



# **Manual of Regulations**

**consisting of**  
**Financial Regulations, Financial Procedures**  
**Staff Regulations, Staff Rules,**  
**and Other Rules**

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ISA Secretariat

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## **1. FINANCIAL REGULATIONS**

### **Article 1. Scope and Definitions**

#### **Regulation 1.1.**

These regulations shall govern the financial administration of the International Solar Alliance (ISA).

#### **Regulation 1.2.**

For the purpose of these regulations, the following definitions shall apply:

- a) "Assembly" means the Assembly as set out in Article IV of the ISA Framework Agreement.
- b) "Appropriations" means the aggregate of the expenditure authorisations approved by the Assembly for the regular/ operating budget of ISA for a financial period against which expenditures may be incurred for purposes approved by the Assembly.
- c) "Budget" shall mean the budget for a period of one calendar year adopted by the Assembly indicating estimated resources and expenditures for financial periods. The Budget includes the operating costs of the Secretariat and the Assembly and all costs related to support functions and cross-cutting activities of ISA.
- d) "Committee" means a committee appointed by the Assembly as deemed necessary for assisting the Assembly on financial matters.
- e) "Commitment" means a written commitment of monies against an allotment for which expenditure authority has been granted.
- f) "Contribution" shall mean voluntary contributions made in accordance with the procedures set out in Article VI of the ISA Framework Agreement.
- g) "Corpus Fund" shall mean the capital, and funds generated and kept for the existence and sustenance of the organisation. Corpus Fund means the permanent fund kept for the basic expenditure needs for the administration and survival of the organisation. Such funds can also be dedicated to organisational activities such as Awards etc.
- h) "Ex gratia payment" shall mean a payment where there is no legal liability but where payment is justifiable in light of the circumstances.
- i) "Framework Agreement" means the Framework Agreement for the establishment of the International Solar Alliance (ISA).
- j) "Financial Regulations" means these Financial Regulations including the Financial Procedures of ISA.
- k) "ISA" means the International Solar Alliance.
- l) "Member" means any member of ISA, having ratified, accepted or approved the Framework Agreement as per its provisions set out in Articles VII (1) and III (2).
- m) "Open commitment" means a financial commitment, or that portion of a commitment, for which goods or services are not yet delivered and for which payment is due.
- n) "Prospective Budget" means estimated resources and expenditures for the year following the calendar year for which the budget has been proposed.
- o) "Programmes, projects and activities" means the Programmes, projects and activities of ISA as set out in Article III of the Framework Agreement.
- p) "Secretariat" means the Secretariat of ISA as set out in Article V of the Framework Agreement.
- q) "Short-term investments" are investments for a period not exceeding twelve months.

- r) “Staff” means all Staff of the Secretariat who serve under the Letter of Appointment subject to the Staff Regulations and who have been appointed by the Director General under Article V paragraph (3) of the Framework Agreement;
- s) “Other Personnel” means Experts/Consultants, Individual Contractors, Officers on deputation or Project Based Secondees, Interns and other individuals who may be engaged under such terms and conditions.
- t) “Officials” means all Staff, Secondees, project Based Secondees and other Personnel of the Secretariat.

## **Article 2. Financial and Budget Periods**

### **Regulation 2.1. Financial Period**

The financial period shall be one Gregorian calendar year.

### **Regulation 2.2. Budget Period**

The Budget Period for the proposed programme shall consist of the next Financial Period, as set out in Financial Regulation 2.1, succeeding an Assembly Session. Any deviation in the periodicity has to be explained to the Assembly with justification.

### **Regulation 2.3. Prospective Budget**

Along with the Budget, the Prospective Budget for the year following the next calendar year shall be proposed.

## **Article 3. Budget**

### **Regulation 3.1. Preparation and submission**

The Secretariat shall prepare a draft work programme and a draft Budget. The Secretariat will also prepare a Prospective Budget for the next Financial Period succeeding the Financial Period for which the draft Budget is proposed. The draft work programme and the draft Budget along with the Prospective Budget shall be placed before the Standing Committee and on recommendation of the Standing Committee shall be presented by the Director General on the opening of the Assembly session.

### **Regulation 3.2. Form of the Budget**

- a) The draft Budget and the Prospective Budget shall cover income and expenditures for the Budget Period to which it relates.
- b) The draft Budget shall be divided into Programmes in accordance with Article III of the Framework Agreement. Programme narratives shall set out objectives and expected accomplishments.
- c) The draft Budget shall give an overview of past and planned activities of the Secretariat and indicate priorities. It shall be accompanied by such information, annexes and explanatory statements as may be requested by the Assembly or as the Director General may deem necessary, including details on the changes from the previous Budget Period.
- d) The draft Budget shall mention Staff and other Personnel requirements and associated liabilities for the calendar year and the future.

**Regulation 3.3. Currency**

The Budget and the Prospective Budget shall be presented in United States Dollars (USD).

**Regulation 3.4. Adoption**

The Budget shall be approved by the Assembly in accordance with Articles IV (4) and VI of the Framework Agreement.

**Regulation 3.5. Supplementary Budget**

The Secretariat shall submit a Supplementary Budget, after careful examination of available resources for their possible reallocation (and taking into account Regulation 4.6 concerning the transfer of funds) that there is an urgent and unforeseen need for supplementary resources and allocations to support activities that could not have been envisaged at the time the initial budget was proposed or in respect to decisions taken by the Assembly. Such Supplementary Budget shall be prepared and acted upon in a form and manner consistent with the regular budget for the Budget Period except that it need not be considered and adopted at a regular session of the Assembly or by circulation to Member Countries. Such Supplementary Budget shall be placed for approval before the Standing Committee, either by circulation or in its regular session. The Supplementary Budget will be acted upon only after the approval of the Standing Committee. Such approved Supplementary Budget shall be placed for ratification in the next Assembly.

**Article 4. Appropriations**

**Regulation 4.1. Authorisation to incur expenditures**

The appropriations adopted by the Assembly shall constitute an authorisation to the Director General to incur commitments and expend funds for the purposes for which the appropriations were approved and up to the amounts so approved.

**Regulation 4.2. Availability**

Appropriations shall be available for entering into commitments during the Budget Period to which they relate. Appropriations shall remain available for twelve months following the end of the Budget Period to which they relate to the extent that they are required to discharge any open commitments of the Budget Period for which they were appropriated.

**Regulation 4.3. Uncommitted balances**

The balance of the appropriations remaining uncommitted at the close of the Budget Period shall be treated as a cash surplus under Regulation 4.5.

**Regulation 4.4. Open commitments**

At the end of the twelve months provided for in Regulation 4.2, any open commitments of the Budget Period in question shall at that time be cancelled or, where the commitment remains a valid charge, be transferred as a commitment against current appropriations. Then the remaining balance of appropriations retained shall form part of any cash surplus of the budget and shall be treated in accordance with Regulation 4.5.

**Regulation 4.5. Cash surplus and net adjustments**

Subject to Regulation 4.4, any cash surplus for the Budget Period at the close of the Financial Period of the budget shall be treated as cash reserve, to be carried forward for allocation in the subsequent budgets. This cash surplus, on priority, will be adjusted and utilised against arrears of voluntary contributions. Cash surplus, if any, for the Budget Period at the close of the financial year of the Budget with regard to any specific Programme of ISA, other than administrative costs, may be apportioned to contributing members, in consultation with them in the ratio to their contributions, participating in the Programme.

**Regulation 4.6. Transfers between appropriation Programmes**

The Director General may make appropriation/transfers between Programmes up to such limit as the Assembly may set.

**Regulation 4.7. Commitments for future Financial Periods**

The Director General may enter into commitments for future Budget Periods provided that such commitments are:

- a) For Programmes, projects and activities which have been approved by the Assembly and are expected to continue beyond the end of the current Budget Period; or
- b) Authorised by a specific decision of the Assembly.

**Regulation 4.8. Cash balances**

The Director General shall prudently manage the appropriations approved for the Budget Period to ensure that expenditures can be met from funds available, keeping in view the actual contributions received and the availability of cash balances.

**Article 5. Corpus Fund**

**Regulation 5.1. Corpus Fund (targeted amount of USD 1000 Million)**

Contributions to the Corpus Fund, under the relevant subhead, will be maintained in the account(s) without any debit from the principal amount. The revenue accrued annually from the Corpus Fund shall only be spent once the Host Country ceases to finance the annual recurring expenditure of ISA. Till such a period, the revenue generated from the Corpus Fund shall be treated as part of the Corpus Fund only.

