

Conditions of Service for Refugee UN Volunteer assignments



**UN
VOLUNTEERS**

ABBREVIATIONS

APDMC	UNV Advisory Panel on Disciplinary Matters and Claims
COS	Conditions of Service (for Refugee UN Volunteers)
CTO	Compensatory Time Off
DSA	Daily Subsistence Allowance
FCC	Final Clearance Checklist
SDGs	Sustainable Development Goals
OIOS	Office of Internal Oversight Services
OLA	UN Office of Legal Affairs
PFU	Primary Family Unit
RSA	Resettlement Allowance
SIG	Settling-in-grant
SRSG	Special Representative of the Secretary-General
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
UNJMS	United Nations Joint Medical Service
UNSMS	United Nations Security Management System
UNV	United Nations Volunteers programme
VLA	Volunteer Living Allowance

► The accepted terminology is *Refugee UN Volunteer*. This should not be abbreviated.

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I. FOREWORD

The world is witnessing an unprecedented level of human migrations that has led to a displacement of many people to seek shelter and refuge in a country other than the one in which they were born. Often due to the ravages of war, famine, state sanctioned violence, political instability, and the deleterious effects of climate change there are roughly 65 million forcibly displaced persons in the world today, including over 21 million refugees, 3 million asylum seekers and over 40 million internally displaced persons.

To realize a sustainable and equitable future for refugees that is grounded in the international refugee protection regime and in recognition of the advantages of shared and inclusive voluntary action and expressions of volunteerism in refugee-hosting areas from which all can benefit, in line with the 2030 Agenda for Sustainable Development and the Global Compact on Refugees all of society must be involved in addressing the political, economic, social, developmental, humanitarian and human rights ramifications that large refugee populations present. Volunteerism is increasingly recognized as a legitimate and inclusive pathway to address emerging challenges, through proactively engaging people of all ages, genders and backgrounds in shaping their own lives. Volunteer opportunities that specifically cater to vulnerable refugee populations who due to their precarious status are often shut out from participation in the labor market should be created as an avenue to equip them economically and as legitimate and capable actors in the development agenda of the host nation.

A stand-alone refugee UN Volunteer modality that is accurately tailored to the specific legal, socio-economic, and cultural context of refugee populations would act as a powerful tool to promote volunteerism within target communities as well as to support the integration of refugee in their host communities to develop key skills such as leadership, peer-to-peer non-formal education, community advocacy, and youth empowerment. In this regard, volunteering amongst refugees will help them gain a strong sense of civic engagement to bring about positive transformation in their host communities.

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II. INTRODUCTION

A. Scope and purpose

The purpose of this document is to establish the basic terms and conditions of service as a Refugee UN Volunteer, as well as the rights, duties and obligations of the United Nations Volunteers (UNV) programme and Refugee UN Volunteers. The provisions of these Conditions of Service apply only to individuals recruited as Refugee UN Volunteers, as distinct from national UN Volunteers and other volunteer modalities administered by UNV.

B. Eligibility criteria for Refugee UN Volunteer

1. *Nationality and residency status*

- a. Refugee UN Volunteers must be one of the following:
 - i. resident in the Programme Country or territory with the status of refugee or similar protective status; or
 - ii. resident in the Programme Country or territory with the status of being stateless.
- b. UNV recognizes only one nationality for a volunteer assignment in a country or territory, which is determined at the time of Commencement of Service for the first UN Volunteer assignment. In cases of multiple nationalities, UNV reserves the right to determine the nationality of the individual based on the nationality with which in the opinion of UNV Headquarters the individual is most closely associated. In cases of statelessness that status will be recognized. If the individual has previously served the UN as a staff member, UNV will recognize only the nationality under which he or she was registered under the staff assignment, unless a material change in the nationality circumstances has occurred.

2. *Age limits*

- a. Refugee UN Volunteers have to be at least 22 years of age.
- b. Well-qualified and suitable older candidates can serve as Refugee UN Volunteers up to an age covered by the life insurance carrier.

3. *Maximum periods for Refugee UN Volunteers*

A person may serve for a maximum of 4 years of Refugee UN Volunteer assignments.

C. Privileges and Immunities

Under the United Nations General Assembly mandate, UNV is administratively part of UNDP. Therefore, UNV programme assistance is covered under the UNDP Standard Basic Assistance Agreement (SBAA) with host governments. In accordance with the prevailing UNDP SBAA with the host governments, Refugee UN Volunteers serving under the protections afforded by the UNDP SBAA are accorded privileges and immunities similar to those enjoyed by UN Officials under the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, including exemption from taxation on emoluments provided by the United Nations. These protections are extended as required for the independent exercise of the UN Volunteer's functions during their deployment, including time spent on travel to and from their place of deployment. UN Volunteers serving in UN Missions are covered under Status of Mission Agreements (SOMAs) and State of Forces Agreements (SOFAs). Finally, depending on the agencies to which they are assigned, Refugee UN Volunteers may be covered by the arrangements agreed between these agencies and the governments concerned.

Privileges and immunities are granted to UN personnel in the interests of the United Nations and not for the personal benefit of the individuals themselves.

The Secretary-General of the United Nations shall, in consultation with the authorized official of the Host Agency, determine whether the Refugee UN Volunteer is subject to legal process in respect of words spoken or written or of acts performed by him/her in his/her official capacity and shall assert or waive his/her privileges and immunities, as the case may be.

III. UNV CODE OF CONDUCT

The UNV Code of Conduct applies to all persons who serve as Refugee UN Volunteers, whose status is a UN Volunteer. It is applicable to every person who decides to dedicate part of her or his life to work within the United Nations system under UN Volunteer conditions.

- I. UN Volunteers must ensure that they undertake their duties in the interest of the United Nations. They must uphold and promote the highest standards of ethical and professional conduct as well as values inherent in volunteerism, such as commitment, engagement and solidarity.
- II. In accordance with the ideals of volunteer service, UN Volunteers must be guided by the motivation to devote their knowledge and abilities without regard to financial benefit. They must ensure that their conduct is consistent with and reflects the values enshrined in the Charter of the United Nations: integrity, which embraces all aspects of behavior including such qualities as honesty, truthfulness, impartiality and incorruptibility, respect for human rights, social justice, human dignity, and respect for equal rights of men and women.
- III. UN Volunteers must show respect for all persons equally without distinction whatsoever of race, gender, religion, color, national or ethnic origin, language, sexual orientation, age, socio-economic status, political conviction, or any other distinguishing feature. In the spirit of respect for all persons, UN Volunteers must not engage in any form of harassment,

as described in appendix IX. Any form of sexual exploitation and abuse as described in appendix VIII which is strictly prohibited. Detailed information on the subject is provided in appendix VIII “Standards of conduct concerning the prohibition of sexual exploitation and abuse” and appendix IX and is considered as part of the present UNV Code of Conduct.

IV. UN Volunteers must report any breach of the United Nations’ Rules and Regulations, including the UNV Code of Conduct, to the officials whose responsibility is to take appropriate action. In particular, Refugee UN Volunteers must report any form of discrimination, retaliation or harassment, including sexual or gender harassment, and any form of sexual exploitation and abuse. They are obliged to cooperate with any duly authorized audits and investigations

V. 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, in particular, any public statement, which may adversely reflect on their status as a UN Volunteer.

VI. UN Volunteers must respect local laws. UN Volunteers must honor their private legal obligations. Functional privileges and immunities of the United Nations provide no excuse for Refugee UN Volunteers to fail to comply with local laws and their private legal obligations.

VII. During their assignment, UN Volunteers must neither seek nor accept instructions from any government or from any other authority external to the UN system, including representatives of cooperating organizations, except in the course of receiving work-related instructions in the context of an assignment.

VIII. UN Volunteers’ activities outside the formal work setting must not represent a conflict of interest with their normal functions and responsibilities, nor detract in any way from their formal work assignments, be contrary to the purposes or principles of the UN or a violation of law. The appropriateness of the outside activity will be determined by the UNDP Resident Representatives and/or Special Representatives of the Secretary-General.

IX. UN Volunteers are not authorized to accept or undertake paid work or engage in business activities during their assignments, nor may they accept non-remunerative functions such as holding office or serving as a member in governmental and non-governmental bodies in the country of assignment.

X. UN Volunteers are not authorized to speak or write publicly on behalf of the UN unless specifically authorized to do so. UN Volunteers must not engage in any activity that is detrimental to the United Nations or UNV. In this respect, UN Volunteers must 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.

XI. Unless authorized by UNV or the Host Agency, Refugee UN Volunteers shall 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 they knew or had reason to know has not been made public. These obligations do not end upon separation from the UN Volunteer assignment.

In addition to the UNV Code of Conduct, Refugee UN Volunteers are required to abide by any applicable Host Agency specific regulations, policies or administrative issuances governing the conduct of personnel.

IV. GENERAL PROVISIONS

A. Definitions

1. Refugee UN Volunteers

A Refugee UN Volunteer is a person recruited under the Refugee UN Volunteer Conditions of Service, including any amendments that may result in the revision from time to time, and by the terms of the Contract issued in each case.

As determined by the Host Agency, a Refugee UN Volunteer is normally engaged for functions requiring the specific expertise and skills of the Refugee.

2. Administering Office

The Administering Office will either be the UNV Headquarters, United Nations Development Programme (UNDP) Country Office, UNV Regional Office, or UNV Field Unit located either in the UNDP Country Office, UN Peace Operations or other UN Mission. The administering office administers and manages the entitlements, the general terms of a Refugee UN Volunteer assignment, monitors the assignment, is a focal point for Refugee UN Volunteers for issues to be taken up with UNV Headquarters, and often provides the initial briefing.

3. Host Agency

The Host Agency is a UN organization or entity that requested the service of the Refugee UN Volunteer. The Refugee UN Volunteer is assigned to activities supported by the Host Agency during the Refugee UN Volunteer assignment.

4. UNDP Resident Representative

The Resident Representative is the accredited senior UNDP official in the programme country. The UNDP Resident Representative represents UNV at the Country Office level.

5. UNDP Country Office

The UNDP Country Office is the UNDP representation in a given country. UNDP's and, in most cases, UNV's activities are coordinated from the UNDP Country Office.

6. UNV Field Unit

The UNV Field Unit is tasked to manage a variety of in-country functions on behalf of UNV including UN Volunteer assignments.

7. Description of Assignment

The Description of Assignment outlines the tasks of the Refugee UN Volunteer in the Refugee UN Volunteer assignment, the duty station and Host Agency for which the Refugee UN Volunteer has been mobilized. It becomes part of the Refugee UN Volunteer contract.

8. Programme Country

The Programme Country is the country which benefits from the UN activities, in which the Refugee UN Volunteer takes part.

9. Duty station

The duty station is the location where, according to the Description of Assignment, the Refugee UN Volunteer will carry out his or her volunteer service. It refers to the country, or locality within commuting distance notwithstanding national boundaries, where the UN Volunteer is officially assigned.

10. Place of recruitment

The place of recruitment is a place designated in the Refugee UN Volunteer Contract in which the Refugee UN Volunteer indicated to be holding his or her residence at the time of being selected as a Refugee UN Volunteer.

11. Refugee UN Volunteer assignment

A Refugee UN Volunteer assignment is the period of service during which a Refugee UN Volunteer performs tasks outlined in a Description of Assignment for one Host Agency.

12. UNV Headquarters

UNV Headquarters is the central administration of UNV, located in Bonn, Germany.

B. Work Management

1. For their day-to-day work, Refugee UN Volunteers are managed and supervised by the Host Agency. Refugee UN Volunteers are subject to the regulations of the Host Agency for working hours, working days, overtime working hours, other working conditions, and observance of public holidays.
2. If a UN Volunteer is obliged to work regularly beyond the official working hours, she/he may be granted compensatory time off (CTO) equal to the number of extra hours worked in accordance with the local practice of the host agency. However, no payment in lieu of CTO can be made. The purpose of CTO is to allow adequate rest to UN Volunteers.
3. If a Refugee UN Volunteer is temporarily assigned by the Host Agency to work on official travel status in another project or duty station, such absence from the regular duty station or project must first be agreed with UNV Headquarters and may not exceed three months, unless the UNV Headquarters agrees with further extensions.

C. Proprietary Rights

All rights, including title, copyright and patent rights, in any work performed by a Refugee UN Volunteer as part of his or her official duties shall be vested in the United Nations.

V. APPOINTMENT AS A REFUGEE UN VOLUNTEER

A. Selection

After an applicant is notified of having been selected for a Refugee UN Volunteer assignment, he or she will be considered a selected volunteer candidate. The candidate will not become a Refugee UN Volunteer until successful completion of the appointment process as outlined in this chapter.

