



**UN  
VOLUNTEERS**

# **Unified Conditions of Service**

**for UN Volunteers**

Effective 1 October 2021  
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*We are* **inspiration in action**



# **Unified Conditions of Service**

**for UN Volunteers**

*Front: A UN Volunteer plays with children while working with the survivors of the 2016 earthquake in Ecuador (Juan Diego Pérez Arias, UNV 2016).*



Effective 14 November 2022, this document replaces the prior version of the unified Conditions of Service for UN Volunteers.

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The United Nations Volunteers (UNV) programme

We thank our UN Online Volunteer **Vinh Prag** for his design of this publication.



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# I. Overall Guidelines

## 1. SCOPE AND PURPOSE

The United Nations Volunteers (UNV) programme contributes to peace and development through volunteerism worldwide. We provide qualified, highly motivated UN Volunteers to support the work of the United Nations system, to achieve the 2030 Agenda for Sustainable Development. UNV is administered by the United Nations Development Programme (UNDP) and reports to the UNDP/UNFPA/UNOPS Executive Board.

In all assignments, UN Volunteers promote volunteerism through their actions and conduct. The Conditions of Service (COS) form the basis of the policies and rules that regulate the UN Volunteer assignment. The COS is amended periodically by UNV. This COS unifies and supersedes prior versions of the national and international UN Volunteer Conditions of Service.

The provisions of the COS apply to all individuals recruited as UN Volunteers. Separate terms and policies have been established for other initiatives administered by UNV (e.g. Online Volunteers) that fall outside of the scope of this document.

## 2. LEGAL STATUS OF UN VOLUNTEERS

UN Volunteers are not UN staff members. They are subject to neither the UN Staff Regulations and Staff Rules nor to the pay, benefits, or other conditions contained therein. They are nevertheless UN personnel and are governed by this document, including any amendments that may result from the revision of the COS in the future. The terms of service are defined in the Description of Assignment and UN Volunteer Contract issued in each case.

## 3. PRIVILEGES AND IMMUNITIES

Under the Convention on the Privileges and Immunities of the United Nations (the General Convention), UN officials are granted certain privileges and

immunities in the performance of their functions, including, for example, immunity from legal process, but only in respect to words spoken or acts performed in the context of their official functions. These privileges and immunities belong to the United Nations, not to the individual, and can only be waived by the United Nations Secretary-General.

Depending on the UN entities to which they are assigned, international UN Volunteers may be afforded privileges and immunities by the arrangements agreed between these entities and the host governments concerned, which are similar to those granted to officials under the General Convention:

- i. UN Volunteers serving with UNDP are afforded privileges and immunities in accordance with the prevailing UNDP Standard Basic Assistance Agreements (SBAA) with the host governments.*
- ii. UN Volunteers serving with other UN Funds and Programmes enjoy privileges and immunities insofar as the UN Host Entity's agreement with the government provides.*
- iii. UN Volunteers serving in UN missions are generally afforded privileges and immunities under Status of Mission Agreements (SOMAs) and Status of Forces Agreements (SOFAs).*

In addition, UN Volunteers may be covered by the applicable United Nations Development Assistance Framework (UNDAF), United Nations Sustainable Development Cooperation Framework (UNSCDF), or relevant exchanges of letters between UNV and the host government.

National UN Volunteers generally do not enjoy privileges and immunities but may be afforded privileges and immunities in certain circumstances. The determination of whether privileges and immunities apply in an individual case is made by the United Nations Secretary-General.

UNV seeks to ensure UN Volunteers enjoy such protections as are necessary for the independent performance of their functions on behalf of the United Nations. Privileges and immunities apply in the interest of the United Nations and not for the personal benefits of the individuals themselves.

Where the issue of privileges and immunities is disputed in connection with a UN Volunteer, the Host Entity will consult with relevant UN Offices on the appropriate resolution with the host government.

## II. UNV Code of Conduct

In accordance with the ideals of voluntary service, UN Volunteers will be guided by the motivation to devote their knowledge and abilities without regard to financial remuneration. Volunteerism, such as for the Sustainable Development Goals, is encouraged outside of the formal work setting as part of the voluntary nature of the assignment and where allowed by local law.

The following UNV Code of Conduct applies to all persons who serve as UN Volunteers. In addition, UN Volunteers are required to abide by any applicable Host Entity-specific regulations, policies, or administrative issuances governing the conduct of personnel. Failure of a UN Volunteer to adhere to the principles and values of the Charter of the United Nations, the UN Volunteer Conditions of Service, or other relevant administrative issuances by UNV or the Host Entity may constitute misconduct, wherever it occurs and whether or not the UN Volunteer was on duty.

### 1. RESPECT FOR THE PRINCIPLES OF THE UN CHARTER

- a. UN Volunteers must uphold, respect, and be loyal to the principles set out in the Charter of the United Nations, including respect for fundamental human rights, in the dignity and worth of the human person, and in the equal rights of all people. Consequently, UN Volunteers must show respect for all persons equally and shall not discriminate against individuals or groups of individuals. Specifically, UN Volunteers must show respect for all persons equally without distinction whatsoever based on race, gender, religion, color, national or ethnic origin, language, sexual orientation, disability, age, socio-economic status, political conviction, or any other distinguishing feature. Any form of discrimination, workplace or sexual harassment, abuse of authority, assault, or threat is prohibited.

### 2. INTEGRITY, INDEPENDENCE, AND IMPARTIALITY

- a. UN Volunteers must ensure that they undertake their duties in the interests of the United Nations. UN Volunteers must uphold and promote the highest



standards of efficiency, competency, and integrity, ethical and professional conduct, as well as values inherent in volunteerism, such as commitment, engagement, and solidarity. The concept of integrity includes, but is not limited to, probity, impartiality, fairness, honesty, and truthfulness in all matters affecting their work and status.

- b. Although UN Volunteers are not expected to relinquish national sentiments or political and religious convictions, they may not engage in any activity that may be inconsistent with the independence and impartiality required of persons affiliated with the United Nations. UN Volunteers must avoid any action and any public statement which may reflect negatively on the United Nations or the integrity, independence, and impartiality of the United Nations. UN Volunteers may not speak or write publicly on any matter related to UN activities unless specifically authorized to do so by UNV or the Host Entity.
- c. UN Volunteers must neither seek nor accept instructions from any government or any other source external to the UN system, except as authorized by UNV or the Host Entity. Unless specifically authorized by UNV or the Host Entity, UN Volunteers must not communicate to any government, entity, person, or any other source any information known to them by reason of their function for the United Nations, which the UN Volunteer knows or ought to have known has not been made public. These obligations do not end upon separation from the UN Volunteer assignment. UN Volunteers shall not, unless authorized by UNV or the Host Entity, accept any honor, decoration, favor, gift, or remuneration from any government or non-governmental source for activities carried out during their official functions.

### **3. PRIVATE LEGAL OBLIGATIONS**

- a. UN Volunteers must honor their private legal obligations. Failure to do so may amount to misconduct. The privileges and immunities of the United Nations provide no excuse for UN Volunteers to fail to comply with local laws and their private legal obligations. Unlawful acts (e.g. theft, fraud, smuggling, possession or sale of illegal substances or objects, driving under the influence of drugs or alcohol, etc.) are prohibited.

### **4. SPECIFIC INSTANCES OF PROHIBITED CONDUCT**

- a. Any form of sexual exploitation and abuse is prohibited. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or the age of consent locally, except where a UN Volunteer is legally married to a person who is under the age of 18 but over the age of majority



*UN Volunteer Alaa Abu Ramadan serves with the UN Office for the Coordination of Humanitarian Affairs in the Gaza Strip (UNV, 2018).*

or consent in his or her country of citizenship. Mistaken belief in the age of a child is not a defense. The exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior, is prohibited. UN Volunteers are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. The UN Secretary-General Bulletin on Special Measures for Protection from Sexual Abuse and Exploitation ST/SGB/2003/13, as updated from time to time, will apply to UN Volunteers. (see Annex 01)

- b. UN Volunteers must not engage in any form of harassment, including sexual harassment, whether such conduct is intentional or through the perpetuation of an environment where such conditions are reasonably considered to occur. This prohibition applies equally within the workplace and outside it.
- c. UN Volunteers must not engage in any form of abuse of authority. The use of authority or influence, or representation thereof, in relation to functions or status with the UN to improperly coerce others to act or fail to act is forbidden. This prohibition applies equally within the workplace and outside it.
- d. UN Volunteers shall not use their function for the United Nations or knowledge obtained therefrom for the private benefit of themselves or others, or to the detriment of others. Misuse of office, misrepresentation, forgery, false

certification, breach of confidentiality, and abuse of United Nations privileges and immunities are prohibited.

- e. UN Volunteers must report any misconduct to the officials whose responsibility it is to take appropriate action. They must cooperate with any duly authorized audits and investigations. They may not take retaliatory action against or interfere with a complainant or an investigation participant or take any other action in violation of the applicable Host Entity's policy or administrative issuance on the protections against retaliation and reporting of misconduct. In addition, making false accusations and disseminating false rumors is prohibited. (see Annex 02 for Whistleblower Protection)

## **5. OUTSIDE ACTIVITIES**

- a. UN Volunteers' outside activities must not detract in any way from their formal work assignments, be contrary to the purposes or principles of the UN, or a violation of local law. UN Volunteers must not engage in any activity that is detrimental to the United Nations or UNV. Any outside activity must also be consistent with the UN Volunteer's visa status.
- b. UN Volunteers must obtain authorization from UNV or the Host Entity for any outside activity, employment, business, voluntary activity, office, or membership in governmental and non-governmental bodies, whether remunerated or not, including those that commenced prior to their UN Volunteer assignment. The appropriateness of the outside activity will be determined by the Resident Representative or Head of Office of the Host Entity in accordance with applicable Ethics Office guidance, as necessary. UN Volunteers may not, under any circumstances, accept any supplementary payment from a government or any other source, outside of agreements that UNV has explicitly entered into with specific governments.

## **6. STANDARDS OF CARE AND FIDUCIARY OBLIGATIONS**

- a. UN Volunteers must act in good faith and exercise due care, diligence, and integrity in performing their duties for the United Nations. UN Volunteers must discharge their functions with due care for their fiduciary obligations and must act in a manner to protect the Host Entity and UNV, as well as their assets, from loss, damage, misuse, theft, and waste. Misuse or mishandling of official property, assets, equipment, or files, including electronic files or data, is prohibited.

# III. Definitions

1. **UN Volunteer Contract:** The UN Volunteer Contract is the legally-binding agreement between the UN Volunteer and UNV, which defines the rights and responsibilities of both the UN Volunteer and UNV. The UN Volunteer Conditions of Service and the Description of Assignment are integrated with the UN Volunteer Contract.
2. **Type:** Type refers to the overall group to which a UN Volunteer belongs. There are only two UN Volunteer types: national and international. The types are mutually exclusive, and a UN Volunteer cannot be both simultaneously a national UN Volunteer and an international UN Volunteer. The type of the UN Volunteer is indicated in the Description of Assignment.
3. **Category:** Category refers to the categories within each type (i.e. Community, University, Youth, Specialist, Expert, etc.), which relate to the level of functions the UN Volunteer is to perform based on individual qualifications, including, but not limited to, age, education, and experience. The category of the UN Volunteer is indicated in the Description of Assignment.
4. **International UN Volunteer** is a UN Volunteer whose duty station, as specified in the Description of Assignment, is not a country for which they hold nationality. An individual who holds the nationality of the country in which their duty station is located cannot serve as an international UN Volunteer in that country.\*
5. **National UN Volunteer** is a UN Volunteer who is a national, resident, refugee, or stateless individual, who is physically present in the country in which the duty station, as specified in the Description of Assignment, is located, and whose status as a refugee, or stateless individual relates to the country of assignment. An individual who is a national, resident, refugee, or stateless individual in the country in which their duty station is located cannot† serve as an international UN Volunteer in that country.
6. **Commencement of Service:** The Commencement of Service date is the date on which the selected candidate begins their official duties. Where official travel

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\* Unless permitted under UNV specific Special Programme Initiatives, promulgated volunteer policies, waivers, or other administrative instructions.

† Idem.

to the duty station is authorized, the Commencement of Service date is defined as the start date of said travel on the date, route, and modality authorized by UNV. The Commencement of Service date will be set out in the UN Volunteer Contract.

7. **Description of Assignment:** The Description of Assignment (DOA) identifies the type, category, and tasks the UN Volunteer is to perform during their volunteer assignment, the duty station for their assignment, and the Host Entity to which the UN Volunteer has been assigned. The Description of Assignment is an integral part of the UN Volunteer Contract.
8. **Reassignment:** For a change to a UN Volunteer assignment to constitute a reassignment, the UN Volunteer must be:
  - a. *Remaining in the same UN Volunteer category and type;*
  - b. *Changing their duty station within the same country or mission area for a period of more than three (3) months; and*
  - c. *Remaining with the same Host Entity.*

Changes to core functions can occur as part of a reassignment and will not constitute a new assignment. Reassignments do not require the issuance of a new UN Volunteer Contract, but the UN Volunteer must consent to the reassignment. Funds for travel and settling-in will be provided in cases of reassignment. See Annex 05 for allowances. Evacuations do not constitute a reassignment.

9. **New UN Volunteer Assignment:** The following constitute a new UN Volunteer assignment:
  - a. *A UN Volunteer changes their duty station outside the country or mission area; or*
  - b. *A UN Volunteer is assigned to a different host entity; or*
  - c. *A UN Volunteer changes type (national/international) or category (Community/University/Youth/Expert/Specialist etc.).*

A new UN Volunteer assignment requires the issuance of a new UN Volunteer Contract. The terms of a new assignment shall be fully applicable without regard to any prior service as a UN Volunteer under a prior assignment. The extension or renewal of a UN Volunteer Contract without any change to the UN Volunteer assignment is not a new assignment, even if such extension or renewal requires

the signature of a new contract. The UN Volunteer must consent to a new assignment. Evacuations do not constitute a new assignment.

10. **Other changes:** Other changes to a UN Volunteer assignment that do not meet the criteria of a reassignment or a new assignment or which are a result of the security evacuation of a UN Volunteer do not require the UN Volunteer's consent nor the issuance of a new UN Volunteer Contract.
11. **Period of Assignment:** The period of assignment is the period under which a UN Volunteer served for one or a series of UN Volunteer Contracts without undertaking a new volunteer assignment (as defined above). Absent the need for an evacuation, the period of assignment will be in the same country of assignment, with the same or similar tasks for one Host Entity. The period of assignment begins at the Commencement of Service date specified in the initial UN Volunteer Contract and ends with the separation from service under the terms of the UNV COS.
12. **Maximum Service Periods:** The maximum service period is the maximum period in which an individual may serve as a UN Volunteer either cumulatively or under each type (national or international). No person can serve more than a cumulative total of eight (8) years in a lifetime as a UN Volunteer and no person can serve more than a cumulative total of four (4) years in a lifetime as either a national or an international UN Volunteer.
13. **Age criteria for UN Volunteers:** UN Volunteers must be a minimum of 18 years of age at the time of the commencement of the assignment. In addition, UNV may establish higher age criteria for certain categories on organizational policy groups or set maximum age limits in cases where there is life insurance policy limitation or age related safety and security risks.
14. **Host Entity:** The Host Entity is the UN entity that has requested the services of a UN Volunteer. UN Volunteers are assigned to activities supported by the Host Agency during the UN Volunteer assignment.
15. **Nationality:** Nationality is the nationality legally held by the UN Volunteer in a UN-recognized Member State. UNV recognizes only one nationality of a UN Volunteer for personal status and entitlement purposes. If a UN Volunteer possesses more than one nationality or is considered stateless as determined by the UN, the recognized nationality of the individual for the purposes of their UN Volunteer assignment will be based on the nationality with which the individual, in the view of the UNV Executive Coordinator or designate, is most closely associated. If an individual has previously served with a UN entity as a



staff member, UNV will recognize the primary nationality under which he or she was registered for the staff assignment, unless, in the view of the UNV Executive Coordinator or designate, the UN Volunteer holds a closer association with another nationality.

16. **Place of Recruitment:** The Place of Recruitment is the location provided by the UN Volunteer candidate to UNV at the time the candidate is selected for a UN Volunteer assignment from which the UN Volunteer is expected to travel to undertake his or her assignment. If the UN Volunteer is not at the Place of Recruitment at the commencement of assignment or travel to the assignment, UNV may, at its discretion, change the Place of Recruitment.
17. **Domicile:** The domicile is the location provided by the UN Volunteer candidate to UNV at the time the candidate is selected for a UN Volunteer assignment, where the UN Volunteer holds his or her permanent principal home and to which the UN Volunteer will return upon completion of service. The domicile may not necessarily be the same location as the Place of Recruitment.
18. **Children:** Children are defined as biological children, adopted children, and stepchildren, who are not married or not in a recognized partnership or union, and are under the age of 21 at the date of the Commencement of Service.
19. **Spouse or partner:** UNV will recognize only one spouse or partner, including those who are part of a recognized partnership or union.
20. **Recognized primary dependents:** Recognized primary dependents are immediate family members meeting one of the following criteria: recognized spouses, recognized partners, or recognized union, or children as defined above. Recognized primary dependents are separated into two sub-categories for UNV purposes: primary family unit (PFU) and additional primary dependents.
21. **Primary Family Unit:** The primary family unit (PFU) comprises recognized primary dependents and is limited to either one recognized spouse or partner, and up to two children; or, in the absence of a specified spouse or partner, including those in a recognized union, up to three children. It is the UN Volunteer's discretion to choose which dependents they wish to nominate for the PFU.
22. **Additional primary dependents:** Additional primary dependents are additional children, as defined above, and either the recognized spouse or partner who is not nominated to be part of the PFU, or other individuals in a recognized conjugal relationship with the UN Volunteer, but who are not the recognized

spouse or partner. All children, who are unmarried, not in a recognized partnership or union, or under the age of 21, who are accompanying the UN Volunteer to the duty station and who are not already nominated as PFU member, will be additional primary dependents.