**Article 6. Voluntary and Other Contributions**

**Regulation 6.1. Scope and Scale of Contributions**

- a) Appropriations shall be financed in accordance with Article VI of the Framework Agreement.
- b) Countries proposing and participating in specific Programmes shall assess and mobilise funds for that Programme, with the support and assistance of the Secretariat.

**Regulation 6.2. Acceptance**

Voluntary Contributions, gifts, bequests and subventions to ISA, whether or not in cash, may be accepted by the Director General on behalf of ISA for a purpose agreed between the Director General and the contributor, provided that the purposes for which the contributions are made are consistent with the policies, aims and activities of ISA and provided that the acceptance of such

contributions which directly or indirectly involve additional financial liability for the Organisation is authorised by the Assembly. Funding accepted for purposes specified by the donor shall be credited to the appropriate account under Regulation 11.5.

**Regulation 6.3. Utilisation of Voluntary Contributions**

Voluntary Contributions unless provided for any specific activity, shall be utilised as far as possible for the following;

- a) Revenue-producing activities
- b) Investment
- c) Services
- d) Miscellaneous

**Regulation 6.4. Reporting**

The Director General shall report annually/periodically to the Assembly all Voluntary Contributions, gifts, bequests and subventions accepted by the Secretariat on behalf of ISA. Such a report shall include, at a minimum, the donor, the amount of the contribution, and all associated terms and conditions.

**Regulation 6.5. Information by the Director General**

After the Assembly has adopted the budget and the ISA scale of finance, the Director General shall:

- a) Submit the relevant documents to Member/ Signatory Countries of ISA;
- b) Inform contributors of their commitments if any, in respect of Annual Voluntary Contributions; and
- c) Request contributors to remit their contributions and advances.

**Regulation 6.6. Date of payment**

Deleted.<sup>1</sup>

**Regulation 6.7. Currency of payments**

Contributions<sup>2</sup> to the Programme fund of ISA shall be paid in USD unless decided otherwise by the Secretariat.

**Article 7. Custody of funds**

**A. Internal Accounts**

**Regulation 7.1. General Fund**

There shall be established a General Fund for the purpose of accounting for the administrative costs of ISA and its core activities as can be assessed from Article VI of the Framework Agreement.

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<sup>1</sup> The Regulation is deleted pursuant to approval of the Assembly during its Seventh Session since ISA does not have Assessed Contributions and all contributions are voluntary.

<sup>2</sup> Term 'Assessed Contributions' is deleted and replaced with "Contribution" pursuant to approval of the Assembly during its Seventh Session for reasons mentioned above (ibid).

**Regulation 7.2. Voluntary Contributions**

Voluntary Contributions, referred to in Article VI of the Framework Agreement, shall be credited to the General Fund if they are not restricted by the contributor with respect to use. These contributions shall be treated as miscellaneous revenue in the accounts of the financial period.

**Regulation 7.3. Dedicated Trust Funds and Accounts**

Dedicated trust funds and accounts may be established by the Director General as may be necessary to ensure transparent implementation of the ISA activities, such as to enable appropriate accounting of work programme activities of ISA which are not part of the core activities (supplementary programme activities). The Director General shall establish such a trust fund at the request of a donor to facilitate its contribution. The purpose and limits of each trust fund or account shall be clearly defined by the Director General and shall be reported to the Assembly. Unless otherwise authorised by the Assembly, these funds and accounts shall be administered in accordance with the applicable ISA Financial Regulations and Procedures. The Director General shall set a minimum threshold of contribution for establishing such a dedicated trust fund.

**Regulation 7.4. Miscellaneous Income<sup>3</sup>**

All other income except:

- a) Voluntary contributions; and
- b) Refund of expenditures

shall be classed as miscellaneous income, for credit to the General Fund.

**B. Banking****Regulation 7.5.**

The Director General shall designate the bank or banks in which the funds of ISA shall be kept.

**C. Investments****Regulation 7.6. Investments**

The Director General may make investments of monies not needed for immediate requirements only in accordance with investment criteria approved by the Assembly and shall annually/ periodically report to the Assembly on any such investments. Prior to any initial investment, the Secretariat must submit and secure approval of investment standards from the Assembly. In making investments, the Director General shall place primary emphasis on minimising the risk to principal funds while ensuring the liquidity necessary to meet the cash-flow requirements of ISA.

**Regulation 7.7. Crediting of revenue derived from investments**

Revenue derived from investments shall be credited to the respective fund or account.

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<sup>3</sup> Deleted 'Assessed Contributions' in line with deletion of Regulation 6.6 pursuant to approval of the Assembly during its Seventh Session.

## **Article 8. Procurement**

### **Regulation 8.1. General principles**

Procurement functions include all actions necessary for the acquisition, by purchase, lease or any other appropriate means, of property, including products and real property, and for the acquisition of services, including building works. For the purposes of the present regulations, procurement shall not be deemed to refer to the acquisition of services provided under employment contracts. The following general principles shall be given due consideration for all procurement transactions:

- a) Fairness, integrity and transparency of the procurement process;
- b) Best value for money;
- c) Effective competition;
- d) The best interests of ISA.

### **Regulation 8.2. Tendering process**

Tenders for equipment, supplies and other requirements shall be conducted in accordance with the terms of the Financial Procedures, as established under Regulation 9.1.

## **Article 9. Internal Control**

### **Regulation 9.1. Administration of appropriations**

The Director General shall:

- a) Establish detailed Financial Procedures to ensure effective financial administration and the exercise of utmost economy;
- b) Maintain accounting records;
- c) Maintain separate accounts for all dedicated trust funds and accounts;
- d) Cause all payments to be made on the basis of supporting vouchers and other documents which ensure that the services or goods have been received, and that payment has not previously been made;
- e) Prescribe appropriate procurement procedures;
- f) Maintain an internal financial control which shall provide for an effective current examination and/or review of financial transactions to ensure:
  - i) The regularity of the receipt, custody and disposal of all funds and other financial resources of ISA;
  - ii) The conformity of commitments and expenses with the appropriations or other financial provisions voted by ISA or with the purposes and procedures relating to dedicated trust funds and accounts; and
  - iii) Prudent use of the resources of ISA.

### **Regulation 9.2. Authority and responsibility**

No obligations shall be incurred until appropriate authorisations have been made in writing under the authority of the Director General.

### **Regulation 9.3. Ex gratia and Incentive Payments**

The Director General may make such ex gratia and incentive payments as she/he deems necessary in the interest of ISA, up to such limits and quantum approved by the Assembly. A statement of

such payments shall be submitted to the External Auditor [Article VI (6)] with the financial statements. The procedure for making payments will be governed by the Financial Procedures to be framed under Regulation 12.1.

## **Article 10. Internal Oversight**

### **Regulation 10.1. Purpose**

The Director General shall establish an internal oversight mechanism which covers internal audit, evaluation, investigation and other management support to strengthen the functioning of ISA. The internal oversight mechanism shall exercise operational independence in the conduct of its duties under the authority of the Director General, and will be responsible for:

- a) Assuring that Programmes and plans are delivered effectively, that strategic management information is reliable and timely, and that continuous improvements are fostered in methods and procedures to enhance the quality of the ISA operations; and
- b) Identifying major risks for ISA and proposing remedial action to minimise such risks. The Director General may remove the internal auditor only for cause with prior approval of the Assembly.

### **Regulation 10.2. Role and Functions**

Within the internal oversight mechanism, independent internal audits shall be conducted in accordance with Regulations and conformity with generally accepted auditing standards. Internal auditors shall review, evaluate and report on the use of financial resources and the effectiveness, adequacy and application of internal financial control systems, procedures and other relevant internal controls. Internal audits shall also include the following elements:

- a) Compliance of financial transactions with Assembly decisions, resolutions, approved Programmes and other legislative mandates, with Regulations, Procedures and related administrative directives and with the approved recommendations of external oversight bodies;
- b) Economy, efficiency and effectiveness of financial, physical and human resources management and utilisation, and programme delivery, including by examining the structure of ISA and its responsiveness to the requirements of programmes and legislative mandates and by conducting management audits.

