If the CONTRACTING PARTIES decide to grant to a number of officials of the Secretariat permanent contracts, it is suggested that these permanent appointments should be governed by the same rules as the permanent appointments granted by the United Nations. (See Staff Regulations of the United Nations and Staff Rules, and in particular, Rule 104.13(a), and Regulation 9.1(a)). A specimen contract based on the Letter of Appointment used by the United Nations is appended. (Annexe I).

The main differences between Temporary Indefinite Appointments and Permanent Appointments are as follows:

1. **Probationary Appointment.** On recruitment the staff member would be granted a Probationary Appointment. (A specimen contract based on the United Nations letter of Appointment is appended. (Annexe II)). The period would normally be two years; in exceptional circumstances it may be reduced, or extended for not more than one additional year. At the end of the probationary period the holder of a Probationary Appointment would be granted a Permanent Appointment, or be separated from the Service.

2. **Permanent Appointment.** Permanent Appointment would be given to holders of Probationary Appointments who have fully demonstrated their suitability as international civil servants and have shown that they meet the high standards of efficiency, competence and integrity established in the Charter.

3. **Periodical Review.** Permanent Appointments would be subject to review at the end of the first five years.
4. **Termination.** Under Regulation 9.1(a) a Permanent Appointment may be terminated for the following reasons:

(a) If the necessities of the Service require abolition of the post or reduction of the staff (this appears to include the case of the winding up of the Secretariat, but if there is any doubt on this point, this might be spelled out in the Letter of Appointment);

(b) If the services of the individual concerned prove unsatisfactory;

(c) If he is, for reasons of health, incapacitated for further service;

(d) Further cause of termination is as indicated in the last paragraph of Regulation 9.1 (a) and relates to the standards of integrity and coming to light of facts anterior to the appointment of the staff member, etc.

In cases of abolition of posts and reduction of staff, certain provisions are contained in Rule 109.1 (c)(i) to give some preference to the selection of staff members to be retained on the staff; the staff members with Permanent Appointments have preference as compared with the fixed-term or indefinite appointments.

5. **Administrative and financial differences between Permanent and Temporary Indefinite Appointments.**

(a) Notice to be given in the case of separation:

- Temporary Indefinite Appointment - 30 days
- Permanent Appointment - 3 months

(b) **Termination indemnities.** In the case of Permanent Appointments termination indemnities are slightly higher than in the case of Temporary Indefinite Appointments. As a rule, the holder of a Permanent Appointment is entitled to one more month of base salary than the holder of a Temporary Indefinite Appointment, with a maximum of nine months (instead of eight months).

(c) **Repatriation grant.** No change.

(d) **Within-grade salary increment.** No change in substance.
(e) **Home leave.** No change in substance.

(f) **Refund of travel expenses for dependents upon appointment.**

Permanent Appointments: upon Probationary Appointment  
Temporary Indefinite Appointment: after one year of service.

(g) **Removal costs.**

Permanent Appointment: upon Probationary Appointment (in accordance with U.N. practice).  
Temporary Indefinite Appointment: after two years of service.

The change from Temporary Indefinite Appointments into Permanent Appointments would not involve any substantial financial implications for the CONTRACTING PARTIES, with the exception of the termination indemnities after the end of the probationary period. In the case of travel expenses and removal costs the changes would have the effect of advancing the date on which these payments would become due, but unless the Probationary Appointment is not confirmed, the total expenditure would not be increased.
LETTER OF APPOINTMENT

You are hereby offered a PERMANENT APPOINTMENT in the Secretariat of the ICITO, in accordance with the terms and conditions specified below and subject to the provisions of the Staff Regulations and Staff Rules, together with such amendments as may from time to time be made to such Staff Regulations and such Staff Rules. This appointment is offered on the basis, inter alia, of your certification of the accuracy of the information provided by you on the personal history form. A copy of the Staff Regulations and Staff Rules is transmitted herewith.