23. **UNV Headquarters:** UNV Headquarters is the central administration of UNV, located in Bonn, Germany.
24. **Administering Office:** The Administering Office may refer to either UNV Headquarters, the United Nations Development Programme (UNDP) Country Office, the UNV Regional Office, the UNV Field Unit located in the UNDP Country Office, or the UNV Field Unit located in UN Peace Operations or other UN Mission. The Administering Office is distinct from the UN Host Entity.
25. **UNDP Resident Representative (UNDP RR):** The UNDP Resident Representative is the accredited senior UNDP official in the programme country. The UNDP Resident Representative represents UNV at the country level.
26. **UNDP Country Office (UNDP CO):** The UNDP Country Office is the UNDP representation in a given country. In most cases, UNV's activities are administered by the UNDP Country Office.
27. **UNV Field Unit (UNV FU):** The UNV Field Unit is the representative entity of UNV in the field that manages various in-country functions on behalf of UNV, including UN Volunteer assignments. It is normally headed by a UNV Programme Analyst located in the UNDP Country Office or a Programme Manager within a UN Peace Operation or other UN Mission.
28. **Discrimination:** Discrimination is any unfair treatment or arbitrary distinction based on a person's race, sex, gender identity, religion, nationality, ethnic origin, sexual orientation, disability, pregnancy, age, language, social origin or other status. Discrimination may be an isolated event affecting one person or a group of persons similarly situated, or may manifest itself through harassment or abuse of authority.
29. **Harassment:** Harassment is any improper and unwelcome conduct that has caused, or that might reasonably be expected or be perceived to cause, offence or humiliation. Harassment may be present in the form of words, gestures, electronic communication or other actions that annoy, alarm, abuse, demean, intimidate, belittle, or cause personal humiliation or embarrassment to another, or cause an intimidating, hostile or offensive work environment.

It includes but is not limited to harassment based on any grounds, such as race, religion, color, creed, ethnic origin, physical attributes, gender identity, or sexual orientation. Harassment will often consist of a series of incidents, but it may be brought about by a single incident only. The mere expression of disagreement, admonishment, criticism or similar action regarding work performance, conduct or related issues within a supervisory relationship shall not be considered prohibited conduct.

30. **Sexual Harassment:** Sexual Harassment is a form of harassment and is any unwelcome sexual advance, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that has or that might reasonably be expected or be perceived to cause offense or humiliation. Sexual harassment may result in an intimidating, hostile or offensive environment or is made a condition of employment. Sexual harassment normally implies a series of incidents. However, a one-time incident could fall within the definition of sexual harassment if it has an unambiguously offensive sexual character. Staff members with any gender identity can be either the injured party or the offender.
31. **Abuse of authority:** Abuse of authority is the improper use of a position of influence, power or authority. This includes situations when the person in question uses their influence, power or authority to arbitrarily influence the career or employment conditions (including, but not limited to, appointment, assignment, contract renewal, performance evaluation or promotion) of other personnel. Abuse of authority can include a one-time incident or a series of incidents. It may also consist of conduct that creates a hostile or offensive work environment, which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion.
32. **Misconduct:** Misconduct is the failure by a UN Volunteer to adhere to the principles and values of the Charter of the United Nations, the UN Volunteer Conditions of Service, or other relevant administrative issuances by UNV or the Host Entity. Misconduct can be deliberate (an intentional or willful act) or result from an extreme or aggravated failure to exercise the standard of care that a reasonable person would have exercised with respect to a reasonably foreseeable risk (gross negligence) or from complete disregard of a risk which is likely to cause harm (recklessness). Abetting, concealing, or conspiring in any form of misconduct, including any act or omission, also constitutes misconduct.

# IV. Recognition of Dependents

1. UNV recognizes eligible familial relationships of a UN Volunteer for purposes of determination of benefits and entitlements, duty of care protections, and inclusion in the UN Volunteer assignment.
2. **Recognized primary dependents:** Recognized primary dependents are immediate family members meeting one of the following criteria: recognized spouses or partners (including those who are part of a recognized union), and biological children, adopted children and stepchildren, who are not married or not in a recognized partnership or union and are under the age of 21 (see Definitions in Section III). Dependents already claimed by another UN personnel member cannot also be claimed by a UN Volunteer for purposes of receiving dependency-based benefits and entitlements. In such cases UNV will review the facts of the case and will make a determination in the interest of the Organization if any benefit or entitlement should be reduced or amended. Recognized primary dependents are separated into two sub-categories for UNV purposes: primary family unit (PFU) and additional primary dependents.
3. **Recognition of marriage, partnerships, or unions:** UNV recognizes partnerships or civil unions in addition to marriages. UNV Headquarters will determine whether a marriage, partnership, or union may be recognized for the purpose of UNV benefits. The validity of a marriage, partnership, or union will be determined by reference to the competent authority under which the marriage, partnership, or union has been established, with the determination being made by reference to the authority and in the manner, which, in the opinion of the UNV Executive Coordinator or designate, is most appropriate to pronounce on that status. The UN Volunteer is required to provide UNV with any requested supporting legal documentation in determining eligible UN dependents.
4. **Recognition of children:** For the recognition of children, the UN Volunteer is required to submit relevant certificates to formally establish the eligibility of a child as a recognized primary dependent relationship. UN Volunteers must demonstrate to the satisfaction of UNV that they have legally established primary parental and financial responsibility for any children claimed as recognized primary dependent(s). Such documentation may include, in the

case of biological children, birth certificates of the children. In the case of adopted children, certificates of adoption issued by the relevant national authority, as determined by UNV, and in the case of stepchildren, a certificate of guardianship issued by the relevant national authority, as determined by UNV, to the UN Volunteer or the person to whom the UN Volunteer is married or in a recognized partnership or union with. Such documentation is required irrespective of whether the children are accompanying the UN Volunteer to the duty station.

Additional documentation may be required to establish custody or guardianship of the biological, adopted, or stepchild. Such documentation is reviewed by UNV Headquarters at the time of recruitment. UNV will not recognize any person as a dependent who, in its view, does not meet the above requirements. Recognized primary dependent children who will reach the age of 21 less than six (6) months after the date of the Commencement of Service, may be considered part of the PFU, but will not be eligible for any recognized primary dependents entitlements, except for family allowance eligibility (see Family Allowance in Section VII.9(g)).

5. **New additions to the PFU** are only permitted where the maximum permissible PFU membership limit has not yet been reached and in cases of:
  - a. Birth or adoption of a new child, or addition of a stepchild following the procedures indicated above; or
  - b. Recognized marriage, partnership, or union following the procedures indicated above.
6. **Changes to the PFU** are only permitted within an assignment in cases where:
  - a. A child who is a member of the PFU turns 21, gets married, enters into a recognized partnership or union, dies, or is no longer resident at the duty station.
  - b. Where the recognized spouse or partner no longer qualifies as such through death, or annulment or dissolution of a marriage, recognized partnership, or union.

Other requests for substitution of PFU members are not permitted.

7. **Notification of Changes to PFU or Additional Primary Dependents:**

- a. It is the responsibility of the UN Volunteer to update UNV in the event of changes to the PFU or additional primary dependents. These include:
  - i. *Divorce or annulment of a marriage, or dissolution of a recognized partnership or union.*
  - ii. *A child has reached 21 years of age, has married, or died, or is no longer resident at the duty station.*

UNV reserves the right to determine the validity of changes in the PFU or additional primary dependents and may reject changes where, in the opinion of the Executive Coordinator or designate, the circumstances indicating a change in PFU have not been met.

- b. Any changes to PFU or additional primary dependents must be reported within 90 calendar days of the status change. Supporting documentation must be provided if available. Late submission may result in a loss of dependent-related benefits and entitlements. Failure to keep UNV apprised of changes may constitute misrepresentation and misconduct and may result in recovery and/or disciplinary proceedings where applicable.



*National UN Volunteer  
Racha Serhal, is  
undertaking a  
comprehensive socio-  
economic survey for a shop  
in Nabaa using digital  
tools (UNDP, 2017).*





# V. Work Management

1. **Host Entity Integration:** UN Volunteers are under the overall exclusive administrative authority of UNV, but they serve under the functional authority, management, and supervision of the Host Entity. UN Volunteers are subject to the supervisory framework of the Host Entity for, among other things, working hours, working days, reasonable accommodation, telecommuting options, flexible working arrangements, leave management, performance management, overtime working hours, participation in internal mechanisms for advocacy of UN personnel rights, duty of care protections, and observance of public holidays. When provided by the local staff association, UN Volunteers may be included in the relevant Staff Association of the Host Entity.
2. **Roles and Responsibilities of UN Volunteers:** UN Volunteers will generally not be engaged for, nor made to perform functions with fiduciary, certifying, approving, supervisory, managerial, representational duty and responsibilities or those normally performed by staff members of the Host Entity. This does not absolutely preclude UN Volunteers from carrying out task management of capacity development of UN staff members or hold roles of increased responsibility. However, in such cases the Host Entity must deploy proper risk management, and a staff member of the Host Entity must retain general oversight, direction, and supervisory responsibility of the UN Volunteer, even when stationed in another location.
3. **Compensatory Time Off (CTO):** The purpose of CTO is to allow adequate rest for UN Volunteers. Where UN Volunteers are called upon to work, within reasonable limits, beyond official working hours, there will be no additional payment made, but they may be granted CTO equal to the number of extra hours worked, in accordance with the local practice of the Host Entity for national and international UN staff members. No payment can be made in lieu of CTO.
4. **Mission travel**
  - a. Travel for a period of less than three (3) months, whether inside or outside the country of assignment, is mission travel and is not considered a new volunteer assignment or reassignment.

- b. Mission travel will be in accordance with Host Entity rules and procedures for Host Entity staff, including, but not limited to, Daily Subsistence Allowance (DSA), terminals, types of tickets purchased, travel times, stopovers, etc. Costs related to mission travel are borne and paid by the Host Entity, will not be covered by UNV, and are not part of the cost of fielding the UN Volunteer.
  - c. UN Volunteers on mission to duty stations eligible for Wellbeing Differential will not receive the Wellbeing Differential for that duty station. Any issues and associated costs arising due to mission travel, including but not limited to visa issuance, both to the receiving country as well as upon return to the country of assignment, are the responsibility of the Host Entity.
5. **Proprietary rights:** All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials developed in any work performed by a UN Volunteer as part of his or her official duties shall be vested in the Host Entity. UNV will enjoy a perpetual, royalty-free, non-exclusive, and non-transferable license to use all intellectual property or other proprietary rights arising from the UN Volunteer assignment. Use by the UN Volunteer of work-related products, including after the UN Volunteer assignment, is subject to the pre-approval of the UN Host Entity or UNV. Misappropriating or withholding intellectual property of the United Nations system by UN Volunteers may be grounds for disciplinary action and/or further legal action.

# VI. Appointment as a UN Volunteer

1. **Selection:** Upon selection by the Host Entity and confirmation by UNV, an applicant will be notified of their selection to serve in a UN Volunteer assignment. The candidate will not be appointed as a UN Volunteer until the successful completion of the UN Volunteer recruitment process, as outlined in this chapter.
2. **UN Volunteer Offer and Contract:** Once the selected candidate has been selected for a UN Volunteer assignment and pre-clearances have been completed, they will be sent a UN Volunteer Letter of Offer (hereinafter the “Offer”) identifying the duration of the assignment and details of the applicable entitlements for the UN Volunteer assignment. Appointment as a UN Volunteer remains conditional on the candidate obtaining the following:
  - a. Medical clearance from the appropriate UN entity stating that the selected candidate is physically fit to assume the UN Volunteer assignment and perform the required functions.
  - b. Applicable government clearances, such as moving permissions or visa and entry requirements.
  - c. Applicable security clearance.
  - d. All prior training requirements.
  - e. Any other clearances and conditions, which may be applicable to the UN Volunteer assignment.
3. **Upon receipt** and in line with the time stipulated in the Offer, the selected candidate is required to complete and sign the Offer, including associated forms, and submit all documents to the recruitment focal point through the appropriate channels indicated in the Offer. By signing the Offer, the selected candidate acknowledges receipt of, understanding of, and agreement to the terms and conditions of the assignment, the list of entitlements specific to the

assignment and country, and the obligations contained in the UN Volunteer Conditions of Service.

4. **Signature of the Offer** constitutes a commitment to formalize the appointment as a UN Volunteer. The selected candidate must not undertake official travel without authorization from UNV Headquarters and authorization will not be provided until the selected candidate has confirmed their agreement to the Offer, completed all recruitment formalities and signed the UN Volunteer Contract. Travel prior to UNV authorization may constitute grounds for cancelling the assignment.
5. **The conditions of the Offer** are considered complete once the selected candidate has:
  - a. Indicated their written acceptance of the assignment terms under the Offer; and
  - b. Been provided medical clearance from the appropriate UN entity stating that the selected candidate is physically fit to take up the UN Volunteer assignment and perform the required functions;
  - c. Received applicable government clearances, such as moving permissions or visa and entry requirements;
  - d. Received applicable security clearance and completed all pre-assignment training requirements;
  - e. Received any other clearances and conditions, which may be applicable, to the UN Volunteer assignment.
6. **Upon meeting all the conditions** contained in the Offer, the selected candidate will receive a UN Volunteer Contract (hereinafter the “Contract”) for signature. Where official travel to the duty station is involved, the Contract must be signed or electronically signed prior to the UN Volunteer’s departure. In all cases, the Contract should be signed or electronically signed prior to Commencement of Service.
7. **By signing or electronically signing the Contract**, the selected candidate confirms to have read, understood, and accepted the terms of the UN Volunteer assignment as outlined in the Contract and all annexes thereto including the UN Volunteer Conditions of Service.

8. **The Contract** is strictly limited to the dates of the UN Volunteer assignment outlined therein. The Contract carries no expectancy of extension or renewal beyond those dates or of conversion into another UN Volunteer assignment or any other contract type, including UN staff appointments.
9. **Commencement of Service:**
  - a. The Commencement of Service date is generally the date on which the selected candidate begins official duties, including, where applicable, taking up official travel by the route and in the manner authorized by UNV to the UN Volunteer assignment. Once the selected candidate commences authorized official travel, medical, and life insurance, and rules pertaining to security apply. The payment of allowances and other benefits will also begin from the date of Commencement of Service.
  - b. The date for which the selected candidate is required to commence service is agreed upon beforehand with the UN Host Entity, identified in the Contract, and forms a condition of the Contract.
10. **Cancellation, Withdrawal, or Declining the Offer or Contract:**
  - a. **Withdrawal of the Offer by the Host Entity/UNV:**

If the offer is withdrawn by the Host Entity/UNV at a time when the selected candidate fulfils the conditions of the Offer, but has not signed the Contract, only expenditures incurred for obtaining government and medical clearances will be reimbursed to the selected candidate.
  - b. **Withdrawal of the Contract by the Host Entity/UNV:**

If the contract is withdrawn at the request of the Host Entity/UNV at a time when the selected candidate fulfils the conditions set forth in the Offer and has signed the Contract an amount of compensation equivalent to one month of Monthly Living Allowance (MLA), which is also equivalent to the notice period for termination, will be paid to the selected candidate. (See Section XIII.5(d)).
  - c. **If after signing the Offer or the Contract the candidate declines**

In cases where the UN Volunteer declines to take up assignment after signing the Offer or the Contract, they will be required to refund to UNV any amounts that have already been disbursed (such as Entry Lump Sum, cost of travel to the duty station, etc.). If they do not refund the sums disbursed, they will be excluded from future opportunities to be a UN Volunteer, information on outstanding debts may be disclosed to other UN entities, and appropriate legal steps may be taken to recover outstanding debts.



# VII. Travel, Allowances, and Entitlements

1. The purpose of the allowances and entitlements paid to UN Volunteers is to enable UN Volunteers to sustain a secure standard of living at the duty stations in line with United Nations standards without incurring personal costs. The allowances are in no way to be understood as compensation, reward, or salary in exchange for the UN Volunteer's service. Contingent on specific eligibility criteria, location of the volunteer assignment and contractual type and category, the payment of allowances will begin from the date of Commencement of Service. See Annex 05 for allowances.
2. **Entry Lump Sum Allowance:** As of the Commencement of Service date, the UN Volunteer shall be entitled to receive a set amount established by UNV that is in part a contribution towards all expenses incurred before and initially upon commencement of service (see Annex 05). This is a one-time payment made only to the UN Volunteer to help meet the following:
  - a. Pre-departure expenses, including all costs related to obtaining passport(s) and visa(s) for those travelling internationally, entry medical examination, vaccination(s), purchasing medicines, and required prophylactic health items.
  - b. For UN Volunteers who are authorized to travel to another duty station, the Entry Lump Sum incorporates all costs for shipment of personal effects.
  - c. Living Costs for Mandatory Inductions/Briefings for up to seven calendar days within Country of Assignment: The Entry Lump Sum Allowance covers living expenses, including accommodation costs, up to seven (7) calendar days that the UN Volunteer and any recognized primary dependents, authorized by UNV or the Host Entity to accompany the UN Volunteer, might have to stay in another location within the Country of Assignment for UNV and/or Host Entity induction and security briefings before being deployed to the duty station. Travel costs to and from the mandatory stopover location will be covered by the requesting UN Host Entity.