### **Regulation 10.3. Scope**

The Director General shall:

- a) Ensure that the internal auditor has the operational independence, objectivity and authority to conduct internal audits, inspections, evaluations, investigations and monitoring;
- b) Ensure that the internal auditor has access to all records and officials of ISA relevant to the purposes listed in Regulation 10.2;
- c) Instruct programme managers to provide such information or assistance to the internal auditor as is reasonably required to conduct its work;
- d) Ensure that procedures are in place that provide for:
  - i) direct confidential access of Staff to the internal oversight mechanism, including suggesting improvements for programme delivery or for reporting perceived cases of misconduct;

- ii) protection of Staff against repercussions;
  - iii) due process for all parties concerned; and
  - iv) fairness during any investigation;
- e) Ensure procedures for a prompt, effective follow-through on recommendations in, or derived from, reports of the internal auditor.

**Regulation 10.4. Reporting**

- a) Reports on each separate audit, inspection, evaluation, investigation and monitoring activity shall be submitted to the Director General. For each report, the relevant programme managers shall be afforded adequate opportunity to consider and comment upon the observations and draft recommendations. Copies of all reports and accompanying comments by the Director General shall be provided to the External Auditor [Article VI (6)];
- b) The Director General shall report at each Assembly Session on internal audit recommendations and actions taken;
- c) The internal auditor shall submit a comprehensive, independent annual report to the external auditor of recommendations made and actions taken, which shall be considered by the external auditor;
- d) Matters that, in the judgment of the internal auditor, present a material risk to ISA, and which are not addressed through (b), shall be immediately forwarded, accompanied by relevant documentation, including any correspondence to the Director General.

**Article 11. Financial statements and accounts**

**Regulation 11.1. Preparation of financial statements**

The financial statements for the Financial Period shall be submitted annually by the Director General to the External Auditor at the end of the Financial Period. The financial statements for the Financial Period shall show:

- a) Statement of financial position;
- b) Statement of financial performance;
- c) Statement of changes in net assets;
- d) Statement of cash flow;
- e) Statement of comparison of budget and actual amounts; and
- f) Notes to the financial statements.

**Regulation 11.2. Submission of financial statements**

The Director General shall submit to the Assembly financial statements for the past Financial Period at least 30 days before the opening of the regular session.

**Regulation 11.3. Financial statements for special purposes**

Financial statements shall also be prepared at such other intervals as may be prescribed by the Director General or requested by the Assembly. Financial statements for special periods or parts of the budget shall be prepared and submitted consistent with the stipulations of these Regulations.

**Regulation 11.4. Maintenance and protection of accounting records**

The Director General shall maintain and safeguard against damage, destruction, unauthorised

access and removal of such accounting records as are necessary for financial reporting and management purposes.

**Regulation 11.5. Separate Accounts**

Appropriate separate accounts shall be maintained for all trust funds and accounts. Unless otherwise authorised by the Assembly, these funds and accounts shall be administered in accordance with the applicable ISA Regulations and Procedures.

**Regulation 11.6. Currency of accounting records**

The financial statements of ISA shall be presented in USD and/or Indian National Rupee (INR). Accounting records may, however, be kept in such currency or currencies as the Director General may deem necessary.

**Regulation 11.7. Writing off of cash, receivables and property**

The Director General may, after full investigation, authorise the writing off of losses of assets, including cash, inventories and property, plant and equipment, provided that a statement of all such amounts written off shall be submitted to the External Auditor with the financial statements.

**Regulation 11.8. External Audit**

The accounts and financial management of all funds governed by these Regulations shall be subject to an annual audit, and the arrangements for such audit shall take into account the international nature of ISA and ensure an open and competitive process for the selection of the External Auditor.

**Article 12. General Provisions**

**Regulation 12.1. Financial Procedures**

- a) The Director General shall develop Financial Procedures for ISA as may be appropriate for the implementation of these Regulations and shall report thereon to the Assembly. The Procedures may be guided by the United Nations common system as long as they are not inconsistent with the Regulations.
- b) The Director General shall report to the Assembly the full text of provisional new and/or amended Financial Procedures for adoption. If the Assembly is of the view that the Provisional Procedure or Amendment is inconsistent with the intent and purpose of the Financial Regulations, it may direct that the Procedure or Amendment be withdrawn or modified.
- c) The Provisional Procedures and amendments reported by the Director General, taking into account such modifications and/or deletions as may be directed by the Assembly, shall enter into full force and effect after the adoption of the Assembly.

**Regulation 12.2. Relation of Provisions**

In the event of any conflict between any provisions of these Regulations and the Framework Agreement, the provisions of the Framework Agreement shall prevail. In the event of any conflict between these Regulations and the Financial Procedures, these Regulations shall prevail.

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## **2. FINANCIAL PROCEDURES**

### **Chapter 1. Scope and definitions**

#### **Procedure 1.1. Applicability**

The present Procedures shall govern all the financial management, and activities of ISA except as may otherwise be provided. In the application of the Financial Regulations and Financial Procedures (hereinafter the “Financial Regulations and Procedures”), the ISA officials may be guided by the United Nations common system principles of effective and prudent financial management and the exercise of economy.

#### **Procedure 1.2. Compliance**

All ISA officials are obligated to comply with the Financial Regulations and Procedures, and any directives issued by the Director General in this regard forthwith. Any ISA official who contravenes the Financial Regulations and Procedures or corresponding directives, may be held personally responsible and financially liable for the consequences of such action and may be subject to disciplinary action in accordance with Article 11 of the Staff Regulations read with the Staff Rule 11.1.

#### **Procedure 1.3. Definitions**

For the purpose of these Procedures, the definitions set forth in Regulation 1.2 of the Financial Regulations shall apply.

### **Chapter 2. Financial and Budget Period**

#### **Procedure 2.1. Financial Period**

The Financial Period for all regular activities shall be the Gregorian calendar year, irrespective of whether these activities encompass an entire year or a portion thereof as mentioned in the Financial Regulation 2.1.

### **Chapter 3. Budget**

#### **Procedure 3.1. Preparation and submission**

The Secretariat or a specific committee appointed for this purpose, under the authority of the Director General shall prepare the work programme, draft budget and prospective budget proposal for the following Budget Period at such times and in such details as it deems necessary and in accordance with the Financial Regulations and Procedures and any other applicable directives and policies (Financial Regulation 3.1).

#### **Procedure 3.2. Form of Budget**

The proposed work programme and Budget as mentioned in Regulation 3.2 of the Financial Regulations shall contain the:

- a) for each programme as enshrined in Article III of the Framework Agreement, narratives, objectives and expected results, together with indicators for achievement and implementation deadlines.

- b) a statement of estimated income and expenditures including financial and human resources requirements by Programme and by nature of expenditure in a consolidated form, as well as separately for Headquarters and other offices.
- c) a detailed and updated organisation chart.
- d) any additional information as deemed necessary by the Director General.
- e) All decisions regarding specific Programme are taken by the Members participating in this Programme in accordance with Article IV (5) of the Framework Agreement.

**Procedure 3.3. Publication of Budget**

The Director General shall arrange for the publication of the Budget in accordance with Article VI of the Framework Agreement subject to the approval of the Assembly.

**Procedure 3.4. Supplementary Budget**

In accordance with the Financial Regulation 3.5, unless a Supplementary Budget is submitted pursuant to a decision taken by the Assembly, the Supplementary Budget submitted by the Director General shall reflect changes in the financial and human resources requirements associated with:

- a) activities which the Director General considers to be of the highest urgency and which could not have been foreseen at the time the initial programme of work and budget proposals were prepared;
- b) transfers of appropriations between Programmes under Regulation 4.6 of the Financial Regulations, provided that such transfers fall within the limits set by the Assembly;
- c) activities mentioned in earlier programme of work and budget proposals as items for which later submissions would be made; and
- d) unplanned inflation, mandatory salary scale adjustments, and currency fluctuations.

**Procedure 3.5. Reporting of unforeseen and extraordinary expenses**

Pursuant to Regulation 3.6 of the Financial Regulations, the Director General shall report to the Assembly within the required timeframe any unforeseen and extraordinary expenses requiring a transfer between appropriation programmes within the limits set by the Assembly under Regulation 4.6 of the Financial Regulation.

## **Chapter 4. Appropriations**

**Procedure 4.1. Transfers between appropriation Programmes**

In accordance with Financial Regulation 4.6:

- a) The Director General may make transfers within each Programme of the approved budget, as deemed necessary.
- b) Transfer of appropriations between Programmes of the approved budget may be made by the Director General up to the limits set by the Assembly and shall submit for information to the Assembly pursuant to Financial Regulation 3.6.