B. Refugee UN Volunteer Contract

1. Once the selected volunteer candidate has indicated acceptance of the assignment, he or she will be sent the Refugee UN Volunteer Contract (hereinafter the "Contract").
2. The Contract will contain standard text (see Appendix I) and the dates and entitlements for the respective Refugee UN Volunteer assignment. It will be sent with the following attachments:
 - The Description of Assignment for the respective Refugee UN Volunteer assignment;
 - A copy of the Refugee UN Volunteer Conditions of Service;
 - In addition the selected volunteer candidate will be sent the following forms:
 - The UNV Designation, Change or Revocation of Beneficiary form (Appendix VI);
 - UNV ID card application form (Appendix IV);
 - Certificate of Good Health form (Appendix XI).
3. The selected volunteer candidate is required to duly complete and sign all annexed forms as requested, date and sign the Contract and return all documents to the administering office within seven days of receipt.
4. By signing the Contract the selected volunteer candidate confirms to have read, understood and accepted the terms of the Refugee UN Volunteer assignment as outlined in the Contract and all annexes thereto including the Refugee UN Volunteer Conditions of Service.
5. After the Contract has been signed for UNV by the UNV Executive Coordinator, or on

his or her behalf, the selected volunteer candidate will be sent a copy.

6. The Contract is strictly limited to the dates of the UNV 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 staff appointment.
7. The selected volunteer candidate must submit the Certificate of Good Health, duly signed and completed by a qualified medical physician, stating that the selected volunteer candidate is medically and physically fit to take up the assignment and perform the required functions. The Certificate of Good Health must not be older than three months at the time of submission. Depending on the specific requirements of the Refugee UN Volunteer assignment, the selected volunteer candidate may be required by UNV to undergo a full entry medical examination prior to taking up the assignment in addition to submitting a Certificate of Good Health. The purpose of this examination is to assess the medical and physical fitness of the selected volunteer candidate to take up the assignment and perform the required functions. The costs for obtaining the Certificate of Good Health or undergoing a full medical examination will be reimbursed to the selected volunteer candidate by UNV up to an applicable maximum amount. Reimbursement will only be made upon submission of all supporting documents such as invoices.
8. The Contract will not enter into force before the Refugee UN Volunteer assignment is fully cleared and the selected volunteer candidate has signed and submitted the UN Pledge of Commitment, and has submitted the Certificate of Good Health stating that he/she is physically fit to take up the Refugee UN Volunteer assignment and perform the required functions. Depending on the particular circumstances of the assignment, the contract will also not enter into force unless applicable government clearances, such as moving permissions or visa and entry requirements have been met. Applicable security clearance requirements, full medical clearance, or any other clearances and conditions may also be required.
9. Changes to the Contract terms such as change of the duty station or changes to the Description of Assignment can only be made when UNV, the Refugee UN Volunteer, and, where applicable, the Host Agency agree – except where permitted under the terms of this document.

C. Commencement of Service

1. The selected volunteer candidate will be considered a Refugee UN Volunteer as of the Commencement of Service date.
2. The Commencement of Service date will be set in the Contract. In case the place of recruitment and the duty station have been determined to be within commuting distance according to Section VI.C.1.b, the Commencement of Service date will be the day the selected volunteer candidate has to report for service at the duty station. In case the place of recruitment and the duty station have been determined not to be within

commuting distance according to Section VI.C.1.b, the Commencement of Service date is the date on which the selected volunteer candidate starts his or her travel to the duty station. In the latter case the Contract will also contain a date on which the selected volunteer candidate is required to arrive at the duty station and report for service.

D. UN Volunteer ID-card

1. Purpose

The UNV ID-card is an official document and is intended to help secure the courtesies and facilities normally offered by the national authorities to UN personnel. It is not intended to replace or substitute the official national identification or travel documents. The card will be issued to the Refugee UN Volunteer after completion of the appointment process for the duration of the Contract.

2. Loss or theft

In case of loss or theft of the UN Volunteer ID card the Refugee UN Volunteer has to report the loss or theft and the circumstances and details thereof to the administering office without undue delay.

3. Return

The Refugee UN Volunteer has to return the UNV ID card to the administering office immediately on separation from contract or completion of assignment.

VI. ALLOWANCES

A. Purpose and Character of Refugee UN Volunteer Allowances

The purpose of the allowances for Refugee UN Volunteers is to enable Refugee UN Volunteers to sustain a modest and secure standard of living at the duty station. The allowances are in no way to be understood as a compensation, reward or salary in exchange for the volunteer service

1. Types of Allowances

The Refugee UN Volunteer receives a set amount that is a contribution towards all expenses incurred before the Commencement of Service date. This is a one-time payment made only to the Refugee UN Volunteer to assist with pre-assignment expenses, including but not limited to all costs related to obtaining and delivering necessary paperwork and photos as requested by the Administering Office, entry medical examination, any required vaccination(s), purchase first-aid and relevant prophylactic health items.

2. Settling-in, Moving and Travel Entitlements

a. Eligibility Settling-in-Grant (SIG)

If the place of recruitment and the duty station are not within commuting distance as defined in Section VI.C.1.b below, Refugee UN Volunteers are entitled to receive a settling-in-grant (hereinafter the "SIG"), and relocation grant to assist with the costs of moving personal effects to and from the duty station and reimbursement of travel costs.

The administering office will determine whether or not the duty station is within commuting distance of the place of recruitment. In doing so it will consider the distance between the duty station and the place of recruitment, the means of public transport available and the common commuting circumstances in the duty station. In the absence of a locally defined area recognized by the United Nations system as to the contours of the commutable area the standard to be invoked by the administering office is reasonableness and generally accepted notions of the metropolitan area.

The Refugee UN Volunteers will only be entitled to SIG, travel reimbursement and towards moving costs if the designated travel and moving was indeed undertaken.

b. Settling-in-Grant (SIG)

Eligible Refugee UN Volunteers, who have an assignment of 12 months or more, will be paid a one-time Settling-in-Grant (SIG) equivalent to a full month Volunteer Living Allowance at the rate applicable to the respective duty station. The SIG will be paid once the Refugee UN Volunteers has reported for service at the duty station and has in fact moved to the duty station. Only one SIG will be paid per assignment.

For Contracts of less than 12 months, the SIG will be pro-rated according to the calendar days of the Contract duration. Where an assignment is extended beyond the initial Contract duration of less than 12 months, the Refugee UN Volunteers will be entitled to additional SIG payment reflecting the difference between the SIG payment for the initial Contract and

the full SIG entitlement for the extended contract duration, subject to a maximum SIG of one month VLA.

In case, the Refugee UN Volunteers does not serve the full period for which SIG was paid, he or she must refund the prorated portion of SIG for the Contract period which was not served if the Contract was shortened for any of the following reasons:

- Summary dismissal;
- Early separation as a result of a disciplinary procedure;
- Resignation;
- Abandonment of post;
- Termination for facts anterior; and
- Special leave (see VII.D).

c. Moving costs¹

Eligible Refugee UN Volunteers are entitled to reimbursement of the costs incurred for moving personal effects from the place of recruitment to the duty station.

The entitlement for reimbursement of the respective moving costs for moving to the duty station will expire if the move has not been completed within 90 calendar days after Commencement of Service.

The Refugee UN Volunteers has to request reimbursement of moving costs from the administering office. Reimbursement of moving costs will only be made if the Refugee UN Volunteers submits supporting documentation that verify that costs were incurred, such as invoices. Reimbursement of moving costs will only be made after the Refugee UN Volunteers has reported for service.

d. Travel costs

Eligible Refugee UN Volunteers are entitled to reimbursement of travel costs for the travel from the place of recruitment to the duty station to take up the assignment. The entitlement only covers in-country travel by the most direct and economic mode of transport which can be regarded as an average means of safe travel in the country of assignment. For travel to the duty station the Refugee UN Volunteers will only be entitled to reimbursement of travel costs if the administering office has authorized the means and dates of travel, the travel has been completed and the Refugee UN Volunteers has reported for service at the duty station.

¹ Return moving costs will be covered in Section VI.G below.

The administering office will consult with the Refugee UN Volunteers on the travel route and determine a start and end date of travel, which has to be as close as possible to the day the Refugee UN Volunteers has to report to the duty station.

The Refugee UN Volunteers has to submit a request for reimbursement of travel costs to the administering office along with appropriate documentation, such as invoices or tickets. No reimbursement will be made until such request and documentation have been received by the administering office.

e. Limits

Reimbursement for travel and moving costs from the place of recruitment to the duty station will be limited to a maximum amount, which will be indicated to the Refugee UN Volunteers by UNV in the Contract.

3. Volunteer Living Allowance (VLA)

a. Entitlement and purpose

1. UN Volunteers are not paid any salary for their services instead they are provided with a monthly Volunteer Living Allowance (hereinafter the "VLA"). All Refugee UN Volunteers are entitled to payment of a monthly amount of money, called the Volunteer Living Allowance, which will vary depending on the amount needed to sustain a modest comfortable living situation as determined by UNV Headquarters.
2. The purpose of the VLA is to cover the basic living costs of the Refugee UN Volunteer, and her or his family, where applicable, in the country of assignment, thus allowing her or him to sustain a basic but adequate, and safe lifestyle. The VLA is not a salary and is not meant as compensation or reward for the volunteer service.
3. No VLA will be paid in lieu of overtime working hours.
4. The applicable VLA rate is the same for Refugee UN Volunteers with and without family or dependants.
5. There is no entitlement to payment of VLA during periods of unauthorized absence from service and Special Leave. UNV may decide not to grant the VLA during periods of Sick Leave spent away from the duty station, during absence from service due to illness or injury which is not covered by a balance of Sick Leave days, or during unauthorized absence from service.

b. VLA rate and adjustments

The VLA rate is based on a fixed rate in a particular duty station and is established by UNV Headquarters according to set calculation procedures, among others taking into account

the local living costs. An underlying concept of the VLA is that UN Volunteers should be compensated in accordance with the prevailing economic conditions, costs of living of an array of goods and services including transportation expenses and taking into consideration rates of inflation in the locality; consequently, the VLA for Refugee UN Volunteers is aligned to local conditions established on the basis of surveys conducted by the International Civil Service Commission, which has developed a methodology for conducting surveys that encompasses a wide range of economic conditions that form the reference point for the VLA, as well as a guiding indicator for periodic adjustments.

It is subject to regular review by UNV Headquarters and may change during the Contract period (upwards and/or downwards). In such cases, UNV Headquarters issues revised VLA rates for duty stations, which will apply to the Refugee UN Volunteer as of the date indicated by UNV Headquarters. The methodology of setting up the VLA base rates as well as the mechanism of further adjustments of VLA is per applicable UNV rules.

c. Humanitarian Assistance Deductions

For the period of engagement of an individual as Refugee UN Volunteer, during which VLA is payable, any cashed-based humanitarian assistance provided to the individual at the time of the recruitment shall need to be re-assessed, and adjustments to be made as necessary.²

Furthermore, upon completion of the Refugee UN Volunteer assignment, the eligibility to determine the individual's level of inclusion into the humanitarian assistance would be reassessed by the Host Agency.

d. Payment of the VLA

The VLA will be paid in the local currency of the country of assignment, unless UNV determines another currency should be applied in accordance with the common practices of the UN Country Team. The VLA will be paid by the end of each month, pro-rated on the basis of calendar days if paid for less than a full month. The first VLA will be paid for the month of the Commencement of Service.

e. VLA advance payments

Refugee UN Volunteers are not entitled to advances against the allowances they receive from UNV.

f. Maximum deductions

Any deductions from the full applicable VLA rate, for the purpose of recovering indebtedness either to UNV or other UN entities, or for private legal obligations recognized by a competent

² Host Agency's Cash Based Intervention (CBI) focal point in the operation or in the country at inter-agency level.

judicial body, may never cumulatively exceed 20% of the full applicable VLA rate, unless the deductions are made from the final month's VLA, in which case 100% may be deducted.

Existing obligations which have led to deductions from VLA payments will be taken into account when discussing the reimbursement plan with the concerned volunteer.

4. Well-Being Differential

UNV recognizes that UN Volunteers serving in hardship duty stations face added health, security, climate, and psychological burdens. UN Volunteers serving in locations where living conditions are substantially below a threshold as established by UNV Headquarters are provided a Well-Being Differential to offset the diminished standard of living of UN Volunteers serving in UNV determined hardship duty stations.

Well-Being Differential in no way represents the value of the life of the UN Volunteer, which remains inviolable nor should it be viewed as a form of compensation for serving in a hardship location, its intent is derived solely under the notion of equity between duty stations. As far as security measures are concerned, UN Volunteers are fully integrated into the UN security system.

1. Amount of Well-Being Differential and method of payment

UNV will set an amount for Well-Being Differential determined by a number of factors including but not limited to extraordinarily difficult living conditions, excessive physical hardship, or notably unhealthy conditions pervasive in the duty station following guidance from the International Civil Service Commission (ICSC) and the UN Department of Safety and Security (DSS).