- i. *For induction purposes, if the initial stay in another location exceeds seven calendar days, the UN Volunteer is entitled to payments following Host Entity rules on authorized official travel, including any applicable DSA, terminals, and other related payments, at the expense and payment of the requesting UN Host Entity.*
  - ii. *If a UN Volunteer cannot be deployed to the duty station for reasons outside their control and other than for induction purposes beyond seven (7) calendar days, the UN Volunteer will receive the Volunteer Living Allowance (VLA) applicable to the location in which they must remain plus the applicable DSA for that location to cover the higher costs associated with the temporary and uncertain nature of their presence outside their ultimate duty station.*
- d. Costs of temporary accommodation such as staying at a hotel and other living expenses after arrival in the duty station.
- e. Buying basic household items and meeting other one-time expenses that are typically incurred when moving and setting up a new residence. See Section VII.5 below.
3. **The Entry Lump Sum** is not intended to cover the cost of authorized travel itself nor for travel to and from mandatory stopovers outside the country of assignment.
4. **Living and Travel Costs for Mandatory Inductions/Briefings outside the Country of Assignment:** When a UN Volunteer is required to attend a mandatory induction, security training, or another obligatory stopover by the UN Host Entity outside of the country of assignment, the UN Volunteer and any recognized primary dependents authorized by UNV or the Host Entity to accompany the UN Volunteer will be due payments in accordance with the Host Entity rules on authorized official travel, including the cost of travel itself (per Section VII.6(h)), as well as any applicable DSA, terminals, etc., and these will be made at the expense of, and paid to the UN Volunteer by, the requesting UN Host Entity.
5. **Locating Suitable Accommodation in the Duty Station:** Although UNV or the Host Entity may offer initial assistance in locating suitable accommodation options, the UN Volunteer is fully responsible for identifying suitable and safe housing and for adhering to lease formalities including signing contracts with the landlord and paying for the rent, utilities, etc. As noted, for those UN Volunteers authorized to travel by UNV, the Entry Lump Sum allowance is provided in part to





*Moussa Habou, international UN Volunteer from Niger, works as advisor in a regional project in West Africa for marine and coastal resources management (Sylvain Cherkaoui, UNV 2014).*

support any temporary accommodation needs, while the UN Volunteer searches for more permanent housing. See Section VII.2(e).

## 6. **Travel Entitlement**

- a. **Travel Entitlement of UN Volunteer:** The UN Volunteer and PFU members, who are authorized by UNV to travel, are entitled to travel funds under the following circumstances:
  - i. *On initial or new assignment, provided that the UN Volunteer and PFU members are authorized to travel by UNV Headquarters.*
  - ii. *On change of official duty station, as defined as reassignment in Section III.8.*
  - iii. *For eligible Home Visit, as authorized per Section VII.11.*
  - iv. *Repatriation, as authorized per Section IX.*
- b. **Travel documents:** UN Volunteers and recognized primary dependents authorized to travel by UNV must travel using their national passports. UN Volunteers are generally not entitled to a United Nations Laissez-Passer and/or UN Travel Certificate.
- c. **Visas, residency permits, and clearances for Entitlement travel** (Assignment, Home Visit, Reassignment, Repatriation):
  - i. *It is the responsibility of the UN Volunteer to obtain all necessary legal clearances, including transit and entry visas from the respective embassies/consulates, for all UN Volunteer entitlement travel.*
  - ii. *For those travelling internationally, if there is no diplomatic or consular representation for the country of assignment in the place of recruitment, the Host Entity will coordinate the issuance of entry visas for the UN Volunteer and authorized dependents in another country, or upon arrival in the country of assignment.*
  - iii. *Travel required for obtaining necessary visas in coordination with the Host Entity will be treated as Mission Travel and will be reimbursed to the selected candidate/UN Volunteer, with costs charged to the Host Entity. Once in the country of assignment, the UN Volunteer must collaborate with the Host Entity to obtain any necessary residency permits. Costs of residency permits will be borne by the Host Entity.*
  - iv. *The Host Entity in the country of recruitment will provide technical assistance for all clearances including necessary visas and residency permits. This is*



*often in the form of a certificate or a letter (Note Verbale) to the appropriate authorities. Please refer to Section XI.1(c) for details on security clearance.*

- v. *The UN Volunteer and recognized primary dependents authorized to travel by UNV must not commence entitlement travel to the country of assignment or to another country where mandatory training is to occur until the required authorization to travel, transit, and entry visas are obtained and authorization to proceed has been confirmed by UNV.*
  - vi. *Premature travel may result in the cancellation of the UN Volunteer assignment.*
  - vii. *If an entry or re-entry visa cannot be obtained beforehand, the UN Volunteer and primary dependents authorized to travel may only travel upon receipt of written confirmation from the Host Entity in the country of assignment that a visa will be issued upon arrival or return to the country of assignment.*
- d. **Authorization of official travel:** Before entitlement travel is undertaken, it must be authorized in writing by UNV Headquarters. A UN Volunteer shall be responsible for ascertaining that they have the proper authorization before purchasing tickets and commencing travel. Non-compliance with the authorization process will render the travel purchased or undertaken to be considered unauthorized, and all costs, clearance, and risks associated with unauthorized travel are fully the responsibility of the UN Volunteer.
- e. **Standard of travel:** Entitlement travel shall, in all instances, be by a mode, route, and standard of travel approved in advance by UNV Headquarters.
- i. *Deviation from Approved Travel Route: UN Volunteers who wish, for reasons of personal preference or convenience, to make travel arrangements that vary from the approved mode, dates, route, or standard of travel must inform UNV Headquarters in advance and assume the responsibility for all changes, including payment of any additional costs incurred above the entitlement authorized by UNV Headquarters. A UN Volunteer who deviates from the approved travel route for his or her personal convenience is not covered by UNV's life and dismemberment insurance during any stages of the journey that do not correspond to the approved route. A UN Volunteer who deviates from the approved travel route for his or her personal convenience, is nevertheless expected to arrive at the duty station or any mandatory training at the date set forth in the UN Volunteer contract. Failure to do so may result in the UN Volunteer assuming any additional costs associated with the delay, as well as deduction from their annual leave.*
- f. **Travel Entitlement:** The international UN Volunteer and recognized primary

dependents authorized to travel are each provided with a lump-sum payment, calculated in accordance with UNV's methodology for travel costs, based on a route from the place of recruitment to the designated location. National UN Volunteers are provided a fixed lump-sum amount. See Annex 05.

- g. **Travel Time:** Travel days are the days required for entitlement travel and are not deducted from Annual Leave. UN Volunteers will normally be provided one (1) travel day per journey to and from the designated travel locations for all entitlement travel. In cases where travel time exceeds a total of 24 hours, additional calendar day(s) may be granted, based on the travel route authorized by UNV.
- h. **Travel Costs for Mandatory Inductions/Briefings in Locations Outside the Duty Station:** For assignment and repatriation travel, the Host Entity may arrange for briefing or debriefing at a designated location outside of the Duty Station before the UN Volunteer reaches their destination. This may take place within or outside the country of assignment. Travel costs associated with such briefings and/or debriefings for UN Volunteers, as well as for any recognized primary dependents authorized by UNV or the Host Entity to accompany the UN Volunteer, will be borne by the Host Entity. See also Section VII.2 for stops within the country of assignment and Section VII.3 for stops outside of the country of assignment.

## 7. **Dependent Travel**

- a. **Criteria for eligible recognized primary dependents to travel with the UN Volunteer to join at the duty station:** In order for recognized primary dependents to travel to join the international UN Volunteer at the duty station, the following conditions must exist:
  - i. *The United Nations Department of Safety and Security (UNDSS) classifies the duty station as a "family duty station";*
  - ii. *The nature of the assignment, living conditions, and other factors, such as availability of housing, schools, and medical facilities, are suitable for dependents to reside at the duty station;*
  - iii. *The duration of the assignment is a minimum of 12 months;*
  - iv. *The recognized primary dependents who intend to join the UN Volunteer will spend at least six (6) months at the duty station during the UN Volunteer's assignment;*
  - v. *The UN Volunteer has submitted the relevant support documentation establishing dependency status (i.e. marriage, birth, and/or adoption certificates) to UNV Headquarters for verification in a timely manner;*



- vi. *The UN Volunteer has provided UNV with confirmation that visas and clearances (as applicable) have been arranged;*
  - vii. *UNV has issued all necessary authorizations for the recognized primary dependents to join the UN Volunteer at the duty station.*
- b. Failure to meet all the above requirements will result in the loss of travel entitlements to the duty station for any PFU authorized to travel to the duty station and/or loss of security provisions for any additional primary dependents that have not been authorized to travel to the duty station.
- c. **Travel of PFU members:** PFU members must have authorization prior to travelling to the duty station of the UN Volunteer. The specific amounts to be paid by UNV for the travel costs of PFU members who are authorized by UNV to travel will be communicated in the Offer.
- d. **Travel of PFU members not residing in the place of recruitment:** If the eligible PFU members authorized to travel do not reside in the place of recruitment of the UN Volunteer, any travel costs for such PFU members that exceed the cost of traveling to the duty station from the UN Volunteer's place of recruitment are borne by the UN Volunteer.
- e. **PFU members residing in the duty station less than six months:** If any individual PFU member stays for a cumulative period of fewer than six months at the duty station, the cost of their repatriation will be borne by the UN Volunteer.
- f. **Travel of additional primary dependents:** If a UN Volunteer wishes to bring additional primary dependents to the duty station and the criteria set out in Section III.22 above are met, they shall inform UNV Headquarters in advance and indicate their relationship (substantiated by a copy of their birth certificate, adoption certificate or documents supporting a marriage, partnership or recognized union, or any other documentation requested by UNV). All travel costs of additional primary dependents, including travel to the duty station and repatriation, will be borne by the UN Volunteer.
- g. **Accommodation related to dependents:** The UN Volunteer bears responsibility for all accommodation costs incurred on account of all dependents, including for temporary or permanent accommodation. UNV assumes no added financial responsibility and provides no daily subsistence allowance for temporary accommodation, except as specified.
- 8. **Rest and Recuperation:** International UN Volunteers may be provided opportunities equal to international UN staff members for Rest and Recuperation (R&R), as determined by the Host Entity. R&R is administered by the UN Host

Entity, including processing travel authorizations, payment of an advance, and settlement of travel claims. UN Volunteers who receive an R&R entitlement, are bound by the administrative instructions of the Host Entity regarding the entitlement and must also comply with the R&R cycle period.

The cost related to R&R is not part of the normal cost of fielding the UN Volunteer, and must not be deducted from any UNV entitlements.

9. **Volunteer Living Allowance (VLA):** UN Volunteers are not provided an income nor paid remuneration for services rendered, but are provided a Volunteer Living Allowance (VLA), which is a support mechanism to sustain them during their volunteer service and voluntary action. This allowance is considered reimbursement at the level determined to ensure the UN Volunteer's safety, security, and sustenance, in line with United Nations standards.
  - a. **VLA composition:** VLA is comprised of a Monthly Living Allowance (MLA) and a Family Allowance (FA), where applicable. (See Section VII.9(g)).
  - b. **VLA entitlement:** UN Volunteers are entitled to VLA as set out in their Offer. There is no entitlement to VLA during periods of unauthorized absence from service. UNV may decide not to grant VLA during periods of sick leave spent away from the duty station or during absence from service due to illness or injury which is not covered by a balance of sick leave days.
  - c. **Calculation of VLA:** UNV Headquarters will determine the VLA according to set calculation procedures established by UNV's methodology. Such methodology takes into account, among other things, the prevailing economic conditions at the applicable duty station, costs of living based on an array of goods and services, including transportation expenses, and rates of inflation, based on data provided by the International Civil Service Commission (ICSC) and other competent bodies. VLA rates paid to UN Volunteers in a particular duty station vary depending on type and category.
    - i. *Periodic Adjustments: From time to time, UNV Headquarters may issue a revised VLA base rate or fixed rate, which will apply to affected UN Volunteers as determined by UNV, as of the date indicated by UNV Headquarters. Such revisions to the VLA base rate or VLA fixed rates do not require consent from the UN Volunteer, are not considered a material change in the UN Volunteer Contract and will not apply retroactively.*
    - ii. *Reduction of VLA when accommodation is provided or subsidized: UN Volunteers receiving provided or subsidized accommodation may have their VLA reduced in accordance with prevailing Host Entity policies and*

*procedures. In cases where the Host Entity policy does not account for UN Volunteers, as a general principle, UN Volunteers will be treated as analogous to UN staff. Reductions for provided or subsidized accommodation shall not exceed 30 per cent of the monthly VLA.*

d. **Payment of VLA:**

- i. *Currency: Payment of VLA to the UN Volunteer is made in the currency established for each contractual type. Although context-specific deviations may exist, VLA payments for national UN Volunteers are normally denominated in the local currency or another currency payable to locally-recruited UN staff. Payment for international UN Volunteers is normally in U.S. dollars. VLA is paid at the end of each month and pro-rated based on 30 calendar days if paid for a period of less than a full month. The first VLA may be paid in the month following the month of the Commencement of Service.*
- ii. *Changes in beneficiary bank distribution: UN Volunteers are generally permitted up to two changes in beneficiary bank distribution per year. Changes due to reassignment or to circumstances that were, in the opinion of UNV, beyond the UN Volunteer's control, will not be counted towards these two changes. UNV bears no responsibility for misdirected payment due to incorrect banking information provided by UN Volunteers.*

di. **Advances:** UN Volunteers are not entitled to advances against the allowances they receive from UNV.

dii. **Maximum deductions:** As VLA is set to maintain minimum living standards, deductions from VLA will generally not be made. However, where authorized, deductions from the full applicable VLA rate should not cumulatively exceed 30 per cent of the full applicable monthly VLA rate, unless the deductions are made from the final month's VLA or Exit Lump Sum allowance, in which case 100 per cent may be deducted.

diii. **Family Allowance (FA):**

FA is a flat-rate monthly payment made to international UN Volunteers with PFU members, irrespective of whether the PFU member(s) join the UN Volunteer at the duty station or not. (See Annex 05).

- i. *The purpose of the FA is to assist the UN Volunteer to meet the additional expenses associated with having a family. It is recognized that the expenditure pattern may be different between families and the FA may not meet all the additional expenses, so it is the responsibility of each UN*

*Volunteer to manage her or his household with the amounts made available through the FA and MLA.*

- ii. Structure and rates of Family Allowance: The FA is established on a global basis by UNV Headquarters and applies equally regardless of the UN Volunteer's duty station. FA rates are adjusted from time to time, based on reviews undertaken by UNV Headquarters, and effective dates are communicated to affected UN Volunteers. The FA is paid at two rates as follows:*
    - a. One-dependent rate – when PFU consists of one member other than the UN Volunteer;
    - b. Two-dependents rate – when PFU consists of two or more members other than the UN Volunteer;
  - iii. Eligibility for Family Allowance: The applicable rate will be paid irrespective of whether the PFU member(s) join the UN Volunteer at the duty station. Changes to the PFU, such as a dependent child reaching 21 years of age or marrying, entry into a recognized partnership or union by the UN Volunteer, divorce or dissolution of the UN Volunteers' marriage, partnership or union, or the birth or adoption of a child may result in an increase or decrease of the applicable FA.*
  - iv. The UN Volunteer is responsible for advising the UNV Field Unit/HQ of changes to the PFU within 90 days of the status change. Late notification after the 90-day grace period of status change may result in the following consequences.*
    - a. In cases where the late notification results in an upward revision of the FA, no retroactive payments will be made, and the revision will take effect from the date of notification.
    - b. In cases where the late notification results in a downward revision of the FA, retroactive recovery of all excess payments will be made from the date of the actual status change (not the date of notification to UNV by the UN Volunteer).
10. **Wellbeing Differential (WBD):** UN Volunteers serving in locations where the living conditions meet the eligibility criteria for payment of WBD, as established by UNV methodology, will receive a Wellbeing Differential payment. The purpose of the Wellbeing Differential is to offset the cost of living conditions that are substantially below those conditions in what is defined by UNV as a hardship duty station. Danger Pay and hardship entitlements provided to UN staff do not apply to UN Volunteers.
- a. **Amount of WBD and method of payment:** UNV will set the Wellbeing

Differential rate based on UNV's methodology for establishing eligibility. Entitlement to Wellbeing Differential is based on the duty station listed in the Description of Assignment. The list of duty stations designated as being eligible for Wellbeing Differential and the applicable level is updated regularly by UNV.

- b. **Period of eligibility:** UN Volunteers serving in duty stations that are eligible for WBD are paid as of the Commencement of Service date to the date of departure, including any authorized leave and/or official absence from the duty station. Should the UN Volunteer's arrival or departure in the assigned duty station not coincide with the first or last day of the month respectively, WBD will be pro-rated over a 30-day calendar month.
- c. UN Volunteers on an official mission to duty stations eligible for WBD will not be entitled to receive a pro-rated WBD applicable to that duty station.

## 11. Home Visit

- a. **Purpose of the Home Visit:** The purpose of the Home Visit is to enable international UN Volunteers (and members of the PFU who are authorized by UNV to be present at the duty station) to travel back home to rest and to renew personal, cultural, and professional ties in the home country. This benefit is only available to international UN Volunteers.
- b. **Nature of the entitlement:** UN Volunteers and eligible PFU members are entitled to Home Visit travel that will follow applicable UNV travel methodology for travel costs, to support the costs of travel between the duty station and the place of the Home Visit.
- c. **Eligibility:** International UN Volunteers are eligible for Home Visit provided the following conditions are met:
  - i. *The UN Volunteer has completed the qualifying service time requirements and accrual of Home Visit points, as specified in the paragraphs below; and*
  - ii. *The UN Volunteer and the PFU members return to the duty station from the Home Visit with a minimum of six months remaining before the expiration of the UN Volunteer's contract, or three months remaining before the expiration of the UN Volunteer's contract, if serving in a 12-month Home Visit cycle duty station as determined by the ICSC; and*
  - iii. *In the case of the first Home Visit, he/she must have at least six months of service remaining before the expiration of his/her contract beyond the date on which the UN Volunteer will have accrued the requisite points for their duty station.*

d. **Home Visit of Eligible Family Members:**

- i. *PFU members, who have either joined the UN Volunteer in the country of assignment at UNV's expense and stayed for at least six months, and those newly born at the duty station (if part of the PFU), may accompany the UN Volunteer on the Home Visit and are entitled to a lump-sum payment, as established by UNV methodology.*
- ii. *Children who are part of the PFU and who are approaching the age of 21 before or at the time of the Home Visit and who cannot remain at the duty station for at least six months from the return date following the Home Visit will not be entitled to the Home Visit. Instead, repatriation travel will be authorized.*
- iii. *Eligible PFU members do not have a Home Visit entitlement independent of the UN Volunteer. Eligible PFU members should therefore accompany the UN Volunteer on the Home Visit. Failure to do so will result in forfeiture of the entitlement.*
- iv. *Eligible PFU members are not entitled to travel on Home Visit from outside the UN Volunteer's duty station to his/her duty station and back outside.*

e. **Point Accrual for International Volunteers:** A Home Visit service credit point system is used to determine when a Home Visit is due. Home Visit service credit points accrue based on calendar months of service, from the Commencement of Service date.