**Procedure 4.2. Commitments for future Financial Periods**

The Director General in accordance with Financial Regulation 4.7 shall maintain a record in the account of a commitment for future Financial Periods, which shall constitute the first charge against the relevant appropriation, once the appropriation has been adopted by the Assembly.

### **Procedure 4.3. Management of appropriations**

The Director General in accordance with Financial Regulation 4.8 shall be responsible for:

- a) maintaining an adequate internal control framework and providing clear documentation that such controls are in place;
- b) directing and supporting relevant managers on the implementation of the Financial Regulations and Procedures;
- c) ensuring the timely and appropriate reporting of all financial operations;
- d) monitoring financial management throughout ISA, to ensure consistency with the Financial Regulations and Procedures, directives and policies, and taking corrective measures, as appropriate; and
- e) monitoring each Division's expenditures to ensure that they are maintained within approved authority levels and budgets.

## **Chapter 5. Corpus Fund**

### **Procedure 5.1.**

The Secretariat will make proposals before the Assembly to establish and enhance the Corpus Fund which will generate revenues for the budget of ISA in conformity with Article VI (2) of the Framework Agreement.

## **Chapter 6. Voluntary and Other Contributions**

### **Procedure 6.1.**

Appropriations shall be financed in accordance with Article VI of the Framework Agreement. The scale of Voluntary Contributions shall be explored by the Secretariat on a continuous basis and shall be evaluated by the Assembly on an annual basis in accordance with Article 6 of the Financial Regulations. Voluntary Contributions from the United Nations and its agencies, Members, Partner Countries, sub-sovereign agencies, other countries, the public sector, the private sector, foundations and others will be maintained under separate subheads.

The Secretariat will extend support and assistance to the countries, when sought by them, in assessing the financial resources to be mobilised by countries in this regard and bring such proposals before the Assembly.

### **Procedure 6.2. Information by the Director General**

The Director General shall implement Financial Regulation 6.4 at the earliest after the Assembly's decision to adopt the budget.

### **Procedure 6.3. Miscellaneous revenue**

- a) Within the same Financial Period, refunds of actual expenses incurred may be credited to the accounts against which they were originally charged, refunds of expenses incurred in prior Financial Periods shall be credited as miscellaneous revenue.
- b) Adjustments that arise subsequent to the closing of a dedicated trust fund or account referred to, shall be debited or credited against miscellaneous revenue.

#### **Procedure 6.4. Acceptance of Voluntary Contributions**

- a) In cases other than those approved by the Assembly, the receipt of any voluntary contribution, gift, bequest or subvention to be administered by ISA requires the approval of the Director General.
- b) Voluntary contributions, gifts, bequests and subventions to ISA which directly or indirectly involve additional financial liability for ISA may be accepted only with the approval of the Assembly.
- c) Gifts, bequests or subventions are to be defined and administered as voluntary contributions.
- d) The Director General may accept voluntary contributions in currencies other than United States dollars or Indian National Rupee, if the Director General is satisfied that:
  - i) The currencies are required to meet expenditures to be settled in the same currencies;
  - ii) The currencies represent freely transferable and readily usable funds throughout the country within which they are used or intended to be used, or, if the country is different, without the need for further negotiations with regard to exchange or other regulations or controls.

#### **Procedure 6.5. Other Contributions**

As per Article VI(1)(c) of the Framework Agreement, other contributions from revenue-generating activities of ISA, together with resource mobilisation by the Director General in conformity with, Article V (3) of the Framework Agreement shall constitute Other Contributions. The contributions made from various revenue-generating activities among others, will be maintained under separate subheads.

### **Chapter 7. Custody of funds**

#### **A. Internal accounts**

##### **Procedure 7.1. Dedicated Trust Funds and accounts**

- a) The Director General shall issue guidelines for the establishment and administration of dedicated trust funds and accounts. To ensure cost-effective administration, the Director General may determine a minimum contribution level below which he may refuse the establishment of a dedicated trust fund or account.
- b) A dedicated trust fund or account or contribution shall be established by the Director General based on a written agreement between ISA and the contributor(s). Unless otherwise provided by the Assembly, the trust fund and account, including the activities financed therefrom, shall be administered in accordance with the Financial Regulations and Procedures and other applicable directives and guidelines.
- c) The Director General shall establish policies to ensure that programme or administrative support costs will be charged on a cost recovery basis in respect of activities carried out under a trust fund or special account in conformity with Regulation 7.3 of the Financial Regulations.
- d) Contributions shall be paid in advance of the allocation made for the implementation of planned ISA Programmes, projects and activities.
- e) Notwithstanding the provision of Financial Procedure 107.1 (d), allocation may be made

based on receivable co-financing contributions, in accordance with risk guidelines established by the Director General.<sup>4</sup>

- f) Additional costs incurred by ISA in administering the contribution shall be fully covered by the contribution.

## **B. Banking**

### **Procedure 7.2. Bank accounts**

The bank accounts of ISA are to be opened in accordance with the following guidelines:

- a) Bank accounts shall be designated as “official accounts of International Solar Alliance”;
- b) Banks shall be required to provide regular statements to the official registered address of ISA;
- c) two signatures, or their electronic equivalent, shall be required on all cheques and other withdrawal instructions, including all requests for electronic modes of payment.

### **Procedure 7.3. Bank Signatories**

Bank signatories’ authority and responsibility is assigned by the Director General to the appropriate ISA officials which cannot be further delegated. Bank signatories cannot exercise the approving functions for entry into accounts of commitments and approving expenses related to contracts, agreements, purchase orders and other forms of undertaking, in accordance with Financial Procedure 9.4.

### **Procedure 7.4. Currency exchange limitations**

- a) Officials responsible for the operation of the ISA bank accounts or for holding the ISA cash instruments are not authorised to exchange one currency for another, except to the minimum extent necessary for the transaction of official business and for currency management.
- b) Local expenses should be made in local currency to the extent possible.

### **Procedure 7.5. Remittances to other offices**

The ISA offices outside Headquarters shall obtain their funds through remittances from Headquarters. In the absence of special authorisation from the Director General, those remittances shall not exceed the amount required to bring cash balances up to the levels necessary to meet the recipient office’s estimated cash requirements for the next two and a half months.

### **Procedure 7.6. Cash advances**

- a) Petty cash advances and cashier’s fund advances may be made only by and to officials designated for this purpose by the Director General.
- b) The relevant accounts shall be maintained on an imprest system and the amount and purpose of each advance shall be defined by the Director General.
- c) The Director General may approve other cash advances as may be permitted by the Staff

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<sup>4</sup> “Administrator” has been amended to “Director General” as the competent authority is the Director General pursuant to approval of the Assembly during its Seventh Session.

Regulations and Rules and directives issued by the Director General; and as may otherwise be authorised in writing by her/ him.

- d) Officials to whom cash advances are issued shall be held personally accountable and financially liable for the proper management and safekeeping of cash so advanced and must be in a position to account for these advances at all times. They shall submit monthly accounts unless otherwise directed by the Director General.
- e) The Director General shall establish the conditions under which advances may be made by remittances to implementing partners, if any.

**Procedure 7.7. Disbursements<sup>5</sup>**

- a) All disbursements shall be made by wire transfer, by electronic funds transfer or by cheque except to the extent that cash disbursements are authorised by the Director General.
- b) Disbursements shall be recorded in the accounts as at the date on which they are made, that is, when the cheque is issued, the transfer is affected or cash is paid out.
- c) A Payee's written receipt shall be obtained for all cash disbursements.

**Procedure 7.8. Reconciliation of bank accounts**

Every month, unless an exception is authorised by the Director General, all financial transactions, including bank charges and commissions, must be reconciled with the information obtained from the banks.

**C. Investments**

**Procedure 7.9. Investments**

The Director General shall ensure that funds are invested in such a way as to place primary emphasis on minimising the risk to principal funds while ensuring the liquidity necessary to meet the cash flow requirements of ISA. In addition to these criteria, investments shall conform to the investment standards approved by the Assembly. As referred to in the Financial Regulation 7.9.

**Chapter 8. Procurement**

**Procedure 8.1. Authority and responsibility**

Pursuant to Financial Regulation 8.0, the Director General shall ensure that the procurement activities of ISA are carried out in accordance with the Financial Regulations and Procedures and all other relevant directives and policies.