The list of duty stations designated as being eligible for both levels of Well-Being Differential is updated regularly. Well-Being Differential will be offered to UN Volunteers serving on both short-term and long-term assignments as well as to all contractual classifications (i.e. Specialist, Youth, and University).

UN Volunteers serving in duty stations designated as being eligible for Well-Being Differential are paid on the basis of full calendar months, as from the date of assuming duties to the date of departure, including:

- a. absences on Annual Leave of less than one month;
- b. during absences on maternity or Sick Leave of less than one month outside of the duty station;
- c. during travel on official business of less than one month occurring during the period of assignment to the hardship duty station.

Should the UN Volunteer's Contract begin or end in the assigned duty station not coincide with the first or last day of the month, respectively, Well-Being Differential will be pro-rated. Well-Being Differential is calculated based on the **permanent** duty station listed in the

Description of Assignment. While on official mission to other locations designated as Well-Being Differential eligible duty stations, Well-Being Differential is **not** pro-rated.

5. Entitlements relating to Official Travel

Refugee UN Volunteers are entitled to receive the same travel benefits as applicable to locally recruited staff members of the Host Agency for official travel.

Mission from the regular duty station or project beyond three months requires a reassignment and official change of duty station or mission area, and financial provisions will be made available by the Host Agency for the UN Volunteer to settle in the new duty station.

6. Training and Learning

a. Access to Learning

UNV is committed to promoting competent development and learning for UN Volunteers as a critical element of its organisational strategy. UN Volunteers will be supported in their learning throughout their volunteer journey.

The Host Agency is primarily responsible for ensuring UN Volunteers are given the relevant training to perform their duties, including access to online learning platforms, where applicable. In addition to UNV organised orientation, Host Agencies are expected to include UN Volunteers in their induction programmes in the duty station, and enable UN Volunteers to participate in learning opportunities where relevant to their assignments. In addition, Host Agencies are expected to include UN Volunteers in the Host Agency's learning plans, where applicable.

b. Training allowance

UN Volunteers are entitled to receive an individual Learning and Training Allowance in line with the UN Volunteer Learning Policy. This is intended to address individual learning needs relevant to both professional and personal development of the Refugee UN Volunteers.

The Refugee UN Volunteers will be informed of the applicable amount of training allowance for those who have completed a minimum of 12 months of service:

1) Eligible Learning Activities

The following types of learning activities are eligible for Learning and Training Allowance:

- Online courses related to professional and individual development and/or the assignment;
- Workshops, seminars, conferences or events related to professional and individual development and/or the assignment;
- Courses provided by training or educational institutions related to professional and individual development and/or the assignment;

- Experiential learning: job-shadowing, study visit to gain exposure to field activities within the country of assignment or on an exceptional basis as approved by UNV HQ for learning in neighbouring countries.

Learning and Training Allowance is not meant to finance the UN Volunteers' long-term educational objectives. Therefore, university degrees, exams and certifications of skill level or long-term study programmes are not eligible. This includes the UN Language Proficiency Exam (LPE).

The Learning and Training Allowance may not be used to purchase training material or equipment necessary to take part in training or learning activities.

The Learning and Training Allowance may not be pooled to pay for group learning activities or events.

2) Eligibility Rules

Before accessing the Learning and Training Allowance, the UN Volunteer must meet the following requirements:

- Have completed all mandatory pre-assignment and induction courses.
- Have already completed 12 months of service, with an exception for UN Youth Volunteers who may avail themselves within their initial contract period.
- Have developed a learning plan which shall include learning activities for professional and individual development.
- Have received the approval of the UN Volunteers' immediate supervisor in consultation with the UNV Field Unit, which will verify if the learning activity is in line with the UNV Learning Policy.
- All learning and training activities funded with the Learning and Training Allowance must take place and be completed during the contractual period of the assignment.
- Costs which may be covered are: enrolment, registration or tuition fees for single courses from both academic and non-academic institutions, registration fees for seminars and/or conferences, and costs for experiential learning; i.e. job-shadowing, and study-visits. Related travel and subsistence costs are also eligible.
- All supporting documentation as required by the relevant UN procurement or reimbursement section, depending on how the learning activity will be paid, is to be provided.

It is not recommended that the UN Volunteer commits to training, by advance payment, without prior written authorization of the supervisor and clearance from the Field Unit. Unauthorized advance payment may result in the UN Volunteer having to bear all the costs in relation to the learning event.

c. Mandated Learning Time

UN Volunteers are expected to attend events, workshops, and training and learning activities organised by UNV and/or the Host Agency, regardless of their length in service, especially

if they are relevant to their assignment. Learning and Training Leave shall not be used for these occasions; time dedicated to these training and learning activities shall be considered as part of normal working hours. Learning and Training Leave will be provided as a separate entitlement (see below) to access learning for professional and personal development.

d. Learning and Training Leave

1) Eligibility for Learning and Training Leave

UN Volunteers are entitled to up to 10 working days of Learning and Training Leave per consecutive 12 months of the UN Volunteer assignment, starting with the Commencement of Service date when meeting the following criteria:

- Approved training and learning activities per the Refugee UN Volunteer Learning Plan;
- Supervisor has approved the Learning and Training Leave to minimize impact on the work of the team/unit/office and facilitate the learning activities;
- The Learning and Training Leave is used within the contract period.

Learning and Training Leave cannot be organised in conjunction with other field trips, missions or travels of a personal nature such as Annual Leave. Learning and Training Leave cannot be accrued or commuted to cash. Unused Learning and Training Leave cannot be retained for use in a subsequent 12 month cycle. For contract periods less than 12 months, a pro-rated time will be calculated.

Any additional days taken for training over and above the Learning and Training leave entitlement should be taken from the Refugee UN Volunteer's Annual Leave.

e. Procedure

1. The supervisor of the Refugee UN Volunteers at the Host Agency has to approve the request of the Refugee UN Volunteers to use the training allowance for a specific training or learning activity and for taking time off from work. Approval of the supervisor is also required if the training or learning activity does not involve taking time off from work.
2. UNV Headquarters will generally pay the training or learning costs directly to the training provider. UNV Headquarters may refund the Refugee UN Volunteers where the training costs have been paid personally, but a refund will only be authorized where it considers the above mentioned preconditions for using the training allowance have been met (see above Section 2(b)).

7. Resettlement Allowance

a. Entitlement and Purpose

All Refugee UN Volunteers are entitled to receive a Resettlement Allowance. The purpose of the Resettlement Allowance is to assist the Refugee UN Volunteers to reintegrate in society both professionally and personally upon completion of UNV service.

b. Accrual

The entitlement to a Resettlement Allowance accrues at the rate of one month's applicable VLA per 12 month of completed Refugee UN Volunteer assignment and two month's VLA for assignments of 24 months. No Resettlement Allowance entitlement accrues during periods of unauthorized absence and Special Leave (see Section VII.D.4).

For short-term contracts or extensions of contracts of less than 12 months, the resettlement allowance is pro-rated. No Resettlement Allowance entitlement accrues during periods of unauthorized absence and Special Leave (see Section VII.D.4).

c. Payment

The Resettlement Allowance will be paid upon due completion and submission of the Final Clearance Checklist (see Section XII) and the end-of-assignment report.

d. Loss of entitlement

1. A Refugee UN Volunteers will lose the entire entitlement to a Resettlement Allowance in the following cases:

- i. summary dismissal;
- ii. termination for facts anterior;
- iii. resignation within the first/initial Contract period or without having served a minimum of 12 months, whichever is shorter.

2. In the following cases of separation the Refugee UN Volunteers will lose the entitlement to a Resettlement Allowance as far as it accrued during the Contract period in which the event causing the separation occurred:

- i. abandonment of post;
- ii. resignation without observing any or the full notice period.

e. Withholding of Resettlement Allowance

In case a Refugee UN Volunteers is subject to a disciplinary procedure, the payment of the Resettlement Allowance may be withheld by UNV Headquarters pending the resolution of the disciplinary process.

8. Return Moving and Travel Entitlements

a. Eligibility

Refugee UN Volunteers are entitled to reimbursement of return moving and return travel costs if the places of recruitment and the duty station have been determined not to be within commuting distance according to Section VI.C.1.b above.

b. Moving and travel costs

1. Eligible Refugee UN Volunteers are entitled to reimbursement of the costs for moving personal effects and travelling from the duty station to the place of recruitment up to an applicable maximum amount, which will be indicated to the Refugee UN Volunteer by UNV in the Contract. The entitlement to reimbursement of return travel costs only covers in-country travel by the most direct and economic means of transport which can be regarded as an average means of safe travel in the country of assignment.
2. The Refugee UN Volunteers may also move and travel to places other than the place of recruitment. However, in such case the moving and travel costs will be limited to the costs applicable to moving and travelling back to the place of recruitment.
3. The entitlement to reimbursement of return moving and travel costs will expire if the move and travel are not completed within 90 calendar days after the end of the Refugee UN Volunteers assignment.\
4. The Refugee UN Volunteers has to submit a request for reimbursement of travel and moving costs to the administering office along with appropriate documentation, such as invoices or tickets. Reimbursement will not be considered until such request and documentation has have been received by the administering office.

c. Loss of entitlement

The Refugee UN Volunteers will lose the entitlement to reimbursement of return travel and return moving costs in case of abandonment of post or he or she resigns within the first Contract period, unless the Refugee UN Volunteers has served for a minimum of 12 months immediately prior to the resignation. The entitlement to return moving and travel costs will remain if UNV decides that the resignation was prompted by justifiable humanitarian or security

concerns, or if the Contract was terminated for prolonged incapacity because of illness (see paragraph XI.D.1.g).

d. Deductions from Allowances and Payments

UNV Headquarters may make deductions from any allowance or payment due to the Refugee UN Volunteers to cover:

1. indebtedness to UNV or the United Nations;
2. family support arrears if judicially established by a competent court when deduction for this purpose is authorized by the UNV Executive Coordinator in accordance with the process set out in Secretary-General's bulletin ST/SGB/1999/4;
3. Government ordered payments in case potentially applicable privileges and immunities are waived.

Deductions from the VLA may only be made up to 20% monthly, however, up to 100% deduction of the last month's VLA can be made. Deduction of moving cost payments and the Resettlement Allowance may be made up to 100% of the entitlement. Leave Entitlements

9. Annual Leave

a. Accrual

Refugee UN Volunteers accrue an entitlement to Annual Leave at the rate of 2.5 working days per completed month of volunteer assignment. Unused accrued Annual Leave can be carried over in case of a Contract extension within a UNV assignment. However, a Refugee UN Volunteer can at no point in time during the UNV assignment accrue more than 30 days of Annual Leave. Accrued Annual Leave cannot be carried over should the Refugee UN Volunteer change to another UNV assignment or another modality.

b. Prorating

In the first month of an assignment, Annual Leave is credited as follows: Assignment beginning

- | | |
|---------------------------------------|---------------------------|
| on first day of the month | – credit 2.5 working days |
| from the 2nd to the 16th of the month | – credit 2 working days |
| after the 16th of the month | – credit 1 working day. |

- ii. In the last month of an assignment, Annual Leave is credited as follows:
Assignment ending

between the 1st and 16th of the month	– credit 1 working day
between the 17th and next to last day	– credit 2 working days
on last day of the month	– credit 2.5 working days.

c. Procedure for leave requests

i. The Refugee UN Volunteer has to submit a leave request to the Host Agency. Approval of the request is required for the taking of Annual Leave. Advance Annual Leave may only be granted by the Host Agency up to a maximum of 10 working days and cannot exceed the number of days which will accrue during the current contract.

ii. Approval of Annual Leave is generally subject to the exigencies of service. However, Refugee UN Volunteers are required to negotiate with their supervisors at the Host Agency to receive approval for taking Annual Leave during the assignment. Should the Refugee UN Volunteer continuously encounter difficulties in receiving approval for Annual Leave by the Host Agency, he or she is encouraged to bring such circumstances to the attention of the administering office.

d. Unused Annual Leave

Unused Annual Leave days will be forfeited at the end of a Refugee UN Volunteer assignment. There is no commuting of Annual Leave to cash and no Contract extension will be made to cover unused leave.

e. Return from Annual Leave

The Refugee UN Volunteer must report to service on the first working day after Annual Leave. Failure to do so is considered unauthorized absence from service; continued absence may lead to a termination of the Contract.

10. Sick Leave

a. Notification

The Refugee UN Volunteer shall as soon as possible notify the Host Agency and the administering office in case of absence from service due to injury or illness (Sick Leave).

b. Uncertified Sick Leave

1. Uncertified Sick Leave is leave that is not validated by a certificate from a qualified

medical physician. Refugee UN Volunteers may be absent on the basis of uncertified Sick Leave up to a maximum of 7 working days during each consecutive 12 months cycle, starting with the Commencement of Service. For assignment periods which do not amount to a cycle of full 12 months, the applicable balance of uncertified Sick Leave is as follows:

- i. 4 working days for assignment periods of duration up to 6 months;
- ii. 7 working days for assignment periods of duration of 6 months to less than twelve months.