- i. Home Visit point accrual for international UN Volunteers will be as follows:
- ii. *Duty stations classified by ICSC as H, A, B and C accrue Home Visit points at 1 point per month.*
- iii. *Duty stations classified by ICSC as D or E accrue Home Visit points at 2 per month.*

*Periods of less than one month will follow UNDP POPPs for international UN staff.*

Home Visit point calculation for unclassified duty stations will follow the ICSC classification of the capital city in the country of assignment without regard to the ICSC Rest and Recuperation Framework.

f. **Qualifying for Home Visit:** A UN Volunteer qualifies for Home Visit when they have accrued 24 points. Upon exercising Home Visit, 24 points are deducted from the balance, and the accrual of points continues.



- g. **Frequency of Home Visit:** The Home Visit cycle of a duty station is determined by its Hardship classification as determined by the ICSC (see ICSC's internet site).
- h. **Interval between Home Visits:** In the case of a UN Volunteer serving at a 24-month duty station, at least 12 months must elapse between the last Home Visit and a new Home Visit. In the case of a UN Volunteer serving at a 12-month duty station, at least six months must elapse.
- i. **Interval between Entitlement-Related Travels:** A minimum of three months is required between entitlement-related travels (e.g. Home Visit and Repatriation Travel), counting from the date of return to the duty station from one travel to the date of departure of the next travel.
- j. **Use of Annual Leave for the Home Visit:** UN Volunteers are required to use accrued Annual Leave during the Home Visit. (See also Section VIII.1(a) on Annual Leave.) However, the authorized official travel time to/from the Home Visit location (up to a maximum of three days each way) is not counted against Annual Leave during the Home Visit. (See also Section VII.6(g)).
- k. **Designated Home Visit Location:** The place of the Home Visit shall be the domicile of the UN Volunteer.
- l. **Changing place of Home Visit:** Upon presentation of what, in the view of the UNV Executive Coordinator, are compelling circumstances, UNV may authorize another location where domicile is established, as a change to the designated Home Visit location. Such change will be permitted only one time per UN Volunteer assignment. A UN Volunteer requesting such authorization will be required to satisfy UNV that:
  - i. *the UN Volunteer file does not accurately reflect the permanent domicile of the UN Volunteer, and*
  - ii. *the UN Volunteer maintained normal residence in such other location for a minimum three (3) month period preceding his or her assignment, and*
  - iii. *that the UN Volunteer continues to have close family and/or personal ties in that alternative location.*
- m. **Compliance with Home Visit policy:** Funds for Home Visit must be used for travel to the Home Visit location. Proof of Home Visit travel may be requested at any point during the UN Volunteer assignment. Should UN Volunteers be in non-compliance with Home Visit requirements or unable to furnish proof of travel, the funds provided for the Home Visit may be recovered from them.

Travel funds for Home Visit are not transferable to any other person or for any other purpose besides purchasing tickets to the designated Home Visit location. Misuse of the funds will result in forfeiture of the entitlement, repayment of funds disbursed, and possible disciplinary measures.

- n. Home Visit Area and Security Clearance: Security Clearance is required for all official entitlement travel including Home Visit.
- o. **Home Visit and Security or Medical Evacuations:** If, during an assignment, the UN Volunteer is evacuated to their home country for security or medical reasons, the next travel allowance for the Home Visit will only be authorized once they have returned to the duty station, after the evacuation for the required period of time as described in Section XI.4(b).
- p. **Reference to UNDP Programme and Operations Policy and Procedures (POPPs):** For areas of ambiguity related to Home Visit that are not explicitly covered in the Conditions of Service the UNDP Programme and Operations Policy and Procedures (POPPs) for Home Leave of internationally-recruited staff will apply.

## 12. Training and Learning

- a. **Access to Learning:** UN Volunteers should have access to a variety of learning opportunities to enhance skills relevant to their assignments and professional growth.
  - i. *The Host Entity is responsible for ensuring UN Volunteers can access the training required to perform their duties, which may include Host Entity onboarding, access to mandatory courses, specialized training, and online learning platforms of the Host Entity.*
  - ii. *UNV provides access to learning opportunities relevant to all UN Volunteers at the different stages of their UN Volunteer assignment, however, the individual UN Volunteer is responsible for his or her professional development. Periodically UNV will support training that the UN Volunteer may be invited to join based on several factors including their contractual type and category.*
- b. **Learning Time for UN Volunteers:** UN Volunteers can take advantage of Learning Leave discussed below (see Section VIII.2.(a)). However, Learning Leave is not to be used for events and workshops, which may also include training, organized by UNV and/or the Host Entity. The time dedicated to such learning activities is considered a regular working day.

- c. **Mandatory courses and induction training:** UN Volunteers must complete all mandatory and induction courses within the time limits imposed and may be requested by UNV or the Host Entity to periodically refresh mandatory courses. UN Volunteers are responsible for familiarizing themselves with the Host Entity's policy on prohibited conduct and with the various options and internal channels available for addressing such conduct.

13. **Deductions from Allowances and Payments**

- a. UNV Headquarters may make deductions from any allowance or payment due to the UN Volunteer to cover:
  - i. *Indebtedness to UNV, the UN system and UNV contracted health insurance provider.*
  - ii. *Family support debts, if judicially established by a competent court, and when a deduction for this purpose is authorized by the UNV Executive Coordinator in alignment with the process set out in the Secretary General's bulletin ST/SGB/1999/4.*
  - iii. *Government-ordered payments.*
- b. Deductions for the above four categories may only be up to 30% monthly from the VLA, however, up to 100% of the Exit Lump Sum allowance and the last month of the VLA may be deducted.
- c. Notwithstanding the limits set out by paragraph b. above, where a UN Volunteer has been provided an exceptional advance for rent payments, UNV will deduct the full amount of the monthly rent from the UN Volunteer's VLA.
- d. **Outstanding Payment:** If a UN Volunteer owes an amount that has not been fully recovered within the time limits established by UNV, generally within 3 months, she/he will be excluded from future opportunities to be a UN Volunteer and appropriate legal steps may be taken to recover all outstanding funds. If the UN Volunteer separates owing an outstanding debt to UNV, this fact may also be disclosed to other UN entities, and recovery obtained through other UN Entities if the former UN Volunteer is employed there.

# VIII. Leave Entitlements

## 1. ANNUAL LEAVE

- a. **Accrual:** UN Volunteers accrue an entitlement to 2.5 days of Annual Leave per completed month of the UN Volunteer assignment. Unused accrued Annual Leave up to a maximum of 30 days is carried over in case of a contract extension within the same UN Volunteer assignment. Unused accrued Annual Leave may not be carried over in case of a new assignment.
- b. **Prorating for incomplete months of service**
  - i. *If the UN Volunteer assignment begins on the first day of the month, the UN Volunteer will accrue 2.5 working days for that month. If the UN Volunteer assignment begins between the 2nd and the 16th of the month the UN Volunteer will accrue 2 working days for that month. If the UN Volunteer assignment begins after the 16th of the month the UN Volunteer will accrue 1 working day for that month.*
  - ii. *If the UN Volunteer assignment ends between the 1st and 16th of the month the UN Volunteer will accrue 1 working day for that month. If the UN Volunteer assignment ends between the 17th and next to last working day the UN Volunteer will accrue 2 working days for that month. If the UN Volunteer assignment ends on the last working day of the month the UN Volunteer will accrue 2.5 working days for that month.*

UN Volunteers, who are on unauthorized absence, will not accrue annual leave days for the duration of the unauthorized absence.

- c. Leave requests must be submitted by the UN Volunteer to the Host Entity for approval. Approval of Annual Leave is subject to the exigencies of service and UN Volunteers are required to discuss with their supervisors at the Host Entity to receive approval for taking Annual Leave during the assignment. Should the UN Volunteer continuously encounter difficulties in receiving approval for Annual Leave by the Host Entity, he or she is encouraged to bring such circumstances to the attention of the Administering Office.

- d. Advance Annual Leave may only be granted by the Host Entity up to a maximum of ten working days and cannot exceed the number of days which will accrue during the current contract.
- e. **Unused Annual Leave:** Unused Annual Leave days are forfeited at the end of a UN Volunteer assignment. Annual Leave cannot be commuted to cash. Assignments will not generally be extended to cover unused leave.
- f. **Return from Annual Leave:** UN Volunteers must report to service on the first working day after Annual Leave. Failure to do so is considered an unauthorized absence from service and may be charged to the Volunteer's Annual Leave balance. Continued absence may lead to a termination of the Contract.

## 2. LEARNING LEAVE

**Eligibility for Learning Leave:** Subject to supervisor approval and exigencies of service, UN Volunteers may request up to ten working days of Learning Leave per consecutive 12 months of the UN Volunteer assignment, starting with the Commencement of Service date, provided the Learning Leave is used within the contract period.

- a. Learning Leave may be organized in conjunction with other field trips, missions, or travel including R&R, Annual Leave, Home Visits, with prior approval of the Host Entity.
- b. Learning Leave cannot be accrued or commuted to cash. Unused Learning Leave cannot be retained for use in a subsequent 12-month cycle.
- c. For contract periods of less than 12 months, the Learning Leave will be pro-rated.
- d. Any additional days taken for training over and above the Learning Leave entitlement should be charged to the UN Volunteer's Annual Leave.

## 3. SICK LEAVE

- a. **Purpose:** UN Volunteers who are unable to perform their duties due to illness or injury, or whose attendance is prevented by public health requirements, may be granted sick leave.
- b. **Notification:** UN Volunteers shall, as soon as possible, notify the Host Entity





*National UN Volunteer, Freddy Soto, assesses the CBA programme's progress in the village nursery of Pin Pin, Tacaná, San Marcos (Daniele Volpe, 2012)*



and UNV Headquarters in case of absence from service due to injury or illness (Certified or Uncertified Sick Leave) and seek necessary approvals.

- c. **Uncertified Sick Leave:** Uncertified Sick Leave is leave that is not validated by a certificate from a qualified medical practitioner. Uncertified sick leave may be used when a UN Volunteer is unable to perform his/her official duties due to minor illness or injury or for reasons of family-related emergencies.
- d. UN Volunteers receive seven days of uncertified sick leave working days in a calendar year. This amount will be reset at the established interval period. Unused uncertified Sick Leave days cannot be carried over to another assignment.
  - i. *If after three consecutive days of absence on uncertified sick leave, or after the seven days entitlement of Uncertified Sick Leave has been exhausted, the UN Volunteer is still unable to return to work, Certified Sick Leave or Annual Leave must be used.*
- e. **Certified Sick Leave:** Certified sick leave requires a medical certificate or report from a medical practitioner licensed to practice where the certificate or report is issued.
- f. UN Volunteers are entitled to up to 30 days of certified sick leave based on a 12-month cycle. This amount is reset every 12-month cycle. Unused Certified Sick Leave days cannot be carried over to another 12-month cycle.
- g. Up to 20 days of sick leave taken cumulatively or consecutively within a calendar year may be approved by the UN Volunteer's supervisor, upon presentation by the UN Volunteer of medical certificates, medical reports, 'sent home' slips or confirmation of medical appointment/consultation letters.
- h. For sick leave beyond 20 working days, the UN Volunteer must submit the required medical certificate from a medical practitioner, any required UN medical forms, and medical report directly to the United Nations Office at Geneva (UNOG) Medical Service for validation as soon as possible and not later than the 20th working day following the initial absence from duty.
- i. Where a medical certificate or report is not submitted or if the sick leave is not certified by the UNOG Medical Director, the absence shall be treated for administrative purposes as unauthorized absence and will be charged against Annual Leave or treated as an unauthorized absence and deductions made

accordingly, if no Annual Leave days are available. No annual leave will accrue for absences determined to be unauthorized in such cases.

- j. If the required medical certificate is submitted late, and the Executive Coordinator or his or her designate determines that the late submission was attributable to exceptional circumstances, the absence may be retroactively charged to Certified Sick Leave upon certification by the UN Medical Director or designated medical officer.
- k. **Exceeding Certified Sick Leave:** Certified Sick Leave exceeding the maximum balance for the Contract duration will be charged to remaining Uncertified Sick Leave, and once uncertified sick leave days are exhausted, to Annual Leave. Once the maximum entitlement of Certified Sick Leave is exceeded and remaining uncertified Sick Leave and Annual Leave entitlements are exhausted, the absence is considered a prolonged incapacity to work because of illness and may lead to a termination of the Contract per Section XIII.5(b)(vii), in consultation with the UN Host Entity.

## 4. MATERNITY LEAVE

Pregnant UN Volunteers are entitled to 16 consecutive weeks of Maternity Leave per pregnancy during their service as UN Volunteers.

- a. **Start of Maternity Leave:** Maternity Leave should normally be taken as early as six weeks before the calculated due date of birth. If the UN Volunteer wants to continue to work during the 6 weeks before the due date of birth, she must present a medical certificate to UNV by a qualified medical practitioner stating that she is fit to continue working. However, pre-delivery leave must commence no later than two weeks before the anticipated due date of birth.
- b. If policies or regulations of the Host Entity applicable to their personnel require an earlier departure for Maternity Leave, the regulations of the Host Entity apply. In no case can the UN Volunteer be compelled to work beyond six weeks before her due date.
- c. The UN Volunteer must notify the UNV Administering Office and the Host Entity of the pregnancy within a reasonable notice period and must submit a medical certificate by a qualified medical physician or midwife to UNV stating the expected due date of birth.
- d. It is the responsibility of the UN Volunteer to ensure that she is medically fit to continue working up until the date she chooses to go on Maternity Leave.

However, UNV or the Host Entity may request the UN Volunteer to undergo a periodic medical examination (see Section X.4) to establish whether she is fit to continue working up to the date chosen to begin Maternity Leave.

- e. Parental Leave cannot be taken as an alternative to Maternity Leave.

## **5. PARENTAL LEAVE**

UN Volunteers with a contract length of three months or more are entitled to ten days of Parental Leave for the birth of their recognized newborn child or for newly adopted minor dependents through the approval process of the Host Entity.

- a. Parental Leave may only be approved for the birth of a child whose birth certificate lists the UN Volunteer as the biological or adoptive parent. The full parental leave entitlement of 10 days should be taken at once and must be taken within the first three months following the birth or adoption, which must also have occurred after the Commencement of Service date.
- b. Other types of leave may be taken in conjunction with Parental Leave. Family Leave (see below) may be taken to supplement the Parental Leave and is chargeable to Uncertified Sick Leave, within the maximum allowable. A UN Volunteer is not eligible for Parental Leave if Maternity Leave has been taken for the same birth event.

## **6. FAMILY LEAVE**

UN Volunteers are permitted to take family leave to address urgent and/or unforeseen family matters that require the presence of the UN Volunteer to be absent from their assignment. Family Leave is charged to Uncertified Sick Leave, within the maximum 7 days allowable. If Uncertified Sick Leave has already been exhausted, then the Family Leave will be charged to Annual Leave or treated as an unauthorized absence and deductions made accordingly, if no Annual Leave days are left.

# IX. Completion of Assignment

## 1. END OF ASSIGNMENT

There is no expectancy of extension, renewal, or conversion of a UN Volunteer assignment to any other type of appointment. However, UNV may authorize at its discretion an extension of the assignment. This is subject to the satisfactory performance of the UN Volunteer, a request from the Host Entity, confirmation of funds from the funding agency, and agreement of all parties concerned, including the UN Volunteer. The terms of an extension (duration, expiry date, nature, and location of assignment) will be communicated to the UN Volunteer.

## 2. REPATRIATION TRAVEL

On successful completion of the assignment and when travelling, a UN Volunteer and her or his PFU members will receive a lump sum payment calculated for the travel costs to either the place of recruitment or domicile. UNV Headquarters should be informed of the departure plans as early as possible and UNV's authorization sought for the UN Volunteer's repatriation travel, including UNV's decision on the return location for the UN Volunteer.

Official date of repatriation travel: The UN Volunteer's official date of repatriation is normally the day after the contract end date, including situations in which the contract has been curtailed either by UNV or the UN Volunteer.

If a UN Volunteer or recognized primary dependent authorized by UNV or the Host Entity to accompany the UN Volunteer is required to stopover in a location within the country of assignment for debriefing and checkout with UNV and/or the Host Entity, such stopover should not exceed three days and all related costs are charged to the Host Entity. The UN Volunteer will receive DSA for themselves and any recognized primary dependent authorized by UNV or the Host Entity to accompany the UN Volunteer, as well as VLA payments.

UNV's responsibilities for security, medical evacuation, and other emergency evacuation, residence permits/visas, life insurance, or accommodation will cease on the day after the contract end date.



*A UN Volunteer plays with children while working with the survivors of the 2016 earthquake in Ecuador (Juan Diego Pérez Arias, UNV 2016).*

Health Insurance: UN Volunteer and the PFU members remain under the UNV provided health insurance scheme until the end of the one-month insurance period after termination or expiry of the assignment, provided that the UN Volunteer and PFU repatriate.

A UN Volunteer or her/his recognized primary dependents who choose not to return immediately to the place of recruitment/domicile, to stay on in the country of assignment, travels via a different route or mode of transport or to travel to a third country, will have no status as a UN Volunteer and any dependents will cease to be recognized by UNV and will forfeit the one-month additional health insurance coverage. In such circumstances, the UN Volunteer must ensure they have appropriate visas and government clearances for their stay or travel to an alternate location and are responsible for any costs exceeding the lump sum payment provided by UNV. UNV, UNDP and the Host Entity are expressly discharged from any legal or financial obligations for damages, injuries, or any other adverse occurrences arising during their stay and thereafter, including during their unauthorized travel home.