**Procedure 8.2. Procurement process**

- a) Procurement contracts shall be awarded to eligible suppliers on the basis of the general principles described in the Financial Regulations 8.1 and 8.2. The competitive process shall include:
  - i) identification of potential eligible suppliers;
  - ii) formal methods of solicitation, by means of invitations to bid (ITB) or requests for

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<sup>5</sup> Financial Procedure 7.7 (d) deleted as Annexure I is deleted pursuant to approval of the Assembly during its Seventh Session.

- proposals (RFP) on the basis of the advertisement or direct solicitation of invited suppliers, or requests for quotations (RFQ);
- iii) the Director General shall determine the appropriate method of solicitation for purposes of ensuring that the best value for money can be obtained;
  - iv) objective and transparent pre-established criteria for the evaluation of tenders.
- b) The Director General shall ensure that formal methods of solicitation (ITB, RFP, RFQ) be used for the procurement of goods and/or services for an estimated value of USD 150,000 or more and that informal method of solicitation be used for the procurement of goods and/or services for an estimated value below that amount, except in the case of minor purchases not exceeding USD 10,000.<sup>6</sup>
  - c) Notwithstanding the foregoing, the Director General may use formal methods of solicitation to procure goods and/or services for an amount lower than USD 150,000, as deemed necessary. The Director General shall establish all other conditions necessary for the use of formal and informal solicitation.
  - d) Swiss challenge, a process in public procurement, may also be opted with the approval of the Director General as the case may be. Typically, the Swiss challenge is applied when a public authority which has received an unsolicited bid for a project publishes details of the bid and invites third parties to match or exceed it.

### **Procedure 8.3. Contracts Review Committee**

- a) The Director General shall establish a Contracts Review Committee (CRC) to provide written advice to the Director General or such other officials as the Director General may deem appropriate in respect of procurement actions leading to the award or amendment of procurement contracts to be entered into which are of a significant financial value. The CRC shall render written advice on contracts to be entered with a single contractor with respect to a single requisition or a series of related requisitions received during a 12-month period - valued at USD 50,000<sup>7</sup> or more. The Director General shall establish the composition and the terms of reference of the CRC, which may include additional types of proposed procurement actions subject to its review.
- b) Where the advice of the CRC is required, no final action leading to the award or amendment of a procurement contract may be taken before such advice is received. In the event that the Director General decides not to accept the advice of the CRC, the reasons for that decision shall be recorded in writing.

### **Procedure 8.4. Exceptions**

- a) The Director General may, exceptionally, waive the requirement to use formal methods<sup>8</sup> of solicitation in cases where:
  - i) there is no competitive marketplace for the requirement, such as where a monopoly exists; prices are fixed by legislation or government principle; or the requirement

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<sup>6</sup> Change in purchase authorisation limit to USD 10,000 in line with practices of the United Nations common system pursuant to approval of the Assembly during its Seventh Session.

<sup>7</sup> Revision of the amount from USD 150,000 to USD 50,000 in line with the United Nations practice for setting up a procurement committee in case the value of requisitions received in a 12- month period to USD 50,000 or more pursuant to approval of the Assembly during its Seventh Session.

<sup>8</sup> Informal methods of solicitation deleted pursuant to approval of the Assembly during its Seventh Session.

- involves a proprietary product or service;
- ii) the requirement needs to be standardised;
- iii) offers for identical products and services have been obtained competitively within a reasonable period and the prices and conditions offered are considered to remain competitive;
- iv) within a reasonable prior period, a formal solicitation for similar products and services has not produced satisfactory results;
- v) the proposed contract is the result of cooperation with another international organisation/Government/Government body, academic and research entities, not-for-profit entities including both government and non-government;
- vi) The proposed contract is for a government or government-owned body with a good track record in the specialised area of performance.
- vii) the Assembly has authorised the waiver;
- viii) There is a genuine exigency for the requirement.<sup>9</sup>

*An exigency is an exceptional, compelling, and emergent need, not resulting from poor planning or management or concerns over the availability of funds. An exigency exists if the lack of action will lead to serious damage, loss, or injury to property or persons if not addressed immediately, (i.e., emergencies or force majeure, or other compelling circumstances which are not due to lack of planning or slow administrative process within the UN).” If there is to be an exception to using formal methods of solicitation for reasons of exigency, then the procurement official must document how exceptions to formal methods of solicitation will meet the schedule and the adverse impact, such as damage, loss, or injury to property or persons if formal solicitation was to take place. The procurement official should also confirm the reasonableness of the price (e.g. through comparing prices with previous purchase prices, etc.) and the justification for selecting a particular vendor over any other.*

- b) The Director General shall determine to what extent the advice of the CRC be sought in cases where a waiver is proposed.
- c) A written record shall be maintained of all cases in which the requirement for formal or informal methods of solicitation has been waived.
- d) In cases where the above waiver has been made pursuant to paragraph (a) of this Procedure, the Director General may award a procurement contract, on the basis of a directly negotiated contract, to a qualified supplier/consultant whose offer substantially conforms to the requirement at an acceptable price.

#### **Procedure 8.5. Cooperation with other international organisations**

ISA may cooperate with other international/Government organisations to meet its procurement requirements, provided that those organisations carry out their procurement activities in accordance with Regulations, Rules and general principles that are consistent with those of ISA. The Director General may enter into agreements for such purposes. As a result of such cooperation, ISA

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<sup>9</sup> Addition of 108.4 [a (viii)] pursuant to approval of the Assembly during its Seventh Session, an exception to formal methods for exigency so that the Secretariat can effectively manage situations where goods or services are required in short notice or in emergency situations and solicitation may unduly cause delays. This is in line with international standard practices on procurement, where the organisation reserves the authority to procure informally for exigency reasons.

may enter into a contract relying on a procurement decision of another international organisation or request another international organisation to carry out procurement activities, including contracting, for ISA. ISA may use a panel of consultants/suppliers/service providers of other international / government/government-owned organisations of repute.

**Procedure 8.6. Procurement Contracts**

Written procurement contracts shall be used to formalise every procurement action, except for minor purchases under conditions determined by the Director General. No contract shall be entered into on behalf of ISA except by the Director General or such other official duly authorised by her/him. When written contracts are used, they shall specify the following information (where applicable):

- a) nature of the products or services being procured;
- b) quantity being procured;
- c) contract or unit price;
- d) duration of the contract;
- e) conditions to be fulfilled by the supplier including the ISA general conditions of contracts;
- f) terms of delivery and payment;
- g) name and address of the supplier;
- h) supplier's bank details for payment.

**Procedure 8.7. Payments**

Except where normal commercial practice or the interests of ISA so require, no contract or other form of undertaking shall be made on behalf of ISA which requires a payment or payments on account in advance of the delivery of products or the performance of services. Whenever an advance payment is agreed to, the reasons for it shall be documented and retained.

**Procedure 8.8. Ethics**

Officials of ISA involved in a procurement action shall maintain an impeccable standard of integrity in all business relationships, both inside and outside ISA. Such ethical conduct shall be consistent with the Code of Conduct of the Staff Rules and apply in all dealings with the ISA donors, Governments, partners and the general public. Procurement Staff shall never use their authority or office for personal gain and will seek to uphold and enhance the standing of ISA.

## **Chapter 9. Internal Control**

**Procedure 9.1. Authority for utilisation of funds**

In accordance with Article 9 of the Financial Regulations the utilisation of all funds requires the prior written authorisation of the Director General. In providing such authorisation, the Director General may determine the maximum amount of the funds to be allocated, taking into account the prospects of payment of specific programme contributions and the likely level of voluntary contributions and other revenue to ISA.

The authorisation to use funds may take the form of:

- a) An allotment or allocation of funds to commit and expend specified funds for specified purposes during a specified period;
- b) An authorisation to employ Staff against an approved Staffing table.

**Procedure 9.2. Checks and balances**

The Director General shall ensure that all commitments and expenses require, at least, two signatures in conventional or electronic format (“certification” and “approval”), as follows:

- a) Certification by a Certifying Officer before an expense is incurred (Financial Procedure 9.3.); and
- b) Subsequent approval by an Approving Officer of the establishment of commitment or the expense entry into the accounts, including approving of payments (Financial Procedure 9.4.).

