Agreement may be modified as may be found necessary from time to time in the light of experience, by exchange of letters between the Parties.

Article 10

1. This Agreement shall enter into force on the date of the last signature thereof. It shall remain in force for an indefinite period.

2. Either Party may terminate this Agreement by providing three (3) months’ notice in writing.

3. The provisions of this Agreement will survive its termination to the extent necessary for the orderly withdrawal and repatriation of the JPOs and the settlement of financial accounts between the Parties.

In witness whereof, the authorised representatives of the Parties have signed this Agreement.

FOR the Organisation for the Prohibition of Chemical Weapons:

(Signature)  (Signature)

(Name and Title)  (Name and Title)

(Place and Date)  (Place and Date)