### **3. EXIT LUMP SUM ALLOWANCE:**

- a. Separating UN Volunteers will receive an Exit Lump Sum allowance based on the

accrued service, provided their separation is not the result of the exceptions to receipt of the Exit Lump Sum allowance defined under paras e. and f. below.

- b. **Purpose:** The purpose of the Exit Lump Sum allowance is to assist the UN Volunteer to reintegrate into society upon separation. The Exit Lump Sum also covers shipment of any personal effects after separation.
- c. **Accrual:** Exit Lump Sum allowance accrues per calendar month of completed service by the UN Volunteer. The rate is established by UNV. (See Annex 05).
- d. **Payment:** The Exit Lump Sum allowance will be paid upon compliance with end of assignment requirements by the UN Volunteer, including completion of any required Final Clearance Checklist.
- e. **Full Loss of entitlement:** A UN Volunteer will lose the entire entitlement to an Exit Lump Sum allowance in the following cases:
  - i. *Summary dismissal;*
  - ii. *Early separation for misconduct;*
  - iii. *Termination for facts anterior;*
  - iv. *Abandonment of post;*
  - v. *Exclusion for a period of up to 5 years after non-extension of the current Contract for misconduct;*
  - vi. *Resignation before completion of the initial contract period;*
  - vii. *Non-compliance with the end of assignment requirements.*
- f. **Partial Loss of Entitlement:** The UN Volunteer will lose that portion of their Exit Lump Sum that accrued during their most recent contract period\* when they resign without observing the full notice period.
- g. **Withholding of Exit Lump Sum allowance:** If a UN Volunteer is subject to a disciplinary procedure or may have outstanding financial obligations as determined by UNV, the payment of the Exit Lump Sum allowance may be withheld by UNV Headquarters pending the resolution of the disciplinary process or appropriate recoveries are made.

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\* As opposed to the full amount of the Exit Lump Sum that accrued during their UN Volunteer assignment which may have comprised of multiple contract periods.



# X. Insurance and Duty of Care

## 1. MEDICAL INSURANCE

- a. **Coverage:** The UN Volunteer and eligible PFU dependents will receive UNV provided medical insurance coverage. Coverage for UN Volunteers begins from the Commencement of Service and normally ceases one month after the last day of the UN Volunteer Contract date. (See Annex-05).
- b. Discontinuation of UNV medical insurance will also be effectuated in the month following a recognized PFU child reaching 21 years of age or entering into a recognized marriage, partnership, or union.
- c. UN Volunteers are required to pay the prevailing UNV medical insurance premium for recognized additional primary dependents who have been authorized to reside in the duty station and do not otherwise have sufficient medical insurance coverage. Payment for the premiums will be deducted from the VLA on a monthly basis and at the prevailing rate. Should the amount exceed 30% of the monthly VLA, the remainder will be deducted from final entitlements.
- d. UNV provided coverage of medical insurance is unaffected when UN Volunteers have spouses who are UN personnel. However, in such cases where UN Volunteers are also covered by a UN provided medical insurance policy through spouse or having been a former UN staff member, they are advised to treat the UN provided coverage as primary and UNV medical insurance as secondary. UNV will not be responsible for costs incurred as a result of the UN Volunteer's failure to use their primary UN insurance.
- e. The terms of insurance coverage will be governed by the agreement between UNV and the insurance provider and are subject to change and periodic adjustment.
- f. Details of the applicable insurance coverage and procedures for submission of claims with the designated insurance provider are available from the UNV Administering Office.

- g. **Submission of claims:** Claims for compensation under the medical insurance must be submitted by the UN Volunteers according to the requirements of the insurance provider.

## **2. EXTENSION OF MEDICAL INSURANCE COVERAGE AFTER UN VOLUNTEER ASSIGNMENT FOR INJURY OR ILLNESS DUE TO SERVICE AS A UN VOLUNTEER**

Insurance coverage may be extended beyond the overall maximum coverage and/or date of completion of the UN Volunteer assignment in cases of injury or illness attributable to their UN Volunteer service, if the Medical Director of the United Nations Medical Services Division or designated UN medical officer determines that it is necessary to treat a continuing illness or injury which arose for the first time during the UN Volunteer assignment and whose proximate cause was the UN Volunteer assignment. The Medical Director will recommend the length of the extension and associated costs will be borne by the Host Entity.

Irrespective of the foregoing, if the Contract is terminated due to prolonged incapacity to work because of illness (see Section XIII.5(b)(vii)), medical insurance coverage of the UN Volunteer will continue until the last day of the initially agreed Contract period including the one-month post service extension, or for a period of six months after the Contract termination date, whichever is shorter.

## **3. AFTER SERVICE HEALTH INSURANCE**

Separating UN Volunteers, who have completed their initial assignment will have the option to purchase the UNV medical insurance at the established rates for themselves and qualified dependents for a limited time up to a maximum of six months at their own expense. To obtain after-service health insurance coverage, the departing UN Volunteer must contact the health insurance provider directly 31 days before the date of the end of the UN Volunteer's Contract.

## **4. PERIODIC MEDICAL EXAMINATIONS**

Notwithstanding other provisions on medical examinations in the Conditions of Service, UN Volunteers may be required by UNV or the Host Entity at any time during the assignment to submit a medical report on his or her medical condition or to undergo a medical examination by the United Nations medical services or a medical physician designated by the United Nations Medical Director to confirm the fitness of the UN Volunteer to perform the UN Volunteer assignment. In the case where a periodic medical examination is performed

under these circumstances, the UN Volunteer will be reimbursed the costs thereof by the Host Entity.

## 5. EXIT MEDICAL EXAMINATION

An exit medical examination is not mandatory; however, it may be authorized subject to the requirements of the Host Entity or UNV. When authorized, the UN Volunteer shall undergo an exit medical examination by an UN-examining physician or an UN-designated physician within the last six weeks in the country of assignment.

If an exit medical examination is requested, the UN Volunteer will be reimbursed the costs thereof by the Host Entity. If the exiting UN Volunteer takes up a subsequent assignment the exit medical examination may be considered for entry medical clearance provided the start date of the subsequent assignment is within six months of the date of exit medical examination.

## 6. MEDICAL EVACUATIONS

- a. **Eligibility:** UN Volunteers and their recognized primary dependents in the duty station are normally expected to avail themselves of locally available medical facilities. However, in an acute life-threatening medical emergency, medical evacuation of the UN Volunteer and eligible dependents will be considered when, in the opinion of the UN designated physician authorized to approve medical evacuations, the available local facilities are inadequate to address the medical condition.
- b. Medical evacuation will under no circumstances be made for recognized primary dependents of the UN Volunteer who were not authorized to reside at the duty station or are not eligible for evacuation due to the contractual type and category of the sponsoring UN Volunteer.
- c. Process and duty of care standards: Notwithstanding Section X.6(a) above, the authorization of the destination, designation of the escorts, authorized length, and approved travel payments related to the medical evacuation is subject to the UN Medical Evacuation policies and procedures applicable to the medical evacuation of equivalent staff members. Further administrative guidance and clarity may be contained in applicable UNV Standard Operating Procedures.
- d. UNV reserves the right to authorize medical evacuation in the interest of the

health, safety, and security of the UN Volunteer, regardless of whether the UN Volunteer agrees.

## 7. DISMEMBERMENT INSURANCE

- a. Coverage: UN Volunteers are covered by dismemberment insurance for the duration of the assignment. The terms of insurance coverage will be governed by the agreement between UNV and the insurance carrier and are subject to change. Details of the applicable insurance coverage for contractual type and categories are available from the Administering Office.
- b. Submitting of claims: Claims for compensation under the dismemberment insurance must be submitted according to the requirements of the insurance provider.

## 8. LIFE INSURANCE

- a. **Coverage:** UN Volunteers are covered by life insurance for the duration of the UN Volunteer assignment. If a UN Volunteer dies during the UN Volunteer assignment, the eligible designated beneficiaries will be entitled to receive a life insurance lump sum. The terms of insurance coverage will be governed by the agreement between UNV and the insurance carrier and are subject to change. Details of the applicable insurance coverage are available from the Administering Office. Life insurance covers only the death of the UN Volunteer and not the death of PFU members.
- b. **Payment:** The life insurance lump sum will only be paid out to the eligible beneficiaries over the age of 18 years designated in the duly completed “Designation, change or revocation of beneficiary” form, according to the respective shares designated by the UN Volunteer, regardless of national laws or a Will of the UN Volunteer indicating the beneficiaries. It is the responsibility of the UN Volunteer to duly complete and sign or electronically sign the form and to keep it up to date. Payment to beneficiaries under the age of 18 will be made to the person who in the opinion of the Executive Coordinator is the legal parent or guardian of the beneficiary.
  - i. **Incomplete/No Beneficiary Form:** *If the UN Volunteer has failed to appropriately complete the “Designation, change or revocation of beneficiary” form, or if the form is lost or illegible, payment of the life insurance sum will be made to the estate of the deceased UN Volunteer in accordance with the laws of the home country of the UN Volunteer when*



*UN Volunteers Lidia Cabrerizo Crespo and Lilian Gonzales Beyuma (right) are among 15 indigenous UN Volunteers working with the Global Environment Facility forestry project in support of UNV advocacy and outreach activities, in communities in the Department of La Paz, Bolivia (Enoc Inti Daza Matamoros, UNV 2017).*

*proof to the satisfaction of UNV has been received by UNV Headquarters of the establishment of an administration of the estate.*

- ii. **Passing of Beneficiary (ies):** If one or more of the designated beneficiaries has passed away prior to or after the demise of the UN Volunteer but prior to payment of the insurance lump sum, payment of the respective share of the life insurance sum to which the deceased beneficiary was entitled will be made to the estate of the deceased beneficiary in accordance with the laws of the home country of the UN Volunteer when proof to the satisfaction of UNV has been received by UNV Headquarters of the establishment of an administration of the estate.*
- iii. In cases in which the provisions above do not apply or are deemed inadequate, the UNV Executive Coordinator reserves the right to determine who in her or his view the deceased UN Volunteer would have wanted to receive the payments and to authorize payment accordingly.*
- iv. UNV will keep the name and the shares of the designated beneficiary confidential unless it decides there is a need to waive the confidentiality.*



# XI. Security

## 1. COVERAGE

- a. **United Nations Security Management System:** As UN personnel, UN Volunteers and their recognized dependents who are authorized to reside at the duty station are covered by the United Nations Security Management System (hereinafter the “UNSMS”) under the same terms and conditions applicable to equivalent UN staff members.

UN Volunteers, their PFU, and additional primary dependents, who are legally authorized to reside at the duty station are entitled to be fully incorporated into the Host Entity’s security planning, management, and implementation arrangements for the area of the country operation/field presence under the responsibility of the Host Entity and under the overall authority of the UN Designated Official (DO). This includes but is not limited to the applicability of Security Risk Measures (SRMs), Residential Security Measures (RSMs), and arrangements and decisions related to security relocation and evacuation under the same terms and conditions applicable to internationally and locally recruited UN staff members of the Host Entity.

- b. **Non-Family Duty Stations:** Family members of a UN Volunteer serving in a non-family duty station are not eligible to be covered by the UNSMS. UNV and the Host Entity bear no responsibility for the security of the PFU or other family members of a UN Volunteer, which may include those of national UN Volunteers living with their family, who are within UN determined commuting distance from a non-family duty station.
- c. **Security Clearance:** UN Volunteers traveling to an area where a security phase is in effect or security clearance is required must first obtain Security clearance from the DO or UN Department of Safety and Security (UNDSS), as applicable. UN Volunteers must not travel until such authorization is obtained.

It is the UN Volunteer’s responsibility to ensure they have obtained security clearance before embarking on either authorized official or discretionary personal travel. Failure to abide by the security requirements may render life insurance coverage invalid and may constitute misconduct.

- d. **UN Security Policy Manual:** The DO for security will be guided by the provisions of the Security Policy Manual (SPM), which are equally applicable to UN Volunteers. A copy of the SPM may be obtained from the DO.

## 2. INCLUSION OF DEPENDENTS

The recognition of dependents under the UNSMS for UN Volunteers is limited to recognized primary dependents. UN Volunteers are obliged to provide to UNV details of their recognized primary dependents who reside at the duty station and provide the necessary supporting documentation at the request of UNV.

## 3. SECURITY OBLIGATIONS

UN Volunteers and all their dependents must adhere fully to the security obligations applicable to them according to the UNSMS and to all instructions issued by local UN security officials. They must complete all required security training and attend security briefings at the request of UNV or the Host Entity.

Any failure to comply with this provision may result in the DO and UNV declining responsibility for any injury, loss or damage sustained, and may be considered misconduct. If a UN Volunteer fails to comply with the instructions for evacuation/relocation and remains at the duty station/country of assignment, the life insurance, dismemberment plan, and coverage will cease to apply.

## 4. EVACUATION AND RELOCATION

- a. **Temporary safe haven:** If UNDSS authorizes relocation/evacuation of UN personnel from a duty station or country of assignment for security reasons, the DO will make arrangements for the UN Volunteer to travel to the designated safe haven with the other equivalent UN personnel.

In the case of travel to the temporary safe haven, the eligible recognized primary dependents authorized to join the UN Volunteer at the duty station will also be covered, if so authorized by UNDSS.

- b. **Annual leave and determination of the Home Visit following a security evacuation:** Annual leave will accrue normally during the security relocation/evacuation. However, if the UN Volunteer returns to the duty station after an evacuation to the home country, the period until the next Home Visit will be counted as from the date of return from the evacuation.

- c. **Payment of allowances:** UNV Guidelines on Security Evacuation, which include payment of allowances during security evacuation, are provided in Annexes 4 and 5.

## 5. INSURANCE AND COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL EFFECTS

- a. **Cases directly related to emergency situations:** Eligible UN Volunteers may be entitled to reasonable compensation if their personal effects are lost or damaged as a direct result of an emergency situation created by war, civil unrest, or natural disaster or in other emergency situations caused by force majeure as determined by UNV, in the areas where they are obliged to be for the discharge of their duties. Such an emergency must have occurred in a place where the UN Volunteer had been authorized to travel to and was obliged to be to discharge her/his official duties.
  - i. *The compensation will be within the limits and under the terms and conditions established by UNV Headquarters. The compensation limits are clarified in the terms, conditions, and procedure for submitting claims for loss or damage to the Advisory Panel and Disciplinary Measures and Claims (APDMC) in Annex 03.*
  - ii. *The APDMC will not generally review any request for compensation from a UN Volunteer who fails to submit the inventory list of personal effects before the date of damage to or loss of personal effects. UN Volunteers are advised to submit an inventory of their personal effects to UNV immediately after moving into permanent accommodation and no later than six weeks after Commencement of Service.*
  - iii. *UN Volunteers are advised to update and re-submit the inventory every six months or as necessary at any time when the UN Volunteer has bought a new item of value. While considering claims for compensation for loss of or damage to personal effects, the APDMC will disregard items that are not listed in the inventory unless satisfactory evidence of purchase or acquisition after the submission of the last inventory can be produced.*
- b. **Cases unrelated to emergency situations:** Damage to or loss of personal effects which occurs as a result of circumstances other than emergencies as outlined in Section XI.5(a) above, are not the responsibility of UNV and will not be reviewed by the APDMC. UN Volunteers are advised to insure their personal effects against burglary, theft, and fire as soon as they arrive at the duty station. It is the responsibility of the UN Volunteer to insure personal effects with an insurance provider of her/his choice.

# XII. Volunteer Reporting

## 1. REGULAR REPORTING

UN Volunteers are required to report regularly to UNV on the implementation of their assignment, their contribution to the Sustainable Development Goals, and various aspects of volunteerism in connection with their assignment. The specific requirements on the substance of the reporting, the mode of reporting, as well as the required frequency will be indicated to the UN Volunteer at the beginning of the assignment. The terms of the reporting requirements may be altered during the assignment at the discretion of UNV.

## 2. END OF ASSIGNMENT REPORT

All UN Volunteers are required to complete an end of assignment report. The required contents, format, and mode of submission of the end of assignment report will be indicated to the UN Volunteer by UNV.

## 3. HOST ENTITY REPORTING

UN Volunteers are required to comply with any reporting requirements of the Host Entity as may be applicable to the UN Volunteer assignment.

## 4. PERFORMANCE APPRAISAL

UN Volunteers will undergo a regular performance appraisal process over the time of their assignment. Performance appraisal feedback is a crucial UN Volunteer record and may be used should the UN Volunteer express interest in another UN Volunteer assignment in the future. The Performance Appraisal process involves the UN Volunteer and their supervisor. Completion of the Performance Appraisal is mandatory and completed reports must be sent to UNV Headquarters before completion of service.

# XIII. Separation from the UN Volunteer Assignment

## 1. GROUNDS

A UN Volunteer is separated from the UN Volunteer assignment on the following grounds:

- Expiry of Contract
- Resignation
- Abandonment of Post
- Termination
- Death

## 2. EXPIRY OF CONTRACT

The UN Volunteer assignment expires automatically and without prior notice on the end date specified in the Contract. There is no right or expectation to extension or conversion to another type of assignment or to employment with UNV or any other UN entity.

## 3. RESIGNATION

A UN Volunteer may resign from the UN Volunteer assignment by giving the required notice to the Host Entity and UNV Headquarters. Such resignation must be unequivocal and unconditional.

a. **Notice period**

- i. *UN Volunteers intending to resign from their assignment must provide a minimum notice period of 30 calendar days.*
- ii. *The notice period is a minimum. A UN Volunteer can declare their resignation at any time prior to the start of the notice period.*
- iii. *UNV may agree to a shorter notice period at the request of the UN Volunteer.*

b. **Consequences of resigning in the initial contract period:** A UN Volunteer resigning with an effective date before completion of the first Contract period will forfeit any entitlement to any Exit Lump Sum allowance that may have accrued. (See Section IX.3(e)).

c. **Consequences of failure to comply with the stipulated notice period:** If the UN Volunteer resigns with insufficient notice, the number of deficient days from the applicable notice period will be charged first against their Annual Leave. Any days deficient in notice beyond the accrued Annual Leave will be treated as an unauthorized absence. The UN Volunteer will lose that portion of their Exit Lump Sum that accrued during their most recent contract period for failure to comply with the stipulated notice period.\*.