**Procedure 9.3. Certifying Officer**

- a) One or more officials of ISA shall be designated by the Director General as the certifying officer(s) for the account(s) pertaining to one or several Programmes and other activities of an approved budget. A certifying officer is responsible for ensuring that the utilisation of the financial resources, including Staff posts, is in compliance with the ISA Financial Regulations and Procedures, the Staff Regulations and Rules, any other directives issued by the Director General and within the purposes for which those resources were approved by the Assembly. Certifying officers must maintain detailed records of all commitments and expenses against the accounts for which they have been delegated responsibility.
- b) Certifying authority and responsibility is assigned on a personal basis and cannot be delegated. A certifying officer cannot exercise the approving functions assigned in accordance with Financial Procedure 9.4.

**Procedure 9.4. Approving Officer**

- a) One or more officials of ISA shall be designated by the Director General as approving officer(s) to approve the establishment of commitment or expense entry into accounts relating to contracts, agreements, purchase orders and other forms of undertaking after verifying that they are in order and have been certified by a duly designated certifying officer. An approving officer is also responsible for approving the making of payments after having confirmed that such payments are properly due and that the services, supplies or equipment have been received in accordance with the contract, agreement, purchase order or other form of undertaking by which they were ordered. Approving officers must maintain detailed records.
- b) Approving authority and responsibility is assigned on a personal basis and cannot be delegated. An approving officer cannot exercise the certifying functions assigned in accordance with Financial Procedure 9.3. or the bank signatory functions assigned in accordance with Financial Procedure 7.3.
- c) No financial transaction will be authorised unless finally cleared by the Finance Unit.

**Procedure 9.5. Establishment and revision of a commitment**

- a) Apart from the employment of Staff against an approved Staffing table and consequential commitments under the Staff Regulations and Rules, no undertaking, including by contract, agreement or purchase order shall be entered into the account until the appropriate credit(s) has (have) been reserved in the account. This shall be done through the recording of commitments against which relevant payments may be made. A commitment shall remain open until such time as it is liquidated, cancelled or recommitted in accordance with Financial Regulation 4.4, or as appropriate.

- b) The Director General shall establish a financial threshold below which the need for the establishment of a commitment shall not be required. Expenses, for which the establishment of a commitment is not necessary, shall require both certification and approval in accordance with Financial Procedures 9.3 and 9.4.
- c) Increases in commitments incurred or proposed shall be subject to the same procedures that apply to the incurring of the original commitment. The Director General shall establish a financial threshold below which the need for the application of the procedures that apply to the incurring of the original commitment is not necessary.

**Procedure 9.6. Commitment**

A commitment must be based on a formal contract, agreement, purchase order or other form of undertaking, or a liability recognised by ISA. Every commitment must be supported by the appropriate commitment document.

**Procedure 9.7. Review of commitments**

The Director General shall ensure that open commitments are reviewed periodically and that the provisions of Financial Regulation 4.4 are as appropriate, applied. Commitments that are no longer valid shall be reduced or cancelled from the accounts accordingly.

**Procedure 9.8. Ex gratia payments**

Ex gratia payments may be made by the Director General, in cases where, although in the opinion of the Legal Adviser, there is no clear legal liability on the part of ISA, payment is in the interest of ISA. Ex gratia payments shall not exceed the limit as may be determined by the Director General and approved by the Standing Committee.

## **Chapter 10. Internal Oversight**

This shall be governed in accordance with Article 10 of the Financial Regulations.

## **Chapter 11. Financial statements and accounts**

**Procedure 11.1. Financial statements**

Pursuant to Financial Regulation 11.1, the financial statements submitted by the Director General shall include detailed and up-to-date information with respect to the elements set forth in the Regulation.

**Procedure 11.2. Maintenance and protection of accounting records**

The accounting records and other financial records and all supporting documents shall be retained for such periods as may be agreed with the External Auditor, after which, on the authority of the Director General, such records and documents may be destroyed.

**Procedure 11.3. Currency of accounting records**

- a) At the Secretariat, accounts shall be maintained in such currency or currencies as the Director General may deem necessary. At offices away from the Secretariat, accounts may be maintained in the currency of the country in which they are situated. All amounts should be

recorded both in local currency and in the United States dollar equivalent.

- b) While preparing the financial statements, the financial transactions not in United States Dollars shall be converted into United States Dollars based on the United Nations operational rate of exchange in effect on the date of the transaction.

**Procedure 11.4. Writing off of cash, receivables and property**

- a) The Director General may, after full investigation, authorise the writing-off of losses of cash and the book value of accounts and notes receivable deemed to be irrecoverable. A summary statement of losses of cash and receivables shall be provided to the External Auditor not later than three months following the end of the financial period.
- b) The Director General may, after full investigation, authorise the writing-off of losses of the ISA property and adjust the records to bring the balance shown into conformity with actual physical property. A summary statement of losses of non-expendable property shall likewise be provided to the External Auditor not later than three months following the end of the financial period.
- c) The investigation to be conducted in accordance with paragraphs (a) and (b) above, shall in each case determine the responsibility, if any, attaching to any official(s) of ISA for the loss or losses. Such official(s) may be required to reimburse ISA either partially or in full. The final determination as to all surcharges to be made against Staff or others as the result of losses will be made by the Director General.
- d) The amount authorised for waiver of investigation and write-off is USD 1.000 per case.

**Chapter 12. General Provisions**

**Procedure 12.1. General Provisions**

These Procedures are issued by the Director General in accordance with Article 12 of the Financial Regulations adopted by the Assembly. The Director General may delegate to other ISA officials such authority and responsibility as may be needed for the effective implementation of the Financial Regulations and Procedures.

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### 3. STAFF REGULATIONS

#### Article 1. Scope and Definitions

##### Regulation 1.1. Scope

The Staff Regulations embody the fundamental conditions of service and the basic rights, duties and obligations of the Secretariat. They represent the broad principles of human resources policy for the Staffing and administration of the Secretariat. These Regulations shall apply to all ISA officials at all levels, including the Director General of the International Solar Alliance (ISA), unless expressly stated otherwise.

##### Regulation 1.2. Definitions

For the purpose of the present regulations, the following definitions shall apply:

- a) "Assembly" means the supreme organ of ISA, as specified in Article IV (4) of the Framework Agreement;
- aa) "Category" of Staff means the basis on which the United Nations Common System determines the applicability of distinct conditions of service for Staff appointed, to perform substantive functions in the Professional category, National Professional Officers and for Staff appointed to perform support functions in the General Service category.<sup>10</sup>
- b) "Director General" means the chief executive officer of ISA, as specified in Article V of the Framework Agreement;
- c) "Framework" means the Framework Agreement of the International Solar Alliance;
- d) "ISA" means the International Solar Alliance (ISA);
- e) "Members" means those countries which are members of the United Nations and have signed the Framework Agreement and deposited their Instrument of Ratifications;
- f) "Other Personnel"<sup>11</sup> means Experts/Consultants, Individual Contractors, Officers on deputation or Project Based Secondees, Interns and other individuals who may be engaged under such terms and conditions
- ff) "Seconded"<sup>12</sup> means an individual appointed full time against a sanctioned Staff position of the Secretariat and is seconded by a Member Country, UN, and its organs, Partner Organisations, multilateral agencies and universities/academic Institutes.
- fff) "Project Based Seconded" means an individual appointed against positions under the projects/programmes/Technical Assistance (TA) which are fully funded by Countries/Organisations where the Countries/Organisations shall be entitled to send a person(s) on a full-time Secondment basis.
- g) "Secretariat" means the Secretariat of ISA, as expressly provided in Article V of the Framework Agreement of ISA;
- h) "Staff" shall except as otherwise provided in these Regulations shall mean all regular Staff of

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<sup>10</sup> Addition of definition pursuant to approval of the Assembly during its Seventh Session.

<sup>11</sup> Amendment to the definition pursuant to approval of the Assembly during its Seventh Session. The term "Other Staff" has been changed to "Other Personnel" to indicate the difference between Staff and others. The officers on secondment have been removed from the definition of Other Personnel as a separate definition for them has been included.

<sup>12</sup> Addition of definition pursuant to approval of the Assembly during its Seventh Session.

the Secretariat who serve under a Letter of Appointment subject to the present regulations and who have been appointed by the Director General in accordance with Article V (3) of the Framework Agreement. The categories of the Staff shall be in conformity with United Nations common system standards as developed by the International Civil Service Commission.

- i) "Staff Rules" means the Rules issued under the authority of the Director General to implement these Staff Regulations;
- j) "United Nations common system standards" means the United Nations common system of salaries, allowances and benefits.
- k) "Officials"<sup>13</sup> means all Staff, Secondees, Project Based Secondees and other personnel of the Secretariat.