2. Refugee UN Volunteers may be absent from service on the basis of uncertified Sick Leave for a maximum of 3 consecutive working days. In case a volunteer is sick in excess of 3 consecutive working days a qualified medical physician must certify that the UN Volunteer is fit to return to work or is not fit for reasons of health or incapacity.

3. All absences that bring the total of uncertified Sick Leave beyond the above specified limits, and for which the Refugee UN Volunteer has not submitted a medical certificate, will be considered as unauthorized absence from service, and will be charged to Annual Leave or, if no Annual Leave is left, on a pro rata basis to the VLA or the final entitlements.

4. Unused uncertified Sick Leave days cannot be carried over to another assignment.

c. Certified Sick Leave

1. Sick Leave which is certified by a qualified medical physician is charged to the Refugee UN Volunteer's balance of certified Sick Leave days.

2. The maximum balance of certified Sick Leave days for the respective Contract is calculated on the basis of 2.5 working days per month of the Contract duration. The maximum number of certified Sick Leave days based on the current Contract duration can be used at any point during the assignment.

3. Unused certified Sick Leave days can be carried over in case of a Contract extension to the next Contract duration. However, the balance of unused certified Sick Leave days cannot exceed 30 working days at any time. Unused certified Sick Leave days cannot be carried over to another assignment.

d. Presence at the duty station

During uncertified and certified Sick Leave, the Refugee UN Volunteer shall not leave the duty station without a recommendation from a qualified medical physician, unless the uncertified sick leave is used for family or emergency reasons.

The administering office must be informed of the location of the Refugee UN Volunteer on uncertified and certified Sick Leave.

e. *Exceeding Certified Sick Leave*

Certified Sick Leave exceeding the maximum balance for the Contract duration will first be charged to remaining uncertified Sick Leave and then to remaining Annual Leave. Certified Sick Leave exceeding the maximum entitlement, plus remaining uncertified Sick Leave and Annual Leave is considered to be prolonged incapacity to work because of illness and may lead to a termination of the Contract in terms of Section XI.D.1.g.

11. Family Leave

- a. UN Volunteers are permitted to take family leave to attend to urgent and/or unforeseen family matters that require the presence of the UN Volunteer to be away from work. Family matters should be interpreted broadly and include, but are not limited to, matters such as: sickness of a family member, death of a relative or close friend, adoption procedures or activities, school-related obligations and activities of family members, and unavoidable obligations at home. Family leave is chargeable against any unused days of uncertified Sick Leave, within the maximum allowable.
- b. In this case the Refugee UN Volunteer may use all remaining uncertified Sick Leave days for the respective 12 months cycle, without being limited to 3 consecutive working days. If the number of uncertified Sick Leave days has already been exhausted, then the Family leave will be charged to Annual Leave.
- c. The Refugee UN Volunteer shall advise the Host Agency and UNV in advance or as soon as reasonably possible of any prospective absence on the basis of uncertified Sick Leave for family reasons. The Refugee UN Volunteer must obtain the approval of the Host Agency for Sick Leave for family reasons.

12. Maternity Leave

- a. Female Refugee UN Volunteers are entitled to 16 weeks of Maternity Leave per pregnancy during their service as Refugee UN Volunteers. Maternity Leave should normally be taken as early as 6 weeks prior to the calculated date of birth. It must commence no later than 2 weeks prior to the calculated date of birth. If the Refugee UN Volunteer intends to continue to work less than 6 weeks prior to the expected date of birth, she must present a medical certificate to UNV by a qualified medical physician stating that the Refugee UN Volunteer is fit to continue working. If policies or regulations of the Host Agency applicable to their personnel require an earlier departure for Maternity Leave, the regulations of the Host Agency apply.
- b. The Refugee UN Volunteer has to notify the administering office and the Host Agency of the pregnancy as soon as possible and has to submit a medical certificate by a qualified medical physician or midwife to UNV stating the expected date of birth.
- c. It is the responsibility of the Refugee UN Volunteer to ensure medical fitness

to continue working up until the date she chose to go on Maternity Leave. However, UNV or the Host Agency may request the Refugee UN Volunteer to undergo a medical examination (see Section VIII.B) to establish whether she is fit to continue working up to the date chosen for Maternity Leave. Based on the result of the exam, consistent with the Host Agency policy, UNV or the Host Agency may direct the Refugee UN Volunteer to commence Maternity Leave earlier.

- d. The Refugee UN Volunteer may return to service prior to the end of the 16 weeks at her own discretion. It is the responsibility of the Refugee UN Volunteer to ensure that she is medically fit to return to work prior to expiry of the 16 weeks. UNV may request the Refugee UN Volunteer to submit a medical certificate to UNV by a qualified medical physician stating that the Refugee UN Volunteer is fit to return to work.
- e. A Contract will not be extended only to enable the Refugee UN Volunteer to use the full period of Maternity Leave.
- f. During Maternity Leave the Refugee UN Volunteer will continue to receive and accrue all applicable entitlements and allowances.

13. Paternity Leave

- a. A UN Volunteer with a contract of at least 3 months shall receive 10 working days of Paternity Leave for the birth of their recognized newborn child. The duration of Paternity Leave is the same regardless of the number of children born from the same pregnancy.
- b. Use of Paternity Leave must be used in connection with the birth of a child whose birth certificate lists the UN Volunteer as the biological parent.³ This absence should be taken consecutively and within the first three months following the birth, which must also have occurred after the Commencement of Service date.
- c. Other types of leave may be taken in conjunction with Paternity Leave. Family Leave (see Section VII.C above) may be taken to supplement the Paternity Leave chargeable against any unused days of uncertified Sick Leave, within the maximum allowable.

14. Special Leave

- a. At the request of a Refugee UN Volunteer the UNV Headquarters may grant Special Leave in highly exceptional cases of emergency or for humanitarian reasons, for a maximum period of three months.
- b. Special Leave is subject to approval by the Host Agency.
- c. Special Leave can only be authorized if the Refugee UN Volunteer has completed

³ Paternity Leave, although semantically referring to fathers, is not precluded from being extended to females whose legally recognized partners will deliver a newborn child, in which case the biological requirement is waived.

at least 12 months of continuous service and will continue serving for at least three months after returning from Special Leave.

- d. The Refugee UN Volunteer will not receive VLA or other regular allowances, and will not accrue Annual Leave or any other entitlements during Special Leave.
- e. During Special Leave, the Refugee UN Volunteer will not be insured by life insurance, dismemberment or health insurance at the cost of UNV or the Host Agency. The Refugee UN Volunteer may be required by UNV to maintain a health insurance at his or her own cost. He or she may continue subscribing to the insurance usually provided by UNV at his or her own cost.
- f. Special Leave will not be granted to perform governmental service in a political office, in a diplomatic or other representational post, for taking up any kind of employment, or for attending to a business endeavor.
- g. The Refugee UN Volunteer will remain a Refugee UN Volunteer during Special Leave, bound by the Refugee UN Volunteer Conditions of Service and the UNV Code of Conduct.

VII. MEDICAL AND SOCIAL SECURITY

A. Medical Insurance

1. Coverage

- a. Refugee UN Volunteers and the members of the Primary Family Unit (hereinafter *the PFU*) as outlined below in Section VIII.A.2.a. are covered by a medical insurance scheme for the duration of the Refugee UN Volunteer assignment to cover medical treatment costs incurred during the assignment.
- b. The coverage starts with the effective Commencement of Service date and ceases one month after the last day of the Refugee UN Volunteer Contract date.
- c. The medical insurance coverage extends to the person of the Refugee UN Volunteer and the designated members of the Primary Family Unit. It does not cover any extra family members, relatives or other dependants who are not part of the Primary Family Unit. UNV will accept no responsibility to cover medical or health costs incurred for family members, relatives or other dependants of the Refugee UN Volunteer who are

not part of the Primary Family Unit.

- d. The scope and terms of insurance coverage will be governed by the agreement between UNV and the insurance carrier. As such, the scope and terms of such coverage is subject to change.
- e. Details of the applicable insurance coverage are available from the administering office.

2. *Primary Family Unit*

- a. The PFU can consist of the Refugee UN Volunteer, one spouse⁴ or partner and a maximum of two unmarried children who have not yet reached the age of 21 at the date of the commencement of the Refugee UN Volunteer assignment. If the Refugee UN Volunteer does not have a spouse or partner, the PFU can have a maximum of three unmarried children who have not yet reached the age of 21, at the date of the commencement of the Refugee UN Volunteer assignment.
- b. Unmarried children who are part of the PFU will automatically be excluded from the PFU and the medical insurance coverage will automatically stop once they reach 21 years of age or get married. The Refugee UN Volunteer is responsible to inform the UNV programme that the child has reached 21 years of age or got married. In this case the health insurance coverage of the child may be extended by the UNV programme for the duration of the Refugee UN Volunteer assignment at the cost of the Refugee UN Volunteer.
- c. In case a Refugee UN Volunteer would like to designate eligible family members to the PFU, he or she is required to list the potential PFU members on the Refugee UN Volunteer's Personal History Statement. The Refugee UN Volunteer is required to submit the relevant marriage, birth and, where appropriate, adoption certificates for the designation of the PFU members. Step-children may be recognized as part of the PFU based on a legal certificate of guardianship of the UNV volunteer or her/his spouse. The UNV volunteer must demonstrate that she/he has the legally established parental and financial responsibility for any children claimed as primary dependents. Such documentation is reviewed by the UNV programme Headquarters at the time of recruitment. The UNV programme will not recognize any person as a dependent who does not meet the above requirements as part of the PFU.

4 The legal status of the recognized spouse, and the specific rights and obligations associated with that status, varies by country and culture. A spouse is a partner in a legal marriage, civil union, domestic partnership or common-law marriage. The fundamental condition under which UNV recognizes a spouse is that the spousal relationship will be determined by reference to the law of the competent authority under which the personal status has been established.

UNV Headquarters will determine whether a spousal relationship may be recognized for the purpose of UNV benefits. In case of doubt, UNV Headquarters will consult with the appropriate legal bodies. The UN Volunteer is required to provide UNV with any requested supporting legal documentation in determining eligible spouses.

- d. The recognition of partners under the PFU who are not formally married (e.g. legally recognized common law marriages, civil unions or domestic partnerships) follows UNDP standard practice and is determined by the laws and recognized practices of the Refugee UN Volunteer's home country. The Refugee UN Volunteer has to submit all necessary supporting documentation to the UNV programme upon their request.

3. *Submitting claims*

Claims for reimbursement of medical costs must be submitted according to the requirements of the insurance company.

4. *Private Extension of After Service Health Insurance*

- a. UNV is committed to the health of all departing UN Volunteers. To ensure that UN Volunteers and their eligible dependants are able to obtain the healthcare they need as they transition after their UN Volunteer service, departing UN Volunteers who have completed their assignment will have the option to purchase at their own expense a reasonably priced insurance policy for themselves and qualified dependants for a limited time up to a maximum of 6 months, after which the UN Volunteer is then responsible for their own coverage.
- b. To obtain after service health insurance coverage the departing UN Volunteer should contact the health insurance provider directly no later than 1 day before the end of the Contract date.

5. *Extension of coverage after UN Volunteer assignment for injury or illness due to service as a UN Volunteer*

- a. The coverage by medical insurance or any of the PFU members may exceptionally be extended for medical reasons by UNV Headquarters at its discretion at no cost to the Refugee UN Volunteer for a specified period after the end of the Refugee UN Volunteer assignment up to a maximum of 12 months.
- b. The coverage may only be extended if the Medical Director of the United Nations Joint Medical Service (hereinafter UNJMS) determines, based on a medical report, that it is necessary to treat a continuing illness or injury which arose during the Refugee UN Volunteer assignment. The Medical Director will also determine the length of the extension.
- c. The Refugee UN Volunteer must submit a request for the extension to UNV with a copy of the cover letter submitting the medical record and all supporting documents by the treating medical physician to the UN Joint Medical Service. The Refugee UN Volunteer must submit the request before the end of the assignment, unless he or she can justify in the view of the UNV programme that he or she was unable to do so. The UN Joint

Medical Service, may request the Refugee UN Volunteer to undergo additional medical examinations by a UN designated medical physician or a member of the UN medical services at the duty station.

- d. Irrespective of and not affecting the applicability of the foregoing, in case the Contract is terminated due to prolonged incapacity to work because of illness (see Section XI.D.1.g), the medical insurance coverage of the Refugee UN Volunteer will continue until the last day of the initially agreed Contract period including the one month extension, or up to a period of 6 months, whichever is shorter.