## 4. ABANDONMENT OF POST

A UN Volunteer whose absence from service is not authorized and who cannot provide what is, in the opinion of UNV, a satisfactory explanation or excuse is considered to have abandoned his or her post.

- a. UNV will attempt to contact the UN Volunteer, using the latest physical and personal email address, telephone, and other contact information provided by the UN Volunteer, within 10 working days of the first day of unauthorized absence. Failure to report for duty or provide a satisfactory explanation after the 10 working days may result in a determination that he or she has abandoned their post.
- b. Irrespective of whether UNV succeeds in contacting the UN Volunteer, the abandonment of post, once established in the opinion of UNV, will become retroactively effective as of the first day of unauthorized absence from service.

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\* As opposed to the full amount of the Exit Lump Sum that accrued during their UN Volunteer assignment which may have comprised of multiple contract periods.



(See Section IX.3(e)(iv) regarding the loss of Exit Lump Sum allowance for the abandonment of post).

- c. Separation as a result of a determination of abandonment of post is not considered termination.

## 5. TERMINATION BY UNV

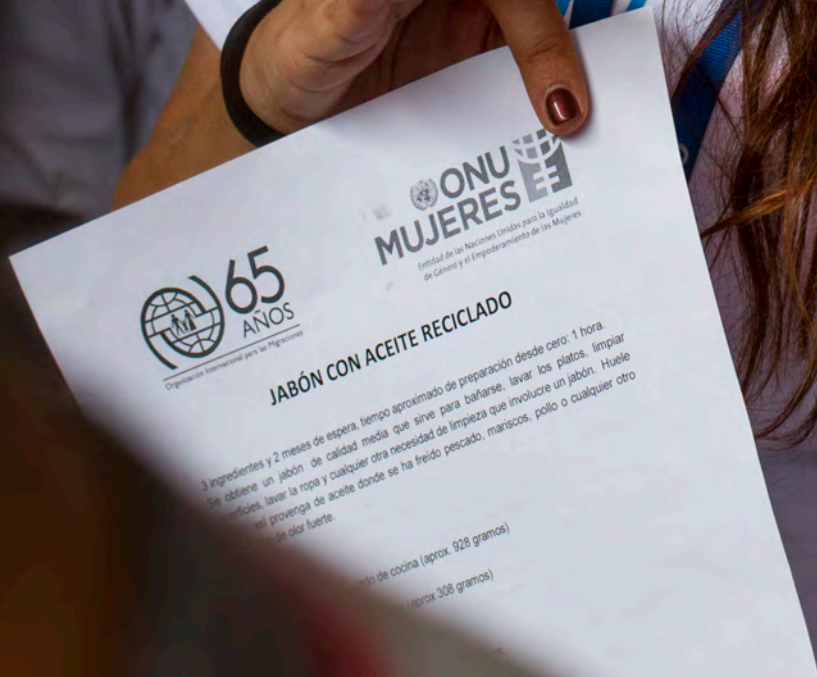
- a. **Termination:** Termination is a foreshortening of a UN Volunteer assignment at the initiative of UNV.
- b. **Termination grounds:** UNV may separate a UN Volunteer prior to the expiry of his or her contract by terminating the contract for the following reasons:
  - i. *For facts anterior to the UN Volunteer assignment, which were unknown at the time of assignment and which are relevant to the eligibility or suitability of the UN Volunteer to the assignment;*
  - ii. *For misconduct following a disciplinary review process resulting in early separation for misconduct or summary dismissal (see Section XV.4(a) (iii) and (iv));*
  - iii. *For early termination of the project or operation to which the UN Volunteer is assigned;*
  - iv. *For documented unsatisfactory work performance of the UN Volunteer;*
  - v. *For external circumstances not caused by the UN Volunteer, which make separation necessary in the opinion of UNV in the interests of the administration of the organization;*
  - vi. *If the maximum period of evacuation has been exceeded (see Annex 04);*
  - vii. *For prolonged incapacity to work because of injury or illness (see Section VIII.3(j));*
  - viii. *For any other reasons provided the UN Volunteer consents to the termination.*
- c. **Notice of Termination:** Except as otherwise stipulated below, a UN Volunteer whose Contract is to be terminated, shall be given not less than thirty (30) days notice period.  
 No notice of termination will be observed by UNV in the cases of summary dismissal or prolonged incapacity to work because of illness.

- d. **Compensation in lieu:** UNV may pay the UN Volunteer compensation in lieu of the notice period. Such compensation will be equal to the VLA and all other entitlements and allowances, including insurance, less any applicable deductions, for the applicable notice period.

## 6. DEATH OF THE UN VOLUNTEER

- a. In the event the UN Volunteer dies during the UN Volunteer assignment, the Contract will end with immediate effect.
- b. If the deceased UN Volunteer has recognized primary dependents covered by UNV medical insurance, their medical coverage will be extended for 45 days past the date of death of the UN Volunteer to allow them to obtain other insurance or reintegrate into their respective national system.
- c. In addition to the applicable life insurance provisions outlined above in Section X.8, the beneficiaries will be paid a lump sum equaling 1.5 months of VLA, according to the shares set out in the “Designation, change or revocation of beneficiary” form. The beneficiaries will also receive any outstanding financial entitlements payable by UNV or the Host Entity that have accrued by the time of death, including outstanding unpaid VLA and Exit Lump Sum allowance. These payments will be made in accordance with the “Designation, change or revocation of beneficiary” form. In cases where the beneficiary form is unavailable or deficient, or where the named beneficiaries have passed, the provisions of Section X.8.b(i-iv) apply.





*Michelle Pazmiño is a national UN Volunteer Protection Officer with the International Organization for Migration (IOM) in Ecuador. (Juan Diego Pérez Arias, UNV 2016).*

# XIV. Final Separation

1. **Final Clearance Checklist:** The Final Clearance Checklist assists UNV to establish whether the departing UN Volunteer has any outstanding obligations (financial or otherwise). Such obligations include, but are not limited to, obligations towards the UN, and private legal obligations, including rent, bills, and court-ordered family support.
2. The Final Clearance Checklist is the responsibility of the UN Volunteer at the end of an assignment and must be cleared by the Host Entity and UNV Headquarters. The authorization of the Certificate of Service, return travel and payment of the Exit Lump Sum allowance is contingent upon final clearance from both. No Exit Lump Sum will be paid until the Final Clearance Checklist is completed, and any other specific instructions from UNV are complied with.
3. Any outstanding obligations that arise after the completion of the Final Clearance Checklist will nonetheless be the full responsibility of the former UN Volunteer and any recovery and/or legal action may be pursued accordingly.
4. **Certificate of Service:** After completion of the UN Volunteer assignment, UN Volunteers will receive a Certificate of Service from UNV. The Certificate of Service will only be issued after the UN Volunteer has completed the Final Clearance Checklist, all required administrative actions, and has settled all debts as applicable with UNV, the Host Entity, or UNDP. The Certificate of Service will only certify the dates of the UN Volunteer's service and will not constitute an endorsement or other indication of the quality of performance, nor substitute a reference letter from a supervisor.



# XV. Disciplinary Investigations and Review Process

## 1. INVESTIGATION OF MISCONDUCT

Allegations of misconduct against a UN Volunteer will be investigated by a duly authorized investigative body. Unsatisfactory work performance does not constitute misconduct unless it rises to a level of gross negligence or recklessness.

## 2. NATIONAL AUTHORITIES

Where there are credible allegations that a UN Volunteer violated the national law of their country of nationality or of the country where the events in question took place, referral of the allegations may be made to the national authorities of either country. Such referral will usually occur following disciplinary proceedings but may occur at any time that credible allegations are considered to have arisen.

## 3. DISCIPLINARY REVIEW PROCESS

- a. **Review by the UNV Advisory Panel on Disciplinary Measures and Claims (APDMC)**
  - i. *Investigation reports substantiating allegations of misconduct involving current and former UN Volunteers will be reviewed by the UNV Advisory Panel on Disciplinary Matters (hereinafter APDMC). The APDMC is an advisory board only; the UNV Executive Coordinator maintains independent discretion and authority to make decisions on disciplinary cases without seeking a recommendation from the APDMC.*
  - ii. *In the absence of a report from a UN investigative body, the APDMC may exceptionally review allegations of misconduct from the administrative*



*findings of anti-fraud departments of UNV-contracted insurance providers, or on the basis of judicial findings from a competent court of law. If a final investigation report cannot be obtained from the UN investigative body, the APDMC may exceptionally review the allegations on the basis of evidentiary material referred by the UN investigative body, if, in the view of the APDMC, the evidence is clear and reasonable and allows the subject of the disciplinary process to understand the allegations raised against him or her and their basis.*

- iii. Before the review of the disciplinary matter, the APDMC will a) notify the UN Volunteer in writing of the allegations against them; b) share a copy of the investigation report and all accompanying annexes (or the materials related to the administrative and judicial findings as set out in paragraph XVI.2(a)(ii) above with the UN Volunteer (redacted as appropriate where there is a justified need to protect an identity or other information); c) provide the UN Volunteer the opportunity to respond in writing to the allegations and investigation findings (if applicable) to provide any relevant information and evidence and to indicate any mitigating factors to be considered; d) set a deadline for the UN Volunteer to submit his or her response to the allegations; and e) where the allegations relate to sexual exploitation and abuse (SEA) or sexual harassment (SH), inform the UN Volunteer that a finding of culpability may result in their placement on a centralized UN-wide database, known as the Clear Check Screening Tool, that is accessible during recruitment or onboarding processes to ensure that individuals who are separated, or who would have been separated for SEA or SH had they still been serving as UN Volunteers, are not recruited by or permitted to serve with the United Nations.*
- iv. If the UN Volunteer comments on the allegations within the permissible timeframe, the APDMC will consider those comments in its disciplinary review of the allegations. However, no comments are required by the APDMC for it to review the disciplinary matter and make its recommendation to the UNV Executive Coordinator based on the information available to it.*
- v. The APDMC makes a recommendation to the UNV Executive Coordinator as to the imposition of a disciplinary measure, or the exoneration of the UN Volunteer.*

**b. Non-disciplinary action and reprimand**

- i. The APDMC does not review performance-related, inter-personal issues or administrative actions taken related to UN Volunteers (such as performance evaluations, financial recovery, or administrative leave from service pending the outcome of a misconduct investigation).*

- ii. *The APDMC may however recommend the issuance of a reprimand because of the conduct in question, where the evidence obtained by and reviewed by the APDMC regarding the UN Volunteer's actions does not rise to the level of misconduct, but nevertheless warrants issuing some sort of admonition. A reprimand does not constitute a disciplinary sanction, and, in recommending a reprimand, the APDMC is recommending the exoneration of the UN Volunteer for misconduct.*
- c. **Legal counsel:** A UN Volunteer who is the subject of a disciplinary proceeding may choose to be represented by legal counsel during the disciplinary review process at his or her own expense.
- d. **Decision on cases of alleged misconduct:** Following the review of the allegations by the APDMC as described in Section XVI.2(a)(i) and (ii) above, the UNV Executive Coordinator decides whether to impose a disciplinary measure in accordance with the Conditions of Service or to exonerate the UN Volunteer, taking into account all facts of the case including, as appropriate, the recommendations of the APDMC. The UNV Executive Coordinator may decide that circumstances require a decision without a review of the allegations and a recommendation of the APDMC or revert the case to the APDMC for further review. Irrespective of whether the UN Volunteer has already separated for any other grounds, including but not limited to resignation pending the outcome of the disciplinary matter, the UNV Executive Coordinator retains the right to issue a decision letter indicating the measure that would have been imposed, if applicable, had the UN Volunteer not separated.

## 4. DISCIPLINARY SANCTIONS

- a. **List of sanctions:** Depending on the nature and gravity of the misconduct and having due regard for the principle of proportionality, the UNV Executive Coordinator may impose one or more of the following disciplinary measures on a UN Volunteer:
  - i. *Letter of censure: A letter of censure is a letter indicating that the UN Volunteer has committed misconduct and states the nature of the misconduct. The letter of censure is placed in the UN Volunteer's official file at UNV Headquarters and becomes part of his or her permanent record.*
  - ii. *Non-extension of the current contract: A UN Volunteer whose contract is not extended due to a finding of misconduct cannot serve as a UN Volunteer for 5 years following her/his separation from service.*
  - iii. *Early separation for misconduct: Early separation is a termination of the*

*contract with adherence to the standard procedure for termination of the contract by UNV. A UN Volunteer who has been separated early for misconduct cannot serve as a UN Volunteer for 10 years following her/his separation from service. It results in the loss of the Exit Lump Sum allowance.*

*iv. Summary dismissal: Summary dismissal is a separation from service with immediate effect. It results in the loss of the Exit Lump Sum. The return travel entitlements will remain. A UN Volunteer who has been summarily dismissed cannot serve as a UN Volunteer again.*

- b. **Recording and information sharing:** The disciplinary decision will be put in the permanent file of the UN Volunteer by UNV and may be shared with other UN entities and national authorities if deemed appropriate.

## 5. RECOVERY FOR LOSS OF PROPERTY OR ASSETS

When a UN Volunteer is found to be responsible through willful conduct, gross negligence, or recklessness for a financial loss, the UN Volunteer is obliged to refund UNV or the Host Entity either partially or in full for any financial loss suffered by that entity as a result of his or her actions.

Such recovery action does not constitute a disciplinary measure and is distinct from any disciplinary action being considered or undertaken.

## 6. REPORTING ALLEGATIONS OF WRONGDOING AND PROTECTION AGAINST RETALIATION

- a. **Affirmative Obligation to Report:** UN Volunteers are obliged to report any breach of UNV's, UNDP's or the Host Entity's regulations and rules and any acts and allegations of misconduct to their immediate supervisor at the Host Entity, appropriate investigation, and audit bodies of the Host Entity, UNV or the Administering Office.
- b. UN Volunteers must fully and truthfully cooperate in any investigation into allegations of misconduct. Failure to cooperate may itself constitute misconduct. In addition, UN Volunteers must not interfere with investigations or witnesses. In case the reporting UN Volunteer believes there is a conflict of interest on the part of the person to whom the report is to be made, the UN Volunteer may report the allegations to the next level of authority.
- c. **How to Report:** Under the UNV Whistle-blower Policy and Procedures in Annex 02



*UNV teacher Layal Alaa Eddine listens to a girl's answer in her first grade English class at Tulkarem school in Borj al Barajneh (Nadim Bou Habib, 2016).*

UN Volunteers are obliged to report any breach of UN regulations and rules to officials who have the responsibility to take appropriate action.

UN Volunteers are encouraged to report allegations of misconduct, either orally or in writing, to the investigative body of the Host Entity, or in cases where appropriate the supervisor, per the Host Entity applicable guidelines on protection against retaliation for reporting misconduct or for cooperating with an authorized fact-finding activity.

Where there is no official procedure for UN Volunteers, access is limited, or delays are encountered in the formal channels within the appropriate investigation and audit bodies of the Host Entity, UN Volunteers should seek informal advice from the relevant Office of the Ombudsman. (See Section XVII.2).

- d. **Protection from Retaliation or Retribution:** If a UN Volunteer fears retribution or retaliation after reporting allegations of wrongdoing, or cooperating with an audit or investigation, he or she should contact the ethics focal point of the Host Entity to seek protection against retaliation.

# XVI. Administrative Leave from Service

## 1. ADMINISTRATIVE LEAVE

Administrative leave occurs when a UN Volunteer is suspended from performing their functions owing to allegations of suspected misconduct pending the completion of the disciplinary process.

During Administrative Leave the UN Volunteer is not allowed to report for service. The UN Volunteer may be required to leave the country of assignment during the administrative leave. In all cases, the UN Volunteer must remain contactable by the Administering Office. During the administrative leave, the UN Volunteer will continue to accrue leave and other entitlements, remain fully insured, and continue to receive VLA. If the UN Volunteer leaves the duty station without authorization, no VLA may be paid for the period of absence from the duty station, and accrual of leave and other entitlements will be temporarily suspended.

## 2. ADMINISTRATIVE LEAVE PRECONDITIONS

- a. A UN Volunteer may be placed on administrative leave by UNV at any time from the moment allegations of misconduct against him or her are reported, until a final decision is made by the UNV Executive Coordinator. Allegations of misconduct for which administrative leave may be imposed can only be allegations which:
  - i. *are reported to UNV or the UNDP Country Office, are under assessment or investigation, or are being reviewed during a UNV disciplinary process; or*
  - ii. *are under assessment or investigation, or are being reviewed by a UN entity since the allegations are related to conduct prior to the UN Volunteer assignment; or*
  - iii. *are the subject of a criminal investigation or criminal proceedings by national authorities.*
- b. As a general principle, administrative leave may be contemplated in cases where:
  - i. *the conduct in question and/or the continued presence of the UN Volunteer on UN premises, in the opinion of UNV, poses or may pose a security or financial*



*risk to UNV/Host Entity or otherwise prejudice UNV/Host Entity's interests or reputation; or*

- ii. the continued presence of the UN Volunteer in the office may pose a security or safety risk to themselves or others; or*
- iii. the UN Volunteer is unable to continue to perform his or her functions effectively, in view of the allegations, ongoing investigation or proceedings, and the nature of his or her functions; or*
- iv. continued service of the UN Volunteer would create a risk that he or she may destroy, conceal, or otherwise tamper with potential evidence or interfere in any way with the investigation or disciplinary process, including retaliation or intimidation of a witness; or*
- v. there is a risk of repetition or continuation of the alleged misconduct.*

### **3. ADMINISTRATIVE LEAVE PROCEDURE**

- a. Administrative leave may only be imposed by the UNV Executive Coordinator or the delegated authority.
- b. In cases of emergency and where the official with delegated authority is not immediately available, administrative leave may exceptionally be imposed by the UNDP Resident Representative, Special Representative of the Secretary-General (SRSG), or if there is no acting Resident Representative in the country, the Officer in Charge of UNDP in the country.
- c. In this case, the administrative leave may only be imposed for up to 72 hours and the UNV Executive Coordinator or the respective delegated authority must be immediately informed of the administrative leave and the reasons thereof. Within 72 hours after the imposition of administrative leave, the UNV Executive Coordinator, or the respective delegate must either uphold or end the Administrative Leave. The administrative leave will otherwise expire automatically.
- d. The length of the administrative leave must be commensurate with the reasons for its imposition and only up to a maximum duration of three months. After three months the administrative leave can only be extended on an exceptional basis by a decision of the UNV Executive Coordinator. During the administrative leave, the grounds for administrative leave will be reviewed periodically by UNV Headquarters. The administrative leave will be rescinded by UNV Headquarters immediately when the basis for administrative leave no longer exists.
- e. The UN Volunteer must be notified by UNV in writing of the administrative leave and the reasons thereof.