## **Article 2. Duties, Obligations and Privileges**

### **Regulation 2.1. Status of Staff**

Staff are International civil servants. Their responsibilities as Staff are not national but exclusively international;

### **Regulation 2.2. Responsibilities of the Director General**

All Regulations shall also apply to the Director General, except those for which specific provisions have been made in the Rules of the Procedure of the Assembly. The Director General shall ensure that the rights and duties of officials in conformity with the Framework Agreement, the Staff Regulations and Rules, the policy on Ethics and Conflict of Interest and other relevant decisions of the Assembly, are respected. The Director General shall seek to ensure that, in accordance with Article V (3) of the Framework Agreement, the paramount consideration in the employment of Staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence and integrity.

### **Regulation 2.3. Privileges and Immunities**

The privileges and immunities for ISA and Secondees shall be governed in accordance with Article X of the Headquarter Agreement.<sup>14</sup>

- a) Any privileges and immunities enjoyed by ISA and its Secretariat in respect of its Staff and Secondees are conferred in the solemn interest of ISA and not for the personal benefit of the Staff or Secondee concerned. These privileges and immunities furnish no excuse for failure by Staff to observe the applicable laws and police regulations of the State in which they are located, or for non-performance of their private obligations.
- b) In any case where an issue arises regarding the application of privileges and immunities, the Staff or Secondee concerned shall immediately report the matter to the Director General or the authorised official in this regard, who shall decide whether there is immunity as provided in the Headquarters Agreement and whether it should be waived off or otherwise.

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<sup>13</sup> Amendment of definition pursuant to approval of the Assembly during its Seventh Session.

<sup>14</sup> Secondees who are appointed against sanctioned posts to be provided with the same privileges and immunities as ISA Staff, who would have been otherwise recruited on the position pursuant to approval of the Assembly during its Seventh Session.

- c) In the case of the Director General, the Assembly shall have the right to waive immunities.

**Regulation 2.4. Core values**

- a) Officials shall uphold and respect the principles expressly provided in the Framework Agreement and in the Charter of the United Nations, including faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women. Consequently, officials shall exhibit respect for all cultures; they shall not engage in harassment or discrimination against any individual or group of individuals and they shall not abuse the power and authority vested in them.
- b) Officials shall uphold the highest standards of efficiency, competence and integrity. The concept of integrity includes, but is not limited to, probity, impartiality, fairness, honesty and truthfulness in all matters affecting their work and status.
- c) Officials shall conduct themselves at all times in a manner consistent with the Policy on Ethics and Conflict of Interest adopted by the Assembly and with the ISA Code of Conduct. The Director General as the chief executive officer of the Secretariat shall ensure that officials conduct themselves, in conformity with the Regulations, Policy of Ethics and Conflict of Interest adopted by the Assembly and with the ISA Code of Conduct in accordance with Staff Regulation 13.3.

**Regulation 2.5. General rights and obligations**

- a) Officials are subject to the authority of and accountable to, the Director General, including his or her decisions on assignment to any of the activities or offices of ISA. In exercise of this authority, the Director General shall seek to ensure, having regard to the circumstances that all necessary safety and security arrangements are made for Staff carrying out the responsibilities entrusted to them.
- b) In the performance of their duties, officials shall neither seek nor receive instructions from any Government or any other source external to the Secretariat.
- c) By accepting the appointment, Staff pledge themselves to discharge their functions and regulate their conduct with the interests of ISA in view of advancing ISA objectives as set out in its Framework Agreement.
- d) Officials shall ensure that their personal views and convictions, including their political and religious convictions, do not adversely affect the discharge of their official duties or the interests of ISA. They shall refrain from any action incompatible with their status as a Staff of the Secretariat or with the integrity, independence and impartiality required by that status.
- e) Officials shall not use their office or knowledge gained from their official functions for private gains, financial or otherwise, or for the private gain of any third party, including family, friends and those they favour.
- f) Officials shall exercise the utmost discretion regarding all official business matters. They shall not communicate to any Government, entity, person or any other source any information known to them by reason of their official position that they know or ought to have known has not been made public, except as appropriate in the normal course of their duties or by authorisation of the Director General. These obligations do not cease upon separation from service.

**Regulation 2.6. Honours, gifts or remuneration**

No officials shall accept any honour, decoration, remuneration, favour or gift of any monetary value from a Government or a source external to ISA unless authorised to do so by the Director General or under the exceptions specifically provided by the Policy on Ethics and Conflict of Interest.

**Regulation 2.7. Conflict of interest**

- a) Officials shall not be actively associated in their personal capacity, directly or indirectly, with any business or other concern except for research and academic activities.
- b) Staff at the P-4 level and above, as well as any other personnel whose functions could lead to actual or apparent conflict of interest with ISA, shall prepare and submit disclosure of interest statements, as required by the Policy on Ethics and Conflict of Interest and as prescribed by the Director General that shall be included in the Staff Rules
- c) Staff shall not engage in any outside occupation or employment.

**Regulation 2.8. Use of property and assets**

- a) Officials shall use the property and assets of ISA only for official purposes and shall exercise reasonable care when utilising such property and assets.
- b) Officials must respond fully to requests for information from Staff or other qualified persons authorised by the Secretariat under the authority of the Director General, to investigate possible misuse of funds, waste or abuse.

**Regulation 2.9. Performance of the Staff**

- a) Supervisors shall be responsible for ensuring that each Staff is fully informed of his or her work requirements and of the related performance indicators, based on which each Staff shall be evaluated.
- b) The performance of Staff shall be appraised periodically to ensure that the required standards of performance are judiciously met.

**Regulation 2.10. Declaration of office**

- a) All Staff and Secondedes shall subscribe to the following declaration: "I solemnly declare and promise to exercise in all loyalty, discretion and conscience the functions entrusted to me as an International civil servant of the International Solar Alliance, to discharge these functions and regulate my conduct with the solemn interests of ISA only in view, and not to seek or accept instructions with regard to the performance of my duties from any Government or other source external to the International Solar Alliance."
- b) The declaration of office shall be made orally by the Director General at a session of the Assembly. However, a formal submission of Instrument of Declaration of Oath by the Director General shall be deposited with the Secretariat subsequently. All Staff and Secondedes shall make the declaration in writing in front of the Director General or his/her authorised representative.

**Article 3. Classification of posts and Staff**

**Regulation 3.1. Classification of posts**

The Director General shall make appropriate provisions for the classification of posts and Staff

according to the nature of the duties and responsibilities required and in conformity with the United Nations common system standards as developed by the International Civil Service Commission (hereinafter referred to as "ICSC"), adopted generally, with necessary changes and in accordance with Article V of the Framework Agreement.

#### **Article 4. Salaries and related allowances**

##### **Regulation 4.1. Salary scales**

Salaries of Staff shall be fixed by the Director General in accordance with the applicable salary scales of the United Nations common system standards and shall not be higher than the United Nations common system.

##### **Regulation 4.2. Allowances and benefits**

Staff shall be granted allowances and benefits generally in accordance with the United Nations common system standards and shall not be higher than the United Nations common system. The Director General shall specify such allowances and benefits in the Staff Rules.

##### **Regulation 4.3. Tax reimbursement**

- a) In the event that the salaries and emoluments paid by ISA to Staff are subject to national taxation, the Director General is authorised to refund the amount of those taxes to the Staff concerned under conditions established by the Director General to ensure that Staff are obligated to minimise their tax liabilities to the maximum possible extent allowed under applicable law, and to provide accurate copies of the tax returns filed with the tax authorities. However, any form of taxation, charge, moratoria of any kind shall be subject to the provisions of the Headquarters Agreement signed between the Government of Republic of India and the Secretariat.
- b) The Director General is authorised to conclude bilateral agreements with the Staff concerned for the reimbursement of any such refund to ISA.

#### **Article 5. Appointment and Promotion**

##### **Regulation 5.1. Appointment**

As provided in Article V (3), of the Framework Agreement, the Director General shall be responsible to the Assembly for the appointment of Staff. The post against which Staff is to be recruited shall be placed before assembly for approval. Upon appointment each including Staff on deputation shall receive a letter of appointment in accordance with the provision of these Regulations signed by the Director General or by an authorised official in this regard.