B. Medical Examinations

Notwithstanding other provisions on medical examinations in the Conditions of Service, a Refugee UN Volunteer may be required by UNV or the Host Agency 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 Refugee UN Volunteer to perform the UNV assignment. In case the medical examination was requested by UNV, UNV will reimburse the costs thereof up to an applicable maximum amount, which will be indicated in the Letter of offer.

C. Medical Evacuations

1. Eligibility

Refugee UN Volunteers are normally expected to avail themselves of the medical facilities available locally. However, in case an acute life-threatening medical emergency has occurred, a medical evacuation of the Refugee UN Volunteer will be considered when, in the opinion of the UN medical staff, the available local facilities are inadequate to address the medical emergency. Medical evacuation may only be considered for the Refugee UN Volunteer and will under no circumstances cover family members or other dependants of the Refugee UN Volunteer.

2. Process

Notwithstanding Section III.1 above, the determination of the medical evacuation in terms of authorization, evacuation destination, escorts, length, and travel payments is subject to the rules and regulations of UNDP applicable to medical evacuation of locally recruited staff members.

D. Dismemberment-Insurance

1. Coverage

- a. Refugee UN Volunteers are covered by a dismemberment-insurance for the duration of the assignment.
- b. The scope and terms of insurance coverage will be governed by the agreement between UNV and the insurance carrier. As such, the scope and terms of such coverage is subject to change.
- c. Details of the applicable insurance coverage are available from the administering office.

2. Submitting of claims

Claims for compensation under the dismemberment-insurance must be submitted according to the requirements of the insurance company.

E. Life Insurance

1. Coverage

- a. Refugee UN Volunteers are covered by a life insurance for the duration of the UNV assignment. In case a Refugee UN Volunteer dies during the UNV assignment, the designated beneficiaries will be entitled to receiving the life insurance lump sum.
- b. The scope and terms of insurance coverage will be governed by the agreement between UNV and the insurance carrier. As such, the scope and terms of such coverage is subject to change.
- c. Details of the applicable insurance coverage are available from the administering office.
- d. The insurance covers only death of the Refugee UN Volunteer and not death of family members or dependants.

2. Payment

- a. The life insurance lump sum will only be paid out to the beneficiaries designated in the duly completed and signed "Designation, change or revocation of beneficiary" form (Appendix VI), according to the respective shares designated by the Refugee UN Volunteer, regardless of national laws or a Will of the Refugee UN Volunteer indicating the beneficiaries. Section 2.c. below applies in case the payout to a beneficiary is not

possible.

- b. It is the responsibility of the Refugee UN Volunteer to duly complete and sign the form and to keep it up to date if changes are necessary or desired.
- c. In case the Refugee UN Volunteer has failed to appropriately complete the “Designation, change or revocation of beneficiary” form, or in case the form was not completed, lost or destroyed, payout of the life insurance sum will be made to the estate of the deceased Refugee UN Volunteer when proof to the satisfaction of UNV has been received by UNV Headquarters of the establishment of an administration of estate.
- d. In case one or more of the designated beneficiaries have passed away prior to or after the demise of the Refugee UN Volunteer but prior to payout, payout 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 when proof to the satisfaction of UNV has been received by UNV Headquarters of the establishment of an administration of the estate.
- e. In any of the cases outlined in Section VIII. E. 2. c. and d. above, the UNV Executive Coordinator reserves the right to determine who in her or his view the deceased Refugee UN Volunteer would have wanted to receive the respective share of the life insurance lump sum, and to authorize payout accordingly.
- f. UNV will keep the name and the shares of the beneficiary confidential, unless it decides there is a need to waive the confidentiality.

VIII. SECURITY

A. Coverage

1. As UN personnel, Refugee UN Volunteers and their eligible dependants who 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 locally recruited UN staff members.
2. Depending on the requirements of the local UN security system, the Refugee UN Volunteer may be required to receive a security clearance prior to moving to the duty station and to take up the assignment.
3. Family members of the Refugee UN Volunteer are generally not eligible to be covered by the UN Security Management System in a non-family duty station and UNV and the Host Agency bears no responsibility in terms of security for the PFU or other family members of a Refugee UN Volunteer in the vicinity of/commuting distance from a non-family duty station.

B. Recognition of Dependants

The recognition of eligible family members and dependants under the UNSMS follows UNDP standard practice regarding recognition of dependants. Refugee UN Volunteers are obliged to provide to UNV details of their dependants who reside at the duty station and provide the necessary supporting documentation at the request of UNV.

C. Security Obligations

Refugee UN Volunteers and their eligible family members and dependants have to adhere fully to the security obligations applicable to them according to the UN Security Management Systems and to all instructions issued by the local UN security officials. They have to complete all required security trainings and attend security briefings at the request of UNV or Host Agency.

IX. REPORTING

A. Regular Reporting

Refugee UN Volunteers are required to report regularly to UNV on the implementation of their assignment 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 Refugee 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.

B. End of Assignment Report

All Refugee UN Volunteers are required to complete an end of assignment report. The required contents, the format and the mode of submission of the end of assignment report will be indicated to the Refugee UN Volunteer by UNV. The payment of the resettlement entitlements and the issuance of the certificate of service are contingent upon submission of the end-of-assignment report.

C. Host Agency Reporting

The Refugee UN Volunteer is required to comply with any reporting requirements of the Host Agency as may be applicable to the particular Refugee UN Volunteer assignment.

D. Performance Appraisal

Refugee UN Volunteers will undergo a regular performance appraisal process over the time of their assignment. Performance appraisal feedback is crucial to the recommendation for re-rostering should the Refugee UN Volunteer wish to express interest in another UN Volunteer assignment in the future. The Performance Appraisal process involves the Refugee UN Volunteer, and their supervisor.

X. SEPARATION FROM THE UNV ASSIGNMENT

The Contract of a Refugee UN Volunteer comes to an end, and the Refugee UN Volunteer is consequently separated from the UNV assignment on the following grounds:

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

A. Expiry of Contract

The UNV assignment expires automatically and without prior notice on the expiration 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.

B. Resignation

1. Written notice

A Refugee UN Volunteer may resign from the UNV assignment by giving written notice to the administering office. Notice must be clear, unequivocal and cannot be contingent on other events.

2. Notice period

- a. The following minimum notice periods apply:
 - i. 15 calendar days for Contracts of duration of less than 12 months;
 - ii. 30 calendar days for Contracts of duration of 12 months or more.
- b. The notice periods are a minimum. Resignation effective on a specific date can be declared at any time prior to the start of the notice period.
- c. In exceptional circumstances, UNV may waive all or part of the notice period in consultation with the UN Volunteers.
- d. In case no notice of resignation is provided by the Refugee UN Volunteer the number of days of the applicable notice period is considered as unauthorized absence from service and will be charged against Annual Leave, or on a pro rata basis against VLA or final entitlements if no Annual Leave days are left.

C. Abandonment of Post

1. A Refugee UN Volunteer whose absence from service was not authorized and who cannot provide what is in the opinion of UNV a satisfactory explanation or excuse for a minimum of 10 working days is considered to have abandoned his or her post.
2. Once the Refugee UN Volunteer has been determined to have abandoned his or her post, the separation from the UNV assignment will retroactively become effective as of the first day of unauthorized absence from service. UNV will attempt to notify the Refugee UN Volunteer of the separation using the latest address provided by the Refugee UN Volunteer.

D. Termination by UNV

1. Termination grounds

The UNV Headquarters may terminate the Contract of a Refugee UN Volunteer for the following reasons:

- a. for facts anterior to the Refugee UN Volunteer assignment, related to the suitability of the Refugee UN Volunteer to the assignment, and which, had they been known at the time of appointment, would have precluded the appointment of the Refugee UN Volunteer;
- b. for summary dismissal for acts of misconduct following a disciplinary review process (see Section XV.D.1.e.);
- c. for early separation for acts of misconduct following a disciplinary review process (see Section XV.D.1.d);
- d. for early termination of the project or operation to which the Refugee UN Volunteer is assigned;
- e. for documented unsatisfactory work performance of the Refugee UN Volunteer;
- f. for external circumstances not caused by the UN Volunteer, which make termination necessary in the opinion of UNV Headquarters in the interest of and the administration of the organization;
- g. Prolonged incapacity to work because of injury or illness (see Section VII.B.5);
- h. Termination for any other reasons provided the Refugee UN Volunteer consents to the termination.

2. Termination notice

- a. A Refugee UN Volunteer whose Contract is to be terminated shall be given the same notice periods as are applicable to the resignation of a Refugee UN Volunteer.
- b. No termination notice will be observed by UNV in the cases of summary dismissal, prolonged incapacity to work because of illness, and facts anterior.
- c. In lieu of the notice period, the UNV Headquarters may authorize compensation equivalent to VLA and all other entitlements and allowances, including insurance for the equivalent length of the applicable notice period.

E. Death of the Refugee UN Volunteer

1. In the event the Refugee UN Volunteer dies during the Refugee UN Volunteer

assignment, the Contract will end with immediate effect.

2. In cases where the deceased UN Volunteer has PFU members covered by UNV medical insurance, the coverage will be extended for 45 days past the end of the terminated Contract period in order for affected parties to obtain another insurance or reintegrate into their respective national system.
3. Notwithstanding the provisions on the life-insurance outlined above in Section VIII.E the beneficiaries contained in the “Designation, change or revocation of beneficiary” form will be paid a respective share of a lump sum equaling to 1.5 month of VLA.
 - a. In case the Refugee UN Volunteer has failed to appropriately complete the “Designation, change or revocation of beneficiary” form, or in case the form is not available payout of the VLA lump sum will be made to the estate of the deceased Refugee UN Volunteer in accordance with the laws of the home country of the Refugee UN Volunteer when proof has been received by UNV Headquarters of the establishment of an administration of estate.
 - b. In case one or more of the designated beneficiaries have passed away prior to or after the demise of the Refugee UN Volunteer, payout of the respective share of the VLA lump sum of the deceased beneficiary will be made to the estate of the deceased beneficiary in accordance with the laws of the home country of the beneficiary when proof has been received by UNV Headquarters of the establishment of an administration of the estate.
 - c. The UNV Executive Coordinator reserves the right to determine who in her or his view the deceased Refugee UN Volunteer would have wanted to receive the respective share of the VLA lump sum, and to authorize payout accordingly.
4. Payment of outstanding regular VLA, accrued Resettlement Allowance (RSA) and any other outstanding unpaid financial entitlements payable by UNV or the Host Agency which have accrued by the time of death will be made to the estate of the Refugee UN Volunteer which will be determined in accordance with the laws of the home country of the Refugee UN Volunteer upon proof of the establishment of an administration of the estate.

XI. SPECIAL PROGRAMME INITIATIVES

UNV, given its mandate, has been increasingly called upon to participate in peace-keeping operations, electoral observation missions of regional bodies and emergency operations of UN agencies. In addition, UNV is mandated to promulgate innovative initiatives within the Refugee UN Volunteer modality that are responsive to the needs of the United Nations system as well as donor entities, non-governmental organizations, and private-sector stakeholders. Often, such operations and initiatives are governed by different rules and regulations in view of their special nature, pilot status, or policy divergence.

If UNV participates in special programme initiatives, it may be necessary and advisable to amend the administration of the entitlements of UN Volunteers to conform to the policies and

procedures of the partners.

The entitlements of UN Volunteers under special programme initiatives may thus be different from those outlined in this Conditions of Service. UNV will decide specific entitlements and amended Conditions of Service and communicate them to UN Volunteers at the time of recruitment through the Offer. It may also arise that certain entitlements and facilities for UN Volunteers under special programme initiatives could be different from the other UN Volunteers who serve in the same country but with different agencies or funding sources.

XII. FINAL SEPARATION CLEARANCE

The purpose of the Final Clearance Checklist (Appendix V) is to establish whether the Refugee UN Volunteer has outstanding obligations (financial or otherwise). Such obligations include, but are not limited to, obligations towards the UN and private legal obligations, including family support obligations.

The Final Clearance Checklist has to be completed by the Refugee UN Volunteer at the end of an assignment and needs to be cleared by the Host Agency and UNV. The authorization of return travel and moving payments (when applicable), as well as the payment of the RSA is contingent upon final clearance from both.

XIII. ASSIGNMENT EXTENSION

There is no expectancy of extension, renewal or conversion 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 Refugee UN Volunteer, a request from the Host Agency, confirmation of funds from the funding agency and agreement of all parties concerned. The terms of an extension (duration, expiry date, nature and location of assignment) will be set out in an extension contract which is to be signed by the parties (see Appendix II).

XIV. CERTIFICATE OF SERVICE

- A. After completion of the UNV assignment Refugee UN Volunteers will receive a certificate of service from UNV.
- B. The certificate of service will only be issued after the Refugee UN Volunteer has successfully completed the Final Clearance Checklist, and has settled all debts as applicable with UNV, the Host Agency or UNDP.