# XVII. Recourse Procedures, Dispute Resolution

## 1. INFORMAL RESOLUTION

A UN Volunteer who intends to contest a decision of UNV affecting his or her assignment or other conditions and circumstances of his or her assignment is encouraged first to raise any such issue directly with UNV or the Host Entity to find a mutually agreeable informal settlement.

If a UN Volunteer is dissatisfied with an outcome of consultations with UNV or the Host Entity, they may avail themselves of the services of the relevant United Nations Ombudsman (see Section XVII.2 below) for informal dispute resolution and mediation.

## 2. OFFICE OF THE OMBUDSMAN

UN Volunteers may avail themselves of the services of the Ombudsman to resolve grievances by providing appropriate guidance, clarification on procedures, or any information that may be relevant to the issue at hand.

## 3. SUSPENSION OF TIME LIMITS

Upon written request of the UN Volunteer, the UNV Executive Coordinator or his/her designate may suspend the time limits for formal recourse procedures for a specified period to allow for attempts at informal settlement. Absent this explicit agreement, the applicable timelines are not suspended. If the matter requires

review by the UNDP Administrator, in accordance with Section XVII.5 below, such request must be made to the UNDP Administrator or his/her designate.

## 4. STATUTE OF LIMITATION FOR CLAIMS AGAINST UNV

Irrespective of the deadlines set out for recourse against administrative decisions, a UN Volunteer who has not received an allowance or payment to which he or she is entitled shall not receive them retroactively unless he or she has made a written claim within 180 calendar days following the date on which he or she was entitled to the payment.

In cases of adjustment to previously paid allowances, the 180-calendar day time limit for claims applies from the date of notice to the last email address provided by the UN Volunteer in their UN Volunteer file at UNV Headquarters.

## 5. RECOURSE PROCEDURE

UN Volunteers may seek formal recourse against decisions of UNV affecting the terms of his or her assignment including, but not limited to, entitlements, separation from service, or disciplinary decisions.

- a. **Internal administrative recourse:** Except as indicated below, a UN Volunteer who wishes to contest an administrative decision concerning their terms of appointment made by UNV shall write to the UNV Executive Coordinator requesting a review of the administrative decision. The written request must:
  - i. *contain the name of the UN Volunteer;*
  - ii. *be dated;*
  - iii. *contain the consolidated statement of the reasons for which a review is requested and accompanying rationale as well as any evidence the UN Volunteer wishes to put forward; and*
  - iv. *be submitted to the UNV Executive Coordinator within 30 calendar days from the time the UN Volunteer is notified of the decision to be contested.*
- b. The UNV Executive Coordinator's reply will be provided to the UN Volunteer within sixty calendar days of receipt of the request for a review. Should the decision be overturned as a result of the recourse and the impugned decision has already been executed, the UNV Executive Coordinator may decide on appropriate means of restitution.

- c. If the decision for which the review is sought was made by the UNV Executive Coordinator, or if, upon receipt of the UNV Executive Coordinator's response to the request for review, the UN Volunteer wishes to contest the decision further, he or she must send a request in writing to the UNDP Administrator within 30 calendar days of receiving the UNV Executive Coordinator's decision. This written request must contain the name of the UN Volunteer, a consolidated statement of the reasons for which the review is sought and be sent directly to the UNDP Administrator with a copy to the UNV Executive Coordinator.
- d. Supplemental submissions made by the UN Volunteer in support of the initial request will be considered as resetting the date on which the request was received but do not have the effect of suspending the time limit for an appeal to be made. If the UN Volunteer makes supplemental submissions, the UN Volunteer may be asked to provide a consolidated claim where, in the opinion of UNDP, the UN Volunteer has introduced additional claims or asserted contradictory claims or facts.
- e. The UNDP Administrator or his or her designate will review the decision of the UNV Executive Coordinator and provide the UN Volunteer with a reply within sixty calendar days of receipt of the request for an administrative review. Should the decision be overturned as a result of the recourse and if it has already been executed, the UNDP Administrator or his or her designate may decide on reinstatement or any other appropriate remedy.
- f. Appealing a decision to the UNV Executive Coordinator or the UNDP Administrator does not suspend the contested decision, which is executable immediately.

## **6. ARBITRATION:**

If upon receipt of the UNDP Administrator's final decision, the UN Volunteer wishes to contest the decision further, he or she must request arbitration. The arbitration will be conducted according to the provisions set out below. UN arbitration procedural costs are generally shared between the parties. Note that matters involving Privileges and Immunities cannot be considered or determined by an arbitrator.

- a. The UN Volunteer who wishes to request arbitration must request in writing (clearly indicating the name and with signature), within 30 calendar days of receiving the UNDP Administrator's final decision. Such a written request shall be sent to the UNDP Administrator and the UNV Executive Coordinator,

clearly stating the issue to be put to arbitration and quantifying the claim to be arbitrated.

- b. Upon receipt of a request for arbitration as provided in paragraph a. above, a reply will be sent to the claimant to confirm receipt.
- c. Arbitration will be conducted by a single, qualified, and independent arbitrator who is not a staff member of a UN organization, designated by agreement of both parties.
- d. Any question relating to the qualification or admissibility of an arbitrator will be resolved by recourse to the United Nations Commission On International Trade Law (UNCITRAL) rules.
- e. If in-person proceedings are required, the location for arbitration proceedings shall generally be New York. However, if both parties agree, the arbitration proceedings may be conducted in other locations. The arbitrator may apportion costs pursuant to UNCITRAL rules.
- f. The arbitration proceedings will be conducted in English, French, or Spanish, and will be limited to the written submissions provided by both parties. The arbitrator may exceptionally authorize oral proceedings if necessary, upon a finding of objective reasons for doing so. Any costs related to the need for translation will be borne by the party requesting the document. Either party may appeal to the arbitrator regarding the need to furnish a requested document.
- g. No arbitration proceedings will commence without both parties furnishing a deposit sufficient for the arbitrator to commence proceedings as indicated by the arbitrator. Upon written request by one of the parties setting forth valid reasons to the contrary, the arbitrator may decide otherwise.
- h. The proceedings of the arbitration will include consideration of the following written submissions:
  - i. *the claimant's statement will be submitted within 45 days of receiving notification of the establishment of the arbitrator though the arbitrator may extend the time limits;*
  - ii. *the answer by the respondent, which will be submitted within 45 days of receiving the claimant's statement though the arbitrator, may extend the time limits;*



- iii. such rebuttal as the claimant may wish to make within 30 days of receipt of the respondent's answer, unless the arbitrator orders otherwise;*
  - iv. such reply as the respondent may wish to make within 30 days of receipt of the claimant's rebuttal, unless the arbitrator orders otherwise; and/or*
  - v. any other statement or information supplied at the request of the arbitrator.*
- 
- i. The arbitrator will decide on any extension of the time limits for written submissions above upon showing a reasonable basis for providing such an extension. The other party to the arbitration will have an opportunity to present any objections to such an extension, within the time limits set by the arbitrator for doing so.
  - j. Either party may request in writing that the arbitrator is periodically provided with an advance against future costs and that arbitration will only proceed when the appropriate advance from both parties has been received. The arbitrator will make the final decision on any such request.
  - k. Subject to the conditions and limitations indicated in the preceding sections concerning arbitration, arbitration proceedings will be conducted according to UNCITRAL rules.
  - l. The decision of the arbitrator will constitute the final settlement of the dispute and will be binding upon both parties.
  - m. If the UN Volunteer does not respond within 90 calendar days after the respondent has proposed an arbitrator for appointment, the arbitration request will be closed. Thereafter, if the UN Volunteer does not respond to written inquiries or initiate required action within 180 calendar days of such an inquiry being sent or such an obligation arising, the arbitration request will be closed. Arbitration requests closed as a consequence of either situation described above may not be reopened.

# XVIII. Special Programme Initiatives

## 1. UN VOLUNTEERS IN SPECIAL PROGRAMME INITIATIVES

UNV is mandated to promulgate innovative initiatives that are responsive to volunteer-specific needs of the United Nations system as well as donor entities, non-governmental organizations, and private-sector stakeholders. These Special Programme Initiatives are governed by the related policy documents crafted to address the desired programmatic aims and broader SDG outcomes in line with UNV guiding principles.

Special Programme Initiatives policy documents may be embedded with particular terms and conditions that amend the administration and the functions of UN Volunteers. If these Special Programme Initiative's administration and entitlements differ from the standard administration and entitlements set out in the CoS, they must be set out in the DoA, Offer and Contract.

Special Programme Initiatives should be viewed as an extension of the applicable Conditions of Service for UN Volunteers. Thus, the Conditions of Service is the primary controlling document, and promulgated policy documents for Special Programme Initiatives of UN Volunteers are secondary. UNV promulgates the programmatic and policy document and specific terms and conditions of the Special Programme Initiative and communicates them publicly and to UN Volunteers through the Offer.

## 2. FULLY FUNDED VOLUNTEERS

The benefits and entitlements of fully funded UN Volunteers are generally aligned with the Conditions of Service. Any variance from the COS will be specifically detailed in the DoA, Offer, and Contract. Thus, the Conditions



*UN Youth Volunteer Blanca de la Cruz Vicente conducts a participatory session with communities within a joint project led by UNDP in Guatemala (UNV, 2016).*

of Service is the primary controlling document, and promulgated policy documents or donor agreements for fully funded UN Volunteers are secondary. It is understood that all assignment-related costs generally borne by the Host Entity will be absorbed by the funding partner. In cases of arrangements made directly by or with the funding partner, the fully funded UN Volunteer may be required to submit related claims directly to the funding partner.

# Annexes

# A-01

## SPECIAL MEASURES FOR PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

The UN Secretary-General Bulletin on Special Measures for Protection from Sexual Abuse and Exploitation ST/SGB/2003/13, as updated from time to time, will apply to UN Volunteers mutatis mutandis. See below:

### **Special measures for protection from sexual exploitation and sexual abuse**

The Secretary-General, for the purpose of preventing and addressing cases of sexual exploitation and sexual abuse, and taking into consideration General Assembly resolution 57/306 of 15 April 2003, "Investigation into sexual exploitation of refugees by aid workers in West Africa", promulgates the following in consultation with Executive Heads of separately administered organs and programmes of the United Nations:

### SECTION 1: DEFINITIONS

For the purposes of the present bulletin, the term "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

### SECTION 2: SCOPE OF APPLICATION

- 2.1 The present bulletin shall apply to all staff of the United Nations, including staff of separately administered organs and programmes of the United Nations.
- 2.2 United Nations forces conducting operations under United Nations command and control are prohibited from committing acts of sexual exploitation and sexual abuse, and have a particular duty of care towards women and children, pursuant to section 7 of Secretary-General's bulletin ST/SGB/1999/13, entitled "Observance by United Nations forces of international humanitarian law".
- 2.3 Secretary-General's bulletin ST/SGB/253, entitled "Promotion of equal treatment of men and women in the Secretariat and prevention of sexual harassment", and the related administrative instruction set forth policies and procedures for

handling cases of sexual harassment in the Secretariat of the United Nations. Separately administered organs and programmes of the United Nations have promulgated similar policies and procedures.

### **SECTION 3: PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE**

- 3.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.
- 3.2 In order to further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the United Nations Staff Regulations and Rules, are promulgated:
  - (a) *Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;*
  - (b) *Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence;*
  - (c) *Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;*
  - (d) *Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;*
  - (e) *Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether or not within the United Nations system, he or she must report such concerns via established reporting mechanisms;*
  - (f) *United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a*



*particular responsibility to support and develop systems that maintain this environment.*

- 3.3 The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behaviour may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the United Nations Staff Regulations and Rules.

## **SECTION 4: DUTIES OF HEADS OF DEPARTMENTS, OFFICES AND MISSIONS**

- 4.1 The Head of Department, Office, or Mission, as appropriate, shall be responsible for creating and maintaining an environment that prevents sexual exploitation and sexual abuse, and shall take appropriate measures for this purpose. In particular, the Head of Department, Office or Mission shall inform his or her staff of the contents of the present bulletin and ascertain that each staff member receives a copy thereof.
- 4.2 The Head of Department, Office or Mission shall be responsible for taking appropriate action in cases where there is reason to believe that any of the standards listed in section 3.2 above have been violated or any behaviour referred to in section 3.3 above has occurred. This action shall be taken in accordance with established rules and procedures for dealing with cases of staff misconduct.
- 4.3 The Head of Department, Office or Mission shall appoint an official, at a sufficiently high level, to serve as a focal point for receiving reports on cases of sexual exploitation and sexual abuse. With respect to Missions, the staff of the Mission and the local population shall be properly informed of the existence and role of the focal point and of how to contact him or her. All reports of sexual exploitation and sexual abuse shall be handled in a confidential manner in order to protect the rights of all involved. However, such reports may be used, where necessary, for action taken pursuant to section 4.2 above.
- 4.4 The Head of Department, Office or Mission shall not apply the standard prescribed in section 3.2 (b), where a staff member is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- 4.5 The Head of Department, Office or Mission may use his or her discretion in applying the standard prescribed in section 3.2 (d), where beneficiaries of

assistance are over the age of 18 and the circumstances of the case justify an exception.

- 4.6 The Head of Department, Office or Mission shall promptly inform the Department of Management of its investigations into cases of sexual exploitation and sexual abuse, and the actions it has taken as a result of such investigations.

## **SECTION 5: REFERRAL TO NATIONAL AUTHORITIES**

If, after proper investigation, there is evidence to support allegations of sexual exploitation or sexual abuse, these cases may, upon consultation with the Office of Legal Affairs, be referred to national authorities for criminal prosecution.

## **SECTION 6: COOPERATIVE ARRANGEMENTS WITH NON-UNITED NATIONS ENTITIES OR INDIVIDUALS**

- 6.1 When entering into cooperative arrangements with non-United Nations entities or individuals, relevant United Nations officials shall inform those entities or individuals of the standards of conduct listed in section 3, and shall receive a written undertaking from those entities or individuals that they accept these standards.
- 6.2 The failure of those entities or individuals to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of any cooperative arrangement with the United Nations.

## **SECTION 7: ENTRY INTO FORCE**

The present bulletin shall enter into force on 15 October 2003.

# A-02

## **PROTECTION AGAINST RETALIATION FOR REPORTING MISCONDUCT AND FOR COOPERATING WITH DULY AUTHORIZED AUDITS OR INVESTIGATIONS (UNV WHISTLEBLOWER POLICY AND PROCEDURES BASED ON ST/SGB/2017/2/REV.1)**

### **PURPOSE AND SCOPE**

The UN seeks to protect individuals who in good faith report violations of the UNV Code of Conduct or other instances of wrongdoing or potential wrongdoing within UNV or the Host Entity. The UNV Whistleblower Policy and Procedures set forth below are intended to encourage and enable UN Volunteers to raise concerns in good faith within the Host Entity and UNV without fear of retaliation or adverse personnel action.

The terms of this policy apply to UN Volunteers as well as clarify with Host Entities the inclusion of UN Volunteers into Host Entity structures based on ST/SGB/2017/2/Rev.1. These rules become effective on all parties from the applicable Commencement of Service date.

### **DEFINITIONS\***

“UN Personnel”: UN Volunteers, any UN staff member (regardless of the type of appointment or its duration), interns, international and local consultants, corporate contractors, and all UN peacekeeping missions' personnel.

“Host Entity”: the UN entity that has requested the services of and hosts the UN Volunteer.

“Good Faith”: Information concerning wrongdoing or potential wrongdoing is disclosed in “good faith” when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes wrongdoing or potential wrongdoing.

“Whistleblower”: Any UN Volunteer who in good faith discloses information concerning wrongdoing by UN personnel, or concerning the business of UNV or the Host Entity itself.

“Wrongdoing”: Failure to comply with obligations under the applicable legal framework, including, but not limited to Codes of Conduct and administrative instructions, corruption, fraud, criminal misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by UN personnel.

“Retaliation”: within the meaning of this policy means any direct or indirect detrimental action that adversely affects the contractual relationship or working conditions of an individual, where such action has been recommended, threatened or taken for the purpose of punishing, intimidating or injuring an individual because that individual engaged in an activity protected by the present policy.

“Personnel action”: Any action affecting the UN Volunteer’s contractual rights and entitlements, early termination, or evaluation of performance.

“Authorized fact-finding activity” within the meaning of this policy includes any authorized audit, evaluation, investigation, inspection, or management review.