1. Initial Assignment.

Title:
Category: Level:
Department: Bureau:
Division: Section:
Official Duty Station:
Probationary Period:
Assessable Salary: $__________, rising, subject to satisfactory service, to $__________, in accordance with the attached schedule of increments.

Approximate Net Salary (for Pension Fund purposes): $__________

Effective Date of Appointment:

2. Allowances

The salary shown above does not include any allowances to which you may be entitled.
3. **Tenure of Appointment**

A permanent appointment may be terminated by the Executive Secretary in accordance with the relevant provisions of the Staff Regulations and Staff Rules. The Executive Secretary will give 30 days written notice if a permanent appointment is to be terminated before the successful completion of the probationary period; thereafter he will give three months written notice.

Should your appointment be terminated, the Executive Secretary will pay such indemnity as may be provided for under the Staff Regulations and the Staff Rules. There is no entitlement to either a period of notice or an indemnity payment in the event of summary dismissal for serious misconduct.

4. **Information Note**

Your particular attention is drawn to the Staff Rules relating to the Staff Assessment Plan and to the Regulations and Rules relating to the United Nations Joint Staff Pension Fund.

5. **Special Conditions**

---

<table>
<thead>
<tr>
<th>Date</th>
<th>Executive Secretary</th>
</tr>
</thead>
</table>

To: The Executive Secretary, ICITO.

I hereby accept the appointment described in this letter, subject to the conditions therein specified and to those laid down in the Staff Regulations and the Staff Rules. I have been made acquainted with these Regulations and Rules, a copy of which has been transmitted to me with this letter of appointment.

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff Member</th>
</tr>
</thead>
</table>
LETTER OF APPOINTMENT

To: ____________________________

You are hereby offered a PROBATIONARY APPOINTMENT in the Secretariat of the ICITO, in accordance with the terms and conditions specified below as amended by or as otherwise provided in the relevant Staff Regulations and Staff Rules, together with such amendments as may from time to time be made to such Staff Regulations and such Staff Rules. This appointment is offered on the basis, inter alia, of your certification of the accuracy of the information provided by you on the personal history form. The Probationary Appointment is governed by the Staff Regulations and Staff Rules applicable to temporary appointments which are not for a fixed term. A copy of the Staff Regulations and Staff Rules is transmitted herewith.

1. Initial Assignment

Title :

Category : Level :

Department : Bureau :

Division : Section :

Official Duty Station :

Assessable Salary ____________, rising, subject to satisfactory service to ____________, in accordance with the attached schedule of increments.

Approximate Net Salary (for Pension Fund Purposes) : ____________

Effective Date of Appointment :

2. Allowances

The Salary shown above does not include any allowances to which you may be entitled.
3. **Period of Probation**

   The period of probationary service under the Probationary Appointment is normally two years. In exceptional circumstances it may be reduced, or extended for not more than one additional year.

4. **Tenure of Appointment**

   At the end of the probationary service you will either be granted a Permanent Appointment or your present appointment will be terminated.

   A Probationary Appointment has no specific expiration date but may be terminated by the Executive Secretary on 30 days' notice in writing, in accordance with the relevant provisions of the Staff Regulations and Staff Rules.

   Should the appointment be thus terminated, the Executive Secretary will pay such indemnity as may be provided for under the Staff Regulations and the Staff Rules. There is no entitlement to either notice period or indemnity payment in the event of summary dismissal for serious misconduct.

5. **Information Note**

   Your particular attention is drawn to the Staff Rules relating to the Staff Assessment Plan and to the Regulations and Rules relating to the United Nations Joint Staff Pension Fund.

6. **Special Conditions**

---

**To: The Executive Secretary, JCITO.**

I hereby accept the appointment described in this letter, subject to the conditions therein specified and to those laid down in the Staff Regulations and the Staff Rules. I have been made acquainted with these Regulations and Rules, a copy of which has been transmitted to me with this letter of appointment.

---

Date ___________________________  
Staff Member