XV. MISCONDUCT AND DISCIPLINARY PROCEDURE

A. Definition of Misconduct

1. Misconduct is the failure of a Refugee UN Volunteer to adhere to the principles and values of the Charter of the United Nations, the Refugee UN Volunteer Conditions of Service or other relevant administrative issuances by UNV or the Host Agency. Such a failure could be deliberate (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 a complete disregard of a risk which is likely to cause harm (recklessness).
2. Misconduct may include, but is not limited to, the following categories whether willful, reckless or grossly negligent, wherever they occur and whether or not the Refugee UN Volunteer was on duty:
 - a. Unlawful acts (e.g. theft, fraud, smuggling, possession or sale of illegal substances or objects, etc.);
 - b. Assault, harassment, including workplace harassment and sexual harassment, or threats to other UN personnel, discrimination or abuse of authority according to Appendix IX, or according to any applicable policy of the Host Agency on the prevention of harassment;
 - c. Sexual exploitation and sexual abuse according to Appendix VIII;
 - d. Misrepresentation, forgery, or false certification, such as, but not limited to, in connection with any official claim or benefit, including failure to disclose a fact material to that claim or benefit;
 - e. Misuse or mishandling of official property, assets, equipment or files, including electronic files or data;
 - f. Breach of fiduciary obligations vis-à-vis the Host Agency , UNV or UNDP and misappropriation of funds;
 - g. Misuse of office, breach of confidentiality, abuse of United Nations Privileges and Immunities;
 - h. Retaliatory action against a complainant or an investigation participant, or other action in violation of ST/SGB/2005/21 on the protections against retaliation and reporting of misconduct;
 - i. Making false accusations and disseminating false rumors;
 - j. Abetting, concealing or conspiring in any of the above actions, including any act or omission bringing the Host Agency, UNV or UNDP into disrepute.
3. Unsatisfactory work performance does not constitute misconduct, unless it rises to the level of gross negligence or recklessness.

B. Investigation of misconduct

Allegations of misconduct by a Refugee UN Volunteer must be investigated by an investigative body mandated under the legal framework of the Host Agency to conduct an investigation into the matter. The investigation is a fact-finding exercise and the resulting report must be transmitted as such in its entirety to UNV by the host agency.

C. Disciplinary Review Process

1. *Review by the UNV disciplinary panel*

- a. All investigation reports identifying alleged misconduct by a Refugee UN Volunteer are to be reviewed by the UNV Advisory Panel on Disciplinary Matters and Claims (hereinafter APDMC).
- b. In the absence of an investigation report the APDMC may review allegations of misconduct also on the basis of judicial findings from a competent court of law. In case an investigation report cannot be obtained from the UN investigative body, the APDMC may exceptionally review the allegations also on the basis of evidential material prepared by the UN investigative body, if, in the view of the APDMC, the evidence is clear and conclusive and allows the subject of the disciplinary process to understand the allegations raised against him or her.
- c. Before its review of the allegations the APDMC has to (a) ensure that the Refugee UN Volunteer is informed in writing that he or she has been under investigation or the subject of a judicial proceeding indicating the allegations, and (b) formally share a copy of the investigation report or the judicial findings along with all supporting documents and evidence identified in the investigation report with him or her, unless redacted by national law or in case there is a need to protect an identity, and request his or her comments and views on the allegations. In case the Refugee UN Volunteer comments on the allegations the APDMC will consider those comments in its disciplinary review of the allegations.
- d. The APDMC will make a recommendation to the UNV Executive Coordinator as to the imposition of a disciplinary measure in accordance with the Refugee UN Volunteer Conditions of Service or the exoneration of the Refugee UN Volunteer.

2. *Decision on cases of alleged misconduct*

Following the review of the allegations by the APDMC as described in Section XV.C.1 above, the UNV Executive Coordinator will decide whether to impose a disciplinary measure in accordance with the Refugee UN Volunteer Conditions of Service or exonerate the Refugee UN Volunteer, taking into account all facts of the case and the findings and recommendations of the APDMC. The UNV Executive Coordinator may decide that circumstances require taking

a decision without a review of the allegations and a recommendation of the APDMC.

3. *Legal counsel*

A Refugee UN Volunteer who is the subject of a disciplinary proceeding may choose to be represented by a professional legal counsel during the disciplinary review process at his or her own expense.

D. Disciplinary Sanctions

1. *List of sanctions*

Depending on the nature and gravity of the misconduct and having due regard for to the principle of proportionality the UNV Executive Coordinator may impose one or more of the following disciplinary measures on a Refugee UN Volunteer:

a. Letter of censure

A letter of censure is a letter indicating that the Refugee UN Volunteer has committed misconduct, and indicating the nature of the misconduct. The letter of censure is placed in the Refugee UN Volunteer's official file at UNV Headquarters and becomes part of his or her permanent record;⁵

b. Non-extension of a current Contract otherwise subject to extension.

c. Exclusion for a period of 5 years after the end of the current Contract from the UNV roster used to identify candidates for UN Volunteer assignments.

d. Early separation

Early separation is a termination of the Contract with adherence to the standard procedure for termination of the Contract by UNV. A Refugee UN Volunteer who has been separated early for misconduct cannot serve as a UN Volunteer for ten years following her/his separation from service.

e. Summary dismissal

Summary dismissal is a separation from service with immediate effect. It results in loss of the resettlement allowance and moving entitlements. The return travel entitlements will remain. A Refugee UN Volunteer who has been summarily dismissed cannot serve as a UN Volunteer again.

5 A letter of censure is distinguished from a letter of reprimand, which is issued by either a Refugee UN Volunteer's supervisor, or the respective section chief at UNV headquarter to address performance related issues. A letter of reprimand is not a disciplinary measure and may contain a specified period of time, after which it will no longer be considered part of the Refugee UN Volunteer's record.

2. Recording and information sharing

The disciplinary decision will be put on the permanent file of the Refugee UN Volunteer by UNV and may be shared with other UN entities upon their request.

E. Recovery for Loss of Property or Assets

When a Refugee UN Volunteer is found by a disciplinary decision of the UNV Executive Coordinator to have committed misconduct, the Refugee UN Volunteer is obliged to refund UNV or the Host Agency the financial or material loss attributable to the misconduct, and this amount may be withheld from final entitlements.

F. Reporting Allegations of Wrongdoing and Protection against Retaliation

1. Refugee UN Volunteers are obliged to report any breach of UNV's, UNDP's or the Host Agency's regulations and rules and any acts and allegations of misconduct to their immediate supervisor at the Host Agency, appropriate investigation and audit bodies of the Host Agency, UNV or the administering office. Refugee UN Volunteers must fully and truthfully cooperate in any investigation into allegations of misconduct. Failure to do so may itself constitute misconduct. In case the reporting Refugee UN Volunteer believes there is a conflict of interest on the part of the person to whom the reporting is to be made, the Refugee UN Volunteer may report the allegations to the next higher level of authority.
2. In the event that the Refugee UN Volunteer fears retribution or retaliation after reporting allegations of wrongdoing, or cooperating with an audit or investigation, he or she may report the matter to the Director, UNDP Ethics Office at the following email address: ethicsoffice@undp.org to seek protection against retaliation in accordance with Secretary General's Bulletin ST/SGB/2005/21.

XVI. SUSPENSION FROM SERVICE

A. Suspension

Suspension means that the Refugee UN Volunteer is not allowed to report to service for a specific period of time. The Refugee UN Volunteer may be required to leave the duty station during the suspension. In all cases, the Refugee UN Volunteer must remain contactable by the administering office. During the suspension the Refugee UN Volunteer will continue to accrue

leave and other entitlements, remain fully insured and continue to receive VLA. In case the Refugee UN Volunteer leaves the duty station without authorization, no VLA may be paid for the period of absence from the duty station.

B. Suspension Preconditions

1. A Refugee UN Volunteer may be suspended by the UNV Headquarters from service at any time from the moment allegations of misconduct against him or her are reported or detected until there is a final decision by the Executive Coordinator. The allegations of misconduct for which a suspension may be imposed can only be allegations which
 - a. are investigated or reviewed in the course of a UNV disciplinary process,
 - b. are investigated or reviewed by a UN entity since the allegations are related to conduct prior to the Refugee UN Volunteer assignment, or
 - c. are subject of a criminal investigation or proceeding by national authorities.
2. Suspension may only be imposed for the following reasons:
 - a. the conduct in question and/or the continued presence of the Refugee UN Volunteer on UN premises in the opinion of the UNV Headquarters poses a safety or security threat, or a threat to the Refugee UN Volunteer, or to the Host Agency's, or UNV's personnel and staff members;
 - b. the Refugee UN Volunteer is presently unable to continue performing his or her functions effectively, in view of the ongoing investigation or proceedings, and the nature of his or her functions; and/or
 - c. the UN Volunteer's continued presence poses a threat to the reputation of the Organization; and/or
 - d. there is a risk of evidence being tampered with or concealed, or of interference with the proceedings.

C. Suspension Procedure

1. Suspension may only be imposed by the respective Division Chief at UNV Headquarters.
2. In cases of emergency and where a responsible manager at UNV Headquarters is not immediately available, the suspension 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. In this case the suspension may only be imposed up to 48 hours and the UNV Headquarters has to be immediately informed of the suspension and the reasons thereof. Within 48 hours after the imposition of suspension the responsible manager at UNV Headquarters has to either uphold or end the suspension. The suspension will otherwise expire automatically.

3. The length of the suspension must be commensurate with the reasons for its imposition and only up to a maximum duration of 3 months. After 3 months the suspension can only be extended on an exceptional basis by a decision of the UNV Executive Coordinator. During the suspension the grounds for suspension will be reviewed periodically by UNV Headquarters. The suspension will be rescinded by UNV Headquarters immediately when the basis for suspension no longer exists.
4. The Refugee UN Volunteer has to be notified by UNV in writing of the suspension and the reasons therefore.

XVII. RECOURSE PROCEDURES, DISPUTE RESOLUTION

A Refugee 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 to raise any such issue directly with UNV first in order to find a mutually agreeable settlement.

A. Office of the Ombudsman

A Refugee UN Volunteer may approach the office of the United Nations Ombudsman for the United Nations Funds and Programmes for informal resolution of concerns and conflicts that are related to the assignment as a Refugee UN Volunteer. The parties may agree to suspend the time limits for formal recourse procedures to allow for attempts of at informal settlement.

B. Recourse Procedure

A Refugee UN Volunteer may seek recourse against decisions of UNV affecting the terms of their assignment such as, but not limited to, entitlements, separation from service, or disciplinary decisions.

1. Internal administrative recourse

- a. A Refugee UN Volunteer who wishes to contest an administrative decision made by UNV shall, as a first step, write to the UNV Executive Coordinator requesting that the decision be reviewed. The letter must contain the name of the Refugee UN Volunteer and must be signed by him or her. The request for a review of the decision must also be dated, contain the reasons for the review and be sent directly to the UNV Executive Coordinator within one month from the time the Refugee UN Volunteer is notified of the contested decision.
- b. The UNV Executive Coordinator's reply must be sent to the Refugee UN Volunteer within two months of receipt of the request for a review. Should the decision be overturned

as a result of the recourse and if it has already been executed, the UNV Executive Coordinator can decide on reinstatement or any other appropriate compensation.

- c. If, upon receipt of the UNV Executive Coordinator's response to the request for review, the Refugee UN Volunteer wishes to contest the decision further, he or she must request within one month of receiving the UNV Executive Coordinator's response in writing that the matter be reviewed by the UNDP Administrator. This written request must contain the reasons for the review and be sent directly to the UNDP Administrator with a copy to the UNV Executive Coordinator. It must contain the name of the Refugee UN Volunteer and must be signed by him or her.
- d. Where the initial decision has been taken by the UNV Executive Coordinator, such as in a disciplinary procedure, the Refugee UN Volunteer must address the request for a review directly to the UNDP Administrator as outlined in Section 1.3 above.
- e. The UNDP Administrator will review whether the decision of the UNV Executive Coordinator was based on justifiable legal grounds under the circumstances. The UNDP Administrator will provide the Refugee UN Volunteer with a reply within two months 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 can decide on reinstatement or any other appropriate compensation.
- f. Appealing a decision to the UNV Executive Coordinator or to the UNDP Administrator does not suspend the contested decision, which is executable immediately.

2. *Arbitration*

If, upon receipt of the UNDP Administrator's final decision, the Refugee UN Volunteer wishes to contest the decision further, he or she must request in writing that the matter be submitted to arbitration within one month of receiving the UNDP Administrator's final decision,. Such a written request shall be sent to the UNDP Administrator with a copy to the UNV Executive Coordinator, clearly stating the issue to be put to arbitration and quantifying the claim to be arbitrated. It must contain the name of the Refugee UN Volunteer and must be signed by him or her. The arbitration will be conducted according to the provisions set out in Appendix XI. UN arbitration procedural costs are generally shared between the parties.