## **CLAUSE 1: RIGHTS AND RESPONSIBILITIES OF UN VOLUNTEERS**

All UN Volunteers have a duty to report misconduct and to assist in authorized fact-finding activities upon request. UN Volunteers have an accompanying right to be protected from retaliation. Protection from retaliation will apply to any UN Volunteer who:

- i. Discovers or has direct knowledge of wrongdoing or potential wrongdoing concerning the failure of one or more UN personnel to comply with his or her obligations under the Charter of the United Nations, the UNV Code of Conduct (where applicable), Staff Regulations and Staff Rules or other relevant administrative issuances of the Host Entity, the Financial Regulations and Rules or the Standards of Conduct of the International Civil Service, including any request or instruction from any UN Personnel member to violate the above-mentioned regulations, rules or standards. The individual must make the report in good faith and must submit information or evidence to support a reasonable belief that misconduct has occurred; or

- ii. Cooperates in good faith with a duly authorized fact-finding activity.

## **CLAUSE 2: REPORTING WRONGDOING**

A UN Volunteer shall report such activity in accordance with the following procedures:

- i. The UN Volunteer shall disclose any information concerning wrongdoing either orally or in writing to report to the investigative body of the Host Entity, or in cases where appropriate the supervisor, per the Host Entity applicable guidelines on protection against retaliation for reporting misconduct or for cooperating with an authorized fact-finding activity. Under the UNV Whistle-blower Policy and Procedures, the UN Volunteer is obliged to report any breach of UN regulations and rules to officials who have the responsibility to take appropriate action.
- ii. All UN Volunteers who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
- iii. The UN Volunteer shall keep the substance of his or her allegations confidential to the best extent possible, even after the matter has been adjudicated upon.
- iv. Should a UN Volunteer believe in good faith that disclosing information to the Host Entity pursuant to Clause 2(i) above would likely subject him or her to adverse personnel action or be ineffective, or if the ethical breach involves a direct supervisor, then the UN Volunteer may instead disclose the information to the United Nations Ombudsman for the United Nations Funds and Programmes for informal advice on how to best proceed. See section XVII.2.
- v. The dissemination of unsubstantiated rumors or the submission of an allegation or report of suspected misconduct that is intentionally false or misleading is not a protected activity under this policy. Intentionally making a false report, verbally or in writing, constitutes misconduct for which disciplinary measures may be imposed.
- vi. No UN Volunteer who in good faith discloses potential violations of the UNV Code of Conduct as well as the applicable Host Entity Code of Conduct or

other instances of potential wrongdoing, shall suffer harassment, retaliation, or adverse personnel action by UNV and/or the Host Entity.

### **CLAUSE 3: PROTECTION FROM RETALIATION OR INTERFERENCE**

The legitimate application of regulations, rules or administrative policies, issuances or procedures, or the mere expression of disagreement, admonishment, criticism, or a similar expression regarding work performance, conduct or related issues within a supervisory or similar relationship, do not constitute retaliation from which protection may be sought under this policy. However, in applying such regulations, rules and administrative policies and procedures, UNV and Host Entity management must be able to show by clear and convincing evidence that the same action would have been taken absent the protected activity.

No UNV personnel or Host Entity personnel shall retaliate against any whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of authority; and, no UNV or Host Entity personnel shall interfere with the right of any other UN Volunteer by any improper means aimed at deterring disclosure of potential wrongdoing.

Any attempts at retaliation or interference are strictly prohibited and:

- i. In circumstances when a UN Volunteer makes allegations of retaliation against a whistleblower or interference with an individual seeking to disclose potential wrongdoing with the Host Entity it is the responsibility of the Host Entity to:
  - (i) provide information on rights to the UN Volunteer concerned and (ii) liaise with the Host Entity ethics or whistleblowing protection focal persons to ensure that the rights of the UN Volunteer are not infringed upon and that the formal channels of whistleblower protection are afforded to the UN Volunteer in the same manner as staff.
- ii. UNV management will ensure that full and effective whistleblower protection to serving and separated UN Volunteers is afforded by the Host Entity. UNV's role will generally be limited to providing assistance, sharing information, and working through the Host Entity as the primary responsible party.
- iii. UNV will generally not act on behalf of UN Volunteers in reporting allegations of misconduct of personnel at Host Entity including misconduct of other UN Volunteers as this must be conducted within the official channels of the Host Entity. UNV may follow up with the UN Volunteer and the ethics focal persons



of the Host Entity to establish whether effective protection against retaliation has been afforded and/or whether the alleged harassment/retaliation has been investigated.

- iv. UNV will implement any measures in terms of the contract and assignment of the UN Volunteer as necessary and agreed on with the UN Volunteer, such as a reassignment to another duty station and or functional area when circumstances are warranted as decided by the UNV Executive Coordinator.
- v. UNV will keep all information it receives on individual cases and generally in connection with this policy strictly confidential. It will only share such information as strictly necessary for the implementation of this policy and the effective management of a case.

## **CLAUSE 4: FINAL PROVISIONS**

The procedures contained in this policy are established without prejudice to the right of the relevant officials of the Host Entity to act on their own initiative to prevent, investigate or impose disciplinary measures against individuals engaged in retaliation.

This policy has been aligned with ST/SGB/2017/2/Rev.1 (dated 28 November 2017) entitled “Protection against retaliation for reporting misconduct and for cooperating with duly authorized audits or investigations”. This revised policy enters into force on the day it is issued.

# A-03

## **GUIDELINES FOR THE CLAIMS PANEL FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY DUE TO EMERGENCY SITUATIONS**

### **1. PURPOSE**

Within the limits and under the terms of the Conditions of Service for UN Volunteers, eligible UN Volunteers may be entitled to reasonable compensation if their personal effects are lost or damaged as a direct result of an emergency created by war, civil unrest, or natural disaster or in other emergencies caused by force majeure as determined by UNV. Such an emergency must have occurred in a place where the UN Volunteer had been authorized to travel to and was obliged to be to discharge her/his official duties. The purpose of this instruction is to define the limits, terms, and conditions governing such compensation and to set forth the procedures for the examination of claims submitted in connection with such loss or damage.

### **2. PROCEDURE FOR FILING OF INVENTORIES AND SUBMISSION OF CLAIMS**

- a. No later than six weeks after Commencement of Service, the UN Volunteer will submit a duly completed inventory of her/his personal effects to the UNV Administering Office. The UNV Administering Office will certify and retain a copy in the UN Volunteer's personal file and ask her/him to keep a copy for his/ her own reference. UN Volunteers are required to update the inventory list to reflect current assets. Items not included in the inventory form may not be compensated.
- b. In the event of loss or damage, only the items listed on the form will be taken into consideration for compensation, unless it can be proved that these were acquired after filing the last inventory.
- c. When loss or damage occurs the UN Volunteer will submit a claim to the UNV Administering Office, specifying the exact circumstances of the incident that caused the loss or damage, of the items, the value, and other relevant details such as a police report, as appropriate. The claim will be handled by UNV Advisory Panel on Disciplinary Measures and Claims (APDMC) with any comments/ recommendations of the applicable Host Entity.

- d. The claim must be submitted within one year of the date of loss or damage. Claims submitted after the one-year deadline will not be considered.

### 3. ENTITLEMENT TO COMPENSATION

- a. Maximum compensation is limited to a \$5000 total per claim for single UN Volunteers and \$8000 per claim for those with recognized primary dependents.
- b. No single article in a claim can exceed a maximum value of \$1000.
- c. Reasonable compensation is based strictly on the value of items that are deemed necessary for general living standards during the assignment. Luxury, discretionary or extravagant items are not covered. No compensation will be paid for any loss or damage occasioned by the claimant's negligence or misconduct.
- d. Sunglasses are limited to a maximum of \$150 and watches limited to a maximum of \$350.
- e. Compensation will not apply to loss of or damage to personal property resulting from theft or burglary. UN Volunteers are advised to subscribe to an insurance scheme against such losses.
- f. The personal effects of a UN Volunteer are deemed to include the personal effects of her/his recognized primary dependents who are authorized by UNV to join, and have joined, her/him in the country of assignment.
- g. These instructions will not apply to loss of or damage to the UN Volunteer's personal effects during their transportation to and from the country of recruitment/home country and the country of assignment. Such loss or damage should be dealt with within the provisions of the insurance coverage as arranged by the UN Volunteer herself/himself.
- h. No compensation will be paid for loss of or damage to automobiles, motorcycles, motors of all types and their accessories, heirlooms, jewelry, securities, tickets or documents, or any other such article that in the opinion of UNV is not considered to have been reasonably acquired by the UN Volunteer under existing circumstances and volunteer conditions.
- i. Compensation for loss of cash will be limited up to \$500 for a single UN Volunteer and up to \$700 for those with dependents at the duty
- j. In line with paragraph a. above, compensation will be paid for loss or damage due to any one claim incident, provided that the maximum allowable compensation does not exceed the limits.
- k. As a guide to the amount of compensation for claims, the UNV APDMC will apply the following depreciation rates:

- i. Clothing: 10 percent per annum with a maximum of 60 percent*
- ii. Furniture: 5 percent per annum with a maximum of 80 percent*
- iii. Equipment, appliances, electronics, machinery: 10 percent per annum with a maximum of 80 percent*
- iv. Other items: 10 percent per annum with a maximum of 60 percent*

#### **4. PAYMENT OF COMPENSATION**

The UNV APDMC will examine the case against the background of all the relevant information, documentation and comments provided and advise the amount of compensation, if any, to be paid by the UN Host Entity. The UN Volunteer will sign a discharge form absolving UNV from any further liability in consideration of the compensation received.

#### **5. FINAL DECISION ON COMPENSATION**

The decision of UNV is final regarding setting reasonable compensation for the lost or damaged personal effects. It is not subject to any arbitration.

# A-04

## GUIDELINES ON SECURITY RELOCATION/EVACUATION

The guidelines are valid for regular UN Volunteer assignments. **These guidelines may be superseded by special operations and emergencies as determined by the prevailing conditions determined by the SRSG/Security Coordinator and/or UN Designated Official.**

- a. UN Volunteers will continue to benefit from and shall be covered by the security arrangements in place in their country of assignment as established by the UN Security Coordinator.
- b. UN Volunteers will follow and respect the guidelines, security plans, and other directives issued by the UN Designated Official.
- c. Should relocation/evacuation become necessary, UN Volunteers will be evacuated together with other international UN staff to the home country, a safe-haven, or to any other destination approved by the UN Security Coordinator. The safe-haven may be designated a) within the country of assignment or b) outside the country of assignment.

## RELOCATION WITHIN THE COUNTRY OF ASSIGNMENT

If relocation should take place within the country of duty station, UNV will follow the directives issued by the UN Security Coordinator/Designated Official. The normal UN DSA rates for in-country travel as applicable to UN Volunteers are payable.

## EVACUATION OUTSIDE THE COUNTRY OF ASSIGNMENT

- a. While at the place of safe-haven, home country, or a third country, UN Volunteers and their eligible accompanying dependents will be paid the following additional Evacuation Allowance (EA):
  - i. *In respect of the UN Volunteer: US\$ 200 per day during the first 30 days and US\$ 150 per day from the 31st day until the UN Volunteer returns to the duty station, or is reassigned to another location, or until two months have elapsed following an evacuation, whichever is soonest.*

- ii. *In respect of each eligible accompanying dependent residing at the duty station: US\$ 100 for the dependent partner in a marriage, recognized partnership or union and each recognized dependent child during the first 30 days and, US\$ 75 per day from the 31st day until the UN Volunteer returns to the duty station, or is reassigned to another location, or until two months have elapsed following an evacuation, whichever is soonest.*
  - iii. *If the UN Volunteer is authorized to return to the duty station and some or all eligible accompanying dependents are not authorized to return or unable to return due to specific "Family Restrictions" that may be in force for security purposes, or if the UN Volunteer is sent on mission (and receives relevant DSA), the first eligible accompanying dependent will be entitled to the higher rate of evacuation allowance (US\$ 200 or US\$ 150, as applicable).*
- b. The period of evacuation to a safe-haven, home country, or third country should not exceed 60 calendar days. Within this period, a decision should be made as to whether the UN Volunteer will be authorized to return to the duty station or reassigned to another duty station.
- c. All UN Volunteer entitlements shall continue to be paid and all leave continue to accrue during the period of evacuation based on the official duty station. The official duty station may be changed to the evacuation duty station at the request of the UN Host Entity or the Designated Official.
- d. When security evacuation/relocation occurs while the UN Volunteer is on any other leave entitlement outside of the duty station then the security evacuation status starts from the date the UN Volunteer was expected to return to the duty station. Prior to returning to the duty station, the UN Volunteer will be advised by the Host Entity either to join the safe-haven or remain outside the duty station country until further notice.
- e. As far as possible, the maximum period of evacuation will not exceed two months i.e. from the time the UN Volunteer is relocated/evacuated from the duty station until the date that notice of termination of the assignment is served. Within this period, UNV, in consultation with the respective UN Entities, will take the necessary administrative measures to terminate the assignments of UN Volunteers who cannot be reassigned per Section XIII.5(b)(v) and (vi).
- f. In accordance with UNV Conditions of Service, the notice period for termination will depend on the duration of the current assignment. Such notice may be served at any time following relocation/evacuation when UNV, in consultation with the UN Entities, has determined that the evacuated UN Volunteer cannot



be reassigned and that the security situation will not permit, at least in the near future, the return of the UN Volunteer to the duty station.

- g. During the notice period, the UN Volunteer will continue to receive their VLA at the duty station rate and relocation or evacuation allowance.
- h. Loss and damage to personal effects that remain at the duty station will be compensated in accordance with established administrative guidelines for the APDMC. UN Volunteers are reminded of their responsibility to update a list of their itemized personal effects and their value. This list is used by the respective compensation committees of the organization to determine compensation in the event of loss or damage to personal effects.
- i. If the UN Volunteer decides to return to the duty station after being repatriated the UN Volunteer will bear all costs and associated risks.

#### Overview of Security Evacuation Allowances

| Area of Evacuation<br>Applicable SEA rate/<br>staff                                 | Applicable SEA rate/<br>staff member alone   | Eligible<br>accompanying<br>dependent  |
|---|--|--|
| Outside the duty station<br>country (safe haven,<br>home country, third<br>country) | US\$ 200 per day for up<br>to 30 days; thereafter<br>US\$ 150 per day (from<br>the second through the<br>second month) | For family normally<br>residing at the duty<br>station: US\$ 100 per<br>day for up to 30 days;<br>Thereafter US\$ 75 per day |
| Relocation within<br>country of duty station  | DSA of location applies  | 50% of applicable DSA<br>per each eligible family<br>member  |

*Note: The UN Volunteer receives VLA applicable to the country of assignment during all "statuses".*

[illegible]



|  | International   |   |            |        | National  |   |         |            |        |
|--|---|---|------------|--------|---|---|---------|------------|--------|
|  | University  | Youth   | Specialist | Expert | Community   | University  | Youth   | Specialist | Expert |
| <b>Home Visit Leave Point Accrual</b>  | N/A   | Depends on Duty Station Classifications and R&R Framework     |            |        | N/A   |   |         |            |        |
|  |   | H, A, B and C receive 1 point a month                         |            |        |   |   |         |            |        |
|  |   | D and E and within ICSC R&R Framework receive 1 point a month |            |        |   |   |         |            |        |
|  |   | D or E but without R&R receive 2 points a month               |            |        |   |   |         |            |        |
|  |   | Eligibility per UNDP POPPs                                    |            |        |   |   |         |            |        |
| <b>Family Leave</b>  | 7 days taken from uncertified sick leave  |   |            |        |   |   |         |            |        |
| <b>Training &amp; Learning Leave</b>   | 10 working days per consecutive 12 months   |   |            |        |   |   |         |            |        |
| <b>Maternity Leave</b>   | 16 weeks  |   |            |        |   |   |         |            |        |
| <b>Paternity Leave</b>   | 10 days   |   |            |        |   |   |         |            |        |
| <b>Rest &amp; Recuperation</b>   | As per Host Entity policy   |   |            |        | N/A   |   |         |            |        |
| <b>Reassignment Lump Sum</b>   | \$2000 + travel ticket (120% DLC)   |   |            |        | N/A   | \$200 + \$200 Travel Lump Sum   |         |            |        |
| <b>Exit Allowance</b>  | \$225/month   |   |            |        | N/A   | 1 VLA/12 months   |         |            |        |
| <b>Repatriation Travel Ticket</b>  | 120% DLC  |   |            |        | N/A   | When moving \$200   |         |            |        |
| <b>Medical coverage after assignment</b>   | 1 Month for UN Volunteer only (upon confirmation of repatriation immediately after Contract expiry) |   |            |        |   |   |         |            |        |
| <b>United Nations Security Management System (UNSMS) Coverage</b>                | Full inclusion, including eligible dependents   |   |            |        |   |   |         |            |        |
| <b>United Nations Security Management System (UNSMS) Coverage for Dependents</b> | N/A   | Covered   |            |        | N/A   |   | Covered |            |        |
| <b>Security Evacuation Allowance (SEA)</b>                                       | \$200/day up to 30 days & \$150/day as at 2nd month   |   |            |        | In line with locally recruited UN staff members, per Designated Officer (DO) instructions in the County of Assignment. In absence of such instruction reference to SEA for international UN Volunteers. |   |         |            |        |
| <b>SEA for Accompanying Dependents</b>   | N/A   | \$100/day up to 30 days & \$75/day as at 2nd month            |            |        | N/A   | In line with locally recruited UN staff members, per Designated Officer (DO) instructions in the County of Assignment. In absence of such instruction reference to SEA for international UN Volunteers. |         |            |        |
| <b>Security Relocation</b>   | DSA of location applies   |   |            |        | DSA paid for UN Volunteer and/or dependents upon reception of National Staff Security Risk Mitigation Measures circular   |   |         |            |        |
| <b>Security Relocation for Accompanying Dependents</b>                           | N/A   | 50% DSA of location applies                                   |            |        | N/A   | In line with locally recruited UN staff members, per Designated Officer (DO) instructions in the County of Assignment   |         |            |        |
| <b>Medical Evacuation Travel Ticket and DSA</b>                                  | Per applicable UNDP POPP Medical Evacuation Travel  |   |            |        |   |   |         |            |        |

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in action**



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