XVIII. STATUTE OF LIMITATION FOR CLAIMS AGAINST UNV

Irrespective of the deadlines set out for recourse against administrative decisions, a Refugee 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 six months following the date on which he or she would have/was entitled to the payment.



APPENDICES

I. Refugee UN Volunteer Contract



REFUGEE UN VOLUNTEER CONTRACT

Dear Mr./Ms. (*Name of the UN Volunteer*),

1. It is with great pleasure that I welcome you as a Refugee UN Volunteer. You have been accepted to serve in (*Country of assignment*) and the details of your assignment are as follows:-

Name:

Refugee ID Number

Title of assignment:

Project Number:

Host UN entity:

Duty station.....

ATLAS HCM Position Number:

Refugee UN Volunteer Specialist /___/

2. The effective date of this UNV assignment is...../...../..... (**day/month/year**), which is the date of the commencement of your UNV assignment. Your assignment will last until...../...../..... (**day/month/year**). Any curtailment or extension of this duration may be arranged in accordance with

the needs of the project/UN entity and as per the agreed conditions of assignment

3. This commitment, which shall expire upon the completion of the last obligation arising hereunder, creates no expectation of renewal or extension of this UNV assignment or of conversion of this UNV assignment into any other type of assignment with UNV or other UN entity.

4. A copy of your Description of Assignment is attached. It is understood that in the performance of your assignment you will be under the overall professional supervision and guidance of the official mentioned in the assignment description.

5. During your UNV assignment you will be under the overall administrative authority of the Resident Representative or the Country Director of the United Nations Development Programme (UNDP).

6. Your Refugee UN Volunteer assignment is governed by the Conditions of Service (COS) a copy of which is attached to this Letter of Commitment, and which you have accepted prior to the commencement of this UNV assignment. The COS form an integral part of this contract.

7. Your UN Volunteer entitlements, including the insurance coverage and the Volunteer Living Allowance (VLA) are outlined in the authorization of recruitment letter sent by UNV Headquarters.

8. Pledge of Commitment - By signing this Contract, you confirm that you will strictly abide by the Code of Conduct as outlined in the Conditions of Service for Refugee UN Volunteers and confirm your dedication to the principles of the United Nations Charter and the goals of UNV. You pledge to exercise with dedication, discretion and conscience such duties as shall be entrusted to and undertaken by you as a UN Volunteer, to comport yourself in accordance with the standards of conduct of UN Volunteers, to work for social and economic development of the country of assignment in accordance with the principles of the United Nations Charter and not to seek or accept instructions in regard to the performance of duties from any authority external to the United Nations system with the exception of work related to instructions from the specific host Government or authority to which you may be attached.

9. Kindly sign and return to me the original of this Contract as evidence of your acceptance of the terms of your commitment and the Refugee UN Volunteer Conditions of Service, together with the signed Pledge of Commitment.

10. With appreciation for your contribution to volunteerism and with best wishes for success in your Refugee UN Volunteer assignment.

Mr./Ms. (**Name of the UN Volunteer**)

Refugee UN Volunteer

UNDP

(**Country of assignment**)

Yours sincerely,

(**Enter full name and title of the authorised person, name of country office**)

on behalf of UNV Executive Coordinator

Date and place

I proudly accept to serve as a Refugee UN Volunteer in accordance with the attached Description of Assignment and Conditions of Service, and have signed the Pledge of Commitment.

Signature and name of Refugee UN Volunteer

Date and place

Attachments:

Description of Assignment (Annex 1)

The Refugee UN Volunteer Conditions of Service (Annex 2)

Authorization of recruitment letter from UNV Headquarters (Annex 3)

II. ID Card application form



APPLICATION FOR UN VOLUNTEERS IDENTITY CARD

Please attach two passport photographs (5 x 5 cm)

FAMILY NAME:

FIRST & OTHER NAMES:

Refugee ID Number _____

Permanent address: _____

Street: _____

City: _____ State: _____

Country: _____

Nationality (ies): _____

Passport No (s). _____

Issued by: _____

At: _____

Photo

On: _____

Valid until: _____

dd/mm/yyyy

Height: _____

Colour of hair: _____

Colour of eyes: _____

Date of birth: _____

Distinguishing marks: _____

Validity of the current contract: from _____

until _____

Dependants Details:

Name(s)	Date of birth	Relationship
1		
2		
3		
4		

Signature

FOR OFFICIAL USE

Identity Card No:

Issued on: dd/mm/yyy

Valid until: dd/mm/yyyy

III. Final Clearance Checklist



FINAL CLEARANCE CHECKLIST FOR PAYMENT OF RESETTLEMENT ALLOWANCE

Name of volunteer: _____ Duty station: _____

Refugee ID number _____

Project number: _____ Country of assignment: _____

Project title: _____ Entry on Duty: _____

Roster number: _____ End of assignment date: _____

The UN Volunteer should obtain clearances and provide documentary evidence confirming that she/he has no outstanding obligations (financial or otherwise) with parties listed below.

REQUIREMENTS	EVIDENCE PROVIDED	REMARKS
Host agency/department clearance		
UNDP Finance/ Administration clearance		
Equipment returned to UNDP/agency/project		
Rental payment		
Electricity payment		
Telephone		
Water payment		
Bank clearance		
Gas payment		
Final report completed		
Other clearances required by the UNDP CO		

I confirm that I have no outstanding financial or any other obligations in this country.

Date:

Name and signature of the

UN Volunteer: _____

Future contact-email/address:

I am fully satisfied/not satisfied with the above declaration; therefore authorize the final entitlements in full/partial (if partial, please indicate the percentage/amount)

Date:

Name and signature of the

UNDP Resident Representative: _____

IV. UNV Designation, Change or Revocation of Beneficiary Form



DESIGNATION, CHANGE OR REVOCATION OF BENEFICIARY FORM FOR UN VOLUNTEERS

I _____ born on _____
(type or print: First, Middle, Maiden, Family names) (Day, Month, Year)

Refugee ID number _____

hereby designate the person or persons named below as my beneficiary or beneficiaries. This applies to all amounts standing to my credit at the time of death, including benefits accruing from the insurance coverage affected on my life by the United Nations Volunteers (UNV) programme.

Name of each beneficiary	Address of each beneficiary	Age	Relationship	Share to be paid to each beneficiary (%)

The share of any beneficiary who may predecease me shall be distributed equally among the surviving beneficiaries or go entirely to the survivor. If none survives me, then the entire amount will go to my estate.

I hereby revoke all previous designations of beneficiary made by me for this purpose and I reserve the right to revoke or change any beneficiary without his knowledge or consent at any time in the manner and form prescribed by the United Nations Volunteers (UNV) programme.

(Written signature of designator in full)

WITNESS

I, the undersigned, having no financial interest in this subject matter, directly or indirectly, hereby certify that this document was signed in my presence by the designator on the _____ day of _____ 20____.

(Signature of witness)

(Address of witness)

MINOR BENEFICIARIES

Minor beneficiaries do not possess the legal capacity to take care of and manage property or benefits allocated by the UN Volunteer, by reason of age, comprehension, or self-control. If a UN Volunteer wishes to name a minor (under 18years of age) as a beneficiary the manner of the designation can make a significant difference in how benefits are paid.

If a UN Volunteer dies leaving benefits to a minor without one of the trust options below, UNV will withhold payment of the benefit until one of the following occurs:

- a. A guardian of the minor’s **property** is appointed by a competent court and proof of this is forwarded to UNV, in which case the benefits will be paid to the guardian on the minor’s behalf, or;
- b. The minor attains the age of 18 years.

The UN Volunteer may instead choose to leave accrued benefits at death to a trust established on behalf of a minor beneficiary, which is compensated according to this form. There are two types of accepted trust, **formal** and **informal**. Please check the appropriate box below.

A **formal trust** is established by formal, legal documents filed with a court that designates a person, persons, or corporation as “Trustee”. When designating a formal trust on behalf of a minor beneficiary, the member must clearly state “Formal Trust” on behalf of the minor and include the date of trust incorporation: For example, “John Taylor, Trustee for Joshua Taylor, under the terms of my trust agreement, dated January 1, 2015”. The name and address of the trustee must also be provided, in order to provide contact information upon the death of a UN Volunteer. A copy of the trust agreement need not be attached to this UNV Designation, Change or Revocation of Beneficiary form. All specified death benefits would then be paid to the trust. NOTE: A financial institution can be named as the trustee.

An **informal trust** is one that has not been filed with the courts and need not be a formal agreement. In this case, the member designates a person or persons to act as “informal trustee(s)” on behalf of the minor. The informal trustee(s) would be paid the specified benefits on behalf of the minor beneficiary. An example would be, “Jane Miller, Informal Trustee for June Doe, daughter.” June Doe is the beneficiary, but since she is minor, Jane Miller would receive the benefits on her behalf. The address and birth date of the minor being named as the beneficiary must be included on the form.

V. Special measures for protection from sexual exploitation and sexual abuse (based on ST/SGB/2003/13)

1. Definitions

For the purposes of the Refugee UN Volunteer Conditions of Service, 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.

2. Prohibition of sexual exploitation and sexual abuse

2.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for United Nations staff and UN Volunteers. Such conduct is prohibited.

2.2 In order to further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the Refugee UN Volunteer Code of Conduct, 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 defense;

(c) Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;

(d) Sexual relationships between Refugee UN Volunteers 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 Refugee UN Volunteer 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) Refugee UN Volunteers 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.

2.3 The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behavior may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the Refugee UN Volunteer Conditions of Service.

3. 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.

VI. Prohibition of discrimination, harassment, including sexual harassment, and abuse of authority (based on ST/SGB/2008/5)

1. Definitions

1.1 Discrimination is any unfair treatment or arbitrary distinction based on a person's race, sex, religion, nationality, ethnic origin, sexual orientation, disability, 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.

1.2 Harassment is any improper and unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person. Harassment may take the form of words, gestures or actions which tend to annoy, alarm, abuse, demean, intimidate, belittle, humiliate or embarrass another or which create an intimidating, hostile or offensive work environment. Harassment normally implies a series of incidents. Disagreement on work performance or on other work-related issues is normally not considered harassment and is not dealt with under the provisions of this policy but in the context of performance management.

1.3 Sexual harassment is any unwelcome sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. While typically involving a pattern of behavior, it can take the form of a single incident. Sexual harassment may occur between persons of the opposite or same sex. Both males and females can be either the victims or the offenders.

1.4 Abuse of authority is the improper use of a position of influence, power or authority against another person. This is particularly serious when a person uses his or her influence, power or authority to improperly influence the career or employment conditions of another, including, but not limited to, appointment, assignment, contract renewal, performance evaluation or promotion. Abuse of authority may also include conduct that creates a hostile or offensive work environment which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion. Discrimination and harassment, including sexual harassment, are particularly

serious when accompanied by abuse of authority.

1.5 For the purposes of the present text, discrimination, harassment, including sexual harassment, and abuse of authority shall collectively be referred to as “prohibited conduct”.

2. General principles

2.1 Every Refugee UN Volunteer has the right to be treated with dignity and respect, and to work in an environment free from discrimination, harassment and abuse. Consequently, any form of discrimination, harassment, including sexual harassment, and abuse of authority is prohibited.

2.2 In their interactions with others, Refugee UN Volunteers are expected to act with tolerance, sensitivity and respect for differences. Any form of prohibited conduct in the workplace or in connection with work is a violation of these principles and may lead to disciplinary action, whether the prohibited conduct takes place in the workplace, in the course of official travel or an official mission, or in other settings in which it may have an impact on the workplace.

3. Duties of Refugee UN Volunteers

3.1 All Refugee UN Volunteers have the obligation to ensure that they do not engage in or condone behavior which would constitute prohibited conduct with respect to their peers, supervisors, supervisees and other persons performing duties for the United Nations.

3.2 Refugee UN Volunteers are responsible for familiarizing themselves with the Host Agency’s policy on prohibited conduct and with the various options and internal channels available for addressing such conduct.

VII. Protection Against Retaliation for Reporting Misconduct and for Cooperating with Duly Authorized Audits or Investigations (UNV Whistleblower Policy and Procedures based on ST/SGB/2005/21)

Purpose and Scope

It is the policy of UNV to afford certain protections to 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 Agency. 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 Agency 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 Agencies the inclusion of UN Volunteers into Host Agency structures based on ST/SGB/2005/21. These requirements become effective on all parties from the applicable Commencement of Service date.

Definitions⁶

“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 Agency”: the UN entity that has requested the services of and hosts the UN Volunteer e.g. UNDP, UN specialised agencies, bi-lateral/multilateral agencies.

“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 Agency 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 recommended, threatened or taken because an individual reported misconduct in good faith or cooperated with an authorized fact-finding activity. When established, retaliation is by itself misconduct.

⁶ Not intended to conflict with applicable Host Agency definitions but for use of clarifying the policy as it applies within UNV and is generally understood by UN Volunteers.

“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:

- a) 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 Agency, 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
- b) 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:

- a) The UN Volunteer shall disclose any information concerning wrongdoing either orally or in writing to report to the investigative body of the Host Agency, or in cases where appropriate the supervisor, per the Host Agency 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.
- b) All UN Volunteers who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
- c) 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.
- d) Should a UN Volunteer believe in good faith that disclosing information to the Host Agency pursuant to Section 1(a) above would likely subject him or her to adverse personnel action or be wholly 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 18.1.
- e) The dissemination of unsubstantiated rumours 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.

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 Agency 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 Agency 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 Agency 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:

- a) No UN Volunteer who in good faith discloses potential violations of the UNV Code of Conduct as well as the applicable Host Agency Code of Conduct or other instances of potential wrongdoing, shall suffer harassment, retaliation or adverse personnel action by UNV and/or the Host Agency.
- b) In circumstances when a UN Volunteer makes allegations of retaliation or interference with an individual seeking to disclose potential wrongdoing with the Host Agency it is the responsibility of the Host Agency to: (i) provide information to the UN Volunteer concerned and (ii) liaise with the Host Agency 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 iii) UNV management will ensure, through bilateral agreements, that effective whistleblower policies are in place at Host Agencies to offer full protection to serving UN Volunteers. UNV's role will generally be limited to providing assistance, sharing information, and working through the Host Agency as the primary responsible party.
- c) UNV will generally not act on behalf of UN Volunteers in reporting allegations of misconduct of personnel at Host Agency including misconduct of other UN Volunteers as this must be conducted within the official channels of the Host Agency. UNV may follow up with the UN Volunteer and the ethics focal persons of the Host Agency to establish whether effective protection against retaliation has been afforded and/or whether the alleged harassment/retaliation has been investigated.
- d) 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.

- e) 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 Agency to take action on their own initiative to prevent, investigate or impose disciplinary measures against individuals engaged in retaliation.

This policy has been aligned with ST/SGB/2007/11 (dated 30 November 2007 and effective 1 December 2007) entitled “United Nations system-wide application of ethics: separately administered organs and programmes”. This revised policy enters into force on the day it is issued.

VIII. Certificate of Good Health form



<i>CERTIFICATE OF HEALTH FOR REFUGEE UN VOLUNTEERS</i>			<i>CERTIFICAT MEDICAL POUR LES VOLONTAIRES NATIONAUX DES NATIONS UNIES</i>		
Name of candidate – Nom du candidat Refugee ID number		Sex(e)	Date of birth – Date de naissance		
Length of appointment – Durée de l'engagement		Place of assignment – Lieu d'affectation			
Nature of employment – Nature de l'engagement					
TO BE FILLED IN BY THE CANDIDATE: A REMPLIR PAR LE CANDIDAT:					
Have you previously undergone any United Nations medical examination? Avez-vous déjà subi un examen médical pour le compte d'une organisation des Nations Unies?				Yes	<input type="checkbox"/>
				No	<input type="checkbox"/>
If so, please state when Dans l'affirmative: quand		where où			
Have you ever had or have you now / Avez-vous eu ou avez vous actuellement :					
		yes/oui	date	no/non	
1	Any heart disease Affection cardiaque				7 Fainting spells Perte de connaissance
2	Tuberculosis - Tuberculose				8 Malaria - Paludisme
3	High blood pressure Hypertension artérielle				9 Any nervous or mental disorders Troubles nerveux ou mentaux
4	Amoebic dysentery - Amibiase				10 Depression or excessive anxiety Périodes de dépression ou d'anxiété
5	Epilepsy or fits - Epilepsie				11 Blood in the urine Sang dans les urines
6	Blood in the stools Sang dans les selles				

12	Indicate any illness in the last five years entailing your absence from work for one month or more: Indiquez toute autre affection ayant entraîné un arrêt de travail d'un mois ou plus au cours des cinq dernières années:				
13	Do you take any medication regularly? If so, what? Prenez vous régulièrement un médicament? Si oui, indiquez les raisons:				
14	Have you ever been refused employment because of your health? If so, state the reason: Vous a-t-on refusé un emploi pour raison de santé? Si oui, indiquez les raisons :				
<p>I certify that the above statements are true, complete and correct to the best of my knowledge and belief. Je soussigné certifie que les informations ci-dessus sont à ma connaissance exactes et complètes.</p> <p>Candidate's signature Signature du candidat</p>					
<p>FOR COMPLETION BY THE EXAMINING PHYSICIAN (see note below)* A REMPLIR PAR LE MEDECIN-EXAMINATEUR (voir note)**</p>					
1	General appearance Aspect général	10	Abdomen	18	Alb.
2	Weight Poids	11	Hernia Hernie	Urine	Sugar Sucre
3	Height Taille	12	Hemorrhoids Hémorroïdes		Microscopic Sédiment
4	Lungs Poumons	13	Genitalia Organes génitaux		19
5	Heart Coeur	14	Mental condition Etat mental	20	Results of a chest x-ray* (dating from less than a year) Compte-rendu d'examen radiographique pulmonaire** (datant de moins d'un an)
6	Pulse Pouls	15	Reflexes patellar patellaires		
7	Blood pressure Pression artérielle	16	Réflexes plantar plantaires		
8	ECG	16	Eyes Vue	20	*Indicate date, place, number of film **Indiquer date, lieu, numéro du film
9	Tonsils Amygdales	17	Hearing Oùie		
Is the person examined at present in good health and enjoying a full working capacity?		yes / oui <input type="checkbox"/> no / non <input type="checkbox"/>		Considérez-vous que la personne examinée est en bonne santé et qu'elle jouit d'une capacité totale de travail	
Is there any affection or definite predisposition to a disease which may result in premature disability or constitute an impediment to the accomplishment of his or her functions?		yes / oui <input type="checkbox"/> no / non <input type="checkbox"/>		Présente-t-elle une affection ou une prédisposition nette à une maladie susceptible de la gêner dans l'accomplissement de ses fonctions?	
Other observations Autres observations					

Name (to be typewritten or printed) Nom (à la machine ou en majuscules)		Date
Exact address	Signature, examining Physician

The examining doctor is requested before sending this report to verify that the questionnaire, page 1 of this form, has been fully completed by the candidate and that all the results of the investigations required are given on the report. Incomplete reports are a major source of delay in recruitment.

This is to certify that Mr/Ms _____ born on _____ has been examined today by the undersigned and found to be in good physical and mental health, and fit for the proposed post.

Place and date:

Physician's name and signature:

IX. Arbitration

- I. If, upon receipt of the UNDP Administrator's final decision on the appeal of a Refugee UN Volunteer in a recourse procedure (see above Section XVII.B), the Refugee UN Volunteer wishes to contest it further, he or she must request in writing (clearly indicating the name and with signature), within one month of receiving the UNDP Administrator's final decision, that the matter be submitted to arbitration. Such a written request shall be sent to the UNDP Administrator with a copy to the UNV Executive Coordinator, clearly stating the issue to be put to arbitration and quantify the claim to be arbitrated.
- II. Upon receipt of a request for arbitration as provided in paragraph 1. above, a reply will be sent by the UNDP Legal Support Office/Bureau of Management or the UN Office of Legal Affairs (OLA) to the claimant to confirm receipt.
- III. a) Arbitration will be conducted by a single, qualified, and independent arbitrator designated by agreement of both parties who is not a staff member of a UN organization.
b) If both parties cannot agree on a single arbitrator, then a panel of three arbitrators will be convened. Each party will designate a qualified and independent arbitrator who is not a staff member of a UN organization. The two designated arbitrators will then select a third qualified and independent arbitrator who is not a staff member, who shall then function as chairman.
c) Any question relating to the qualification or admissibility of an arbitrator will be resolved by recourse to UNCITRAL rules.
- IV. The location for arbitration proceedings shall generally be New York. However, if both parties agree, the arbitration proceedings may be conducted in Geneva. The cost for the panel member appointed by the claimant will be borne by both parties and the arbitrator may apportion costs pursuant to UNCITRAL rules.
- V. 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(s) may exceptionally authorize oral proceedings if necessary, and 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(s) regarding the need to furnish a requested document.
- VI. No arbitration proceedings will commence without both parties furnishing a deposit sufficient for the arbitrator(s) to commence proceedings, unless, upon a written request by one of the parties setting forth valid reasons, the arbitrator decides otherwise. If there is more than one arbitrator, then the chairman shall make the decision on such a request.

VII. The proceedings of the arbitration panel will include consideration of the following written submissions:

- a) The claimant's statement that shall be submitted within one month of receiving notification of the composition of the arbitration panel;
- b) The answer by the Administration which will be submitted within one month of receiving the claimant's statement;
- c) Such rebuttal as the claimant may wish to make within two weeks of receipt of the Administration's answer;
- d) Such reply as the Administration may wish to make within two weeks of receipt of the claimant's rebuttal; and
- e) Any other statement or information supplied at the request of the arbitration panel.

VIII. The arbitrator or in the case of a panel, the chairman, shall decide on any extension of the time limits for written submissions above upon a showing of a reasonable basis for providing such an extension. The other party to the arbitration shall have an opportunity to present any objections to such an extension, which shall be made in writing within five days of receipt of the request for an extension by the other party.

IX. Either party may request in writing that the arbitrator(s) be periodically provided with an advance against future costs, and that arbitration only proceed when the appropriate advance from both parties has been received. The arbitrator will make the final determination in any such request. If there is more than one arbitrator, then the chairman shall make the decision on such a request.

X. Subject to the conditions and limitations indicated in the preceding sections concerning arbitration, arbitration proceedings will be conducted according to UNCITRAL rules.

XI. The decision of the arbitrator, or in the case of an arbitration panel of three, the majority, shall constitute final settlement of the dispute and will be binding upon both parties.

X. UNV Medical Insurance General Coverage Details

1. The medical insurance scheme provides for reimbursement of medical, hospital and dental treatment costs up to a maximum of US\$ 25,000 per beneficiary in any 12 consecutive months (effective entry on duty date) subject to the following limitations:
 - a. Under the medical insurance scheme, medical treatment prescribed by qualified doctors, including doctors' fees are reimbursed at the rate of 100 per cent of the costs involved.
 - b. The costs of hospital services including such items as bed and board, general nursing services, use of operating room and equipment, use of recovery room and equipment, laboratory examinations, X-ray examinations and drugs and medicines for use in the hospital are reimbursed at the rate of 100 per cent. However, if the hospitalization occurs in Europe or North America, the maximum reimbursement is limited to charges for a two-bed room.
 - c. Reimbursement for dental care, including the cost of false teeth, crowns, bridges, other similar appliances, and demo-facial orthopaedics will be up to US\$ 500 per beneficiary in any 12 consecutive months.
 - d. The costs of psychiatric treatment including a licensed psychoanalyst, a licensed psychologist or a licensed psychiatric social worker are reimbursable only if a psychiatrist or a qualified physician refers the patient. The costs in respect of the insured person is reimbursable at the rate of 100 per cent of the reasonable and customary fee level to a maximum reimbursement of US\$500 in any 6 consecutive months.
 - e. The costs of physiotherapy and radiological treatment are reimbursable only if the doctor has referred the patient to the specialists in attendance.

2. The medical insurance scheme does not extend to:
 - a. Periodic preventive health examinations;
 - b. Preventive dental care;
 - c. Hearing aids, spectacles, fees for eye tests for glasses and costs of spa cures;

 - d. The consequences of sickness or accidents resulting from voluntary and intentional action on the part of the beneficiary or the insured person e.g. attempted suicide or voluntary mutilation;
 - e. Beneficiaries or insured persons who are mobilized or who volunteer for military service in time of war;
 - f. The results of wounds or injuries resulting from motor vehicle racing and dangerous competitions in respect of which betting is allowed. Normal sports competitions are covered;

- g. The consequences of insurrections or riots if, by taking part, the beneficiary or the insured person has broken the law; the consequences of brawls, except in cases of self-defence;
- h. Rejuvenation cures and cosmetic treatment. Cosmetic surgery is covered however, where it is necessary as a result of an accident for which coverage is provided;
- i. The direct or indirect results of explosions, heat release or irradiation produced by transmutation of the atomic nucleus or by radioactivity or resulting from radiation produced by the artificial acceleration of nuclear particles;
- j. Expenses for, or in connection with, travel or transportation, whether by ambulance or otherwise. However, charges will not be excluded for professional ambulance service used to transport the beneficiary between the place where he/she is injured by an accident or stricken by disease and the first hospital where treatment is given.



Nous sommes
l'inspiration
en action



We are inspiration in action

We are
**inspiration
in action**