##### **Regulation 5.2. Other Personnel<sup>15</sup>**

The Secretariat shall also have Staff dedicated to Programme/ specific programmers of ISA. Experts, Consultants, Individual contractors, Interns and other personnel may be engaged under such terms and conditions as the Director General may determine as appropriate and shall not be Staff for the

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<sup>15</sup> The term 'Other Staff' has been changed to 'Other Personnel' to indicate the difference between staff and others pursuant to approval from the Assembly during its Seventh Session.

purposes of these regulations.

### **Regulation 5.3. Recruitment criteria**

- a) In accordance with Article V (3) of the Framework Agreement, due consideration shall be given in securing the highest standards of efficiency, competence and integrity. Due regard shall be paid to the importance of recruiting Staff primarily from a Member Country and on a wide geographical basis.
- b) National Professional Officers and General Service Category<sup>16</sup> will only be recruited from the Host Country.

### **Regulation 5.4. Selection of Staff**

- a) Selection of Staff shall be made without distinction as to race, gender or religion in a manner that ensures the transparency of the process. As far as practicable, selection shall be made on a competitive basis which comprises of written test followed by personal interview.
- b) Except where another equally well-qualified person cannot be recruited, appointment shall not be granted to a person who bears any of the following relationships to a Staff: father, mother, son, daughter, brother or sister.
- c) The spouse of a Staff may be appointed provided that the spouse is fully qualified for the position and provided that the spouse is not given any preference for appointment by virtue of the relationship to the Staff and should not be in line of supervision.
- d) The Director General shall specify in the Staff Rules the restrictions applicable to the placement into the organisational structure of any of the related Staff mentioned in paragraphs (b) and (c) above, and to the process of reaching any administrative decision in respect of such a related Staff in order to ensure that the proper functioning of ISA is not affected and that there is no actual or perceived conflict of interest.
- e) Posts which become vacant shall be announced to the Staff if they represent a promotion opportunity for any Staff, and selection for such posts shall be on a competitive basis. These requirements shall not apply to any posts when it is in the interest of ISA to fill them by reassignment of a Staff without promotion.

### **Guiding Principles**

The recruitment and selection of Staff at ISA will be guided by the following six principles:

- **Competition:** Selection will follow a visible and fair competitive process for all vacancies, regardless of post, contractual modality or hiring unit. The recruitment process shall consist of written test followed by a personal interview.
- **Objectivity:** Screening will be conducted with professional rigor, with candidates measured against clearly articulated criteria, job skills and competencies and corporate priorities;
- **Transparency:** The recruitment and selection criteria and all phases of recruitment processes will be transparent to Staff and candidates to the fullest extent possible;
- **Diversity:** The ISA workforce will reflect diversity and will strive to include gender parity, Staff representing as wide a geographic distribution as possible and individuals from under-represented groups, indigenous groups and persons with disabilities.
- **Non-discrimination:** Subject to the principle of recruiting Staff on as wide a geographical

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<sup>16</sup> General Service posts include administrative and support functions as well as some specialised skills.

basis as possible, ISA will not discriminate in its recruitment and selection processes on the grounds of race, national or ethnic origin, colour, religion, age, sex, gender, identity, sexual orientation, marital status, family status or disability.

- **Accountability:** Hiring managers will be held accountable both for their selection proposals and the manner in which they have followed the processes.

**Regulation 5.5. Period of appointment and probation**

- a) Professional category Staff shall be granted either a temporary or a fixed-term appointment up to two years<sup>17</sup>. Fixed-term appointments may be extended at the discretion of the Director General. The initial period of extension shall normally not exceed three years and can be extended further. The total length of service on fixed-term appointments shall normally not exceed nine years.
- b) The Director General may extend this maximum length of service for Staff once for a period of up to two years provided that, for Staff at the professional level and above, there is a documented record of performance and the need for such extension to ensure continuity of the work of ISA.
- c) Staff shall be required to serve a probationary period of six months. For certain categories of Staff, especially for temporary and part-time appointments, the Director General may, in the best interest of the Secretariat, adjust the length and conditions of the probationary period.
- d) A temporary appointment does not carry any expectancy, legal or otherwise, of renewal. A temporary appointment shall not be converted to any other type of appointment.
- e) A fixed-term appointment does not carry any expectancy, legal or otherwise, of renewal or conversion, irrespective of the length of service or its extension.

**Regulation 5.6. Medical standards**

The Director General shall establish appropriate medical standards that Staff shall be required to meet before appointment.

**Article 6. Attendance and Leave**

**Regulation 6.1. Working hours and attendance**

- a) The Director General shall establish the normal working hours and the normal working week and shall establish official holidays for each duty station according to principles laid down in the Staff Rules. Exceptions may be made by the Director General as the needs of the service may require, and Staff maybe requested to work beyond the normal working hours or the normal working week if necessary for the performance of ISA work.
- b) No salary shall be paid to Staff in respect of periods of unauthorised absence from work unless such absence was due to reasons beyond their control.

**Regulation 6.2. Annual leave**

Staff shall be allowed appropriate annual leave and eligible Staff shall be allowed, as appropriate, home leave in accordance with other leaves including sick leave applicable to Staff at ISA and the

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<sup>17</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

Director General shall specify these in the Staff Rules.

**Regulation 6.3. Special leave**

Special leave may be authorised by the Director General in exceptional cases.

**Article 7. Social Security**

**Regulation 7.1. Pension Scheme**

Given the limited duration of ISA contracts and the diversity of national, private and intergovernmental pension schemes on offer, the onus and responsibility for the specification of a Staff's pension scheme lie with the individual, subject to the criteria determined by the Director General.

**Regulation 7.2. Social Security Scheme**

The Director General shall establish a cost-effective and administratively efficient scheme of Social Security for the Staff, including provisions for health protection, sick leave, maternity and paternity leave, and reasonable compensation in the event of illness, accident or death attributable to the performance of official duties on behalf of ISA, in accordance with the United Nations common system standards under terms and conditions specified by the Director General in the Staff Rules.

**Article 8. Travel and removal expenses**

**Regulation 8.1.**

Staff shall be paid travel and removal expenses in accordance with the United Nations common system standards, under terms and conditions specified by the Director General in the Staff Rules. Subject to conditions established by the Director General, ISA shall pay the travel expenses of other personnel on official business.

**Article 9. Staff relations**

**Regulation 9.1.**

The Director General shall establish and maintain continuous contact and communication with the Staff in order to ensure the effective participation of the Staff in identifying, examining and resolving issues relating to human resources policies, conditions of work and Staff welfare.

**Regulation 9.2.**

- a) The Staff shall have the right to establish a Staff representative body. It shall be organised in such a way as to afford equitable and proportionate representation to all Staff and other personnel in the Secretariat, by means of elections that shall take place on an annual basis under electoral regulations drawn up by the Staff representative body and agreed to by the Director General. Staff holding a fixed-term appointment and other personnel may be chosen as Staff representatives.
- b) The Staff representative body shall be entitled to initiate proposals to the Director General for the purposes set forth in regulation 9.1.

## **Article 10. Separation from service**

### **Regulation 10.1. Resignation**

Staff may resign from service upon giving the Director General the notice required under the terms of their appointment. The Director General and the Staff concerned may agree on a shorter notice period.

### **Regulation 10.2. Termination of appointment by the Director General**

- a) The Director General may terminate the appointment of a Staff who holds a temporary or a fixed-term appointment prior to the expiration date of the appointment in accordance with the terms of such appointment or for any of the following reasons:
  - i) if the necessities of service require the abolition of the post or reduction of the Staff;
  - ii) if the services of the Staff prove unsatisfactory;
  - iii) if the Staff is, for reasons of health, incapacitated for further service;
  - iv) if the conduct of the Staff indicates that the Staff does not meet the highest standards of integrity;
  - v) if facts anterior to the appointment of the Staff and relevant to his or her suitability come to light that, if they had been known at the time of his or her appointment, should, under the standards established by the Staff Regulation, have precluded his or her appointment;
  - vi) in the interest of the good administration of ISA and in accordance with the standards of the Staff Regulation, provided that the action is not contested by the Staff concerned.
- b) The Director General shall give reasons for the termination of the appointment of a Staff.
- c) If the Director General terminates an appointment, the Staff shall be given such notice and such indemnity payment as may be applicable under the Staff Regulations and Staff Rules. Payment of termination indemnity shall be made by the Director General in accordance with the prevailing rates and conditions specified by ISA, in this regard.

### **Regulation 10.3. Repatriation grant**

Staff shall be paid repatriation grants in accordance with the United Nations common system standards, under terms and conditions specified by the Director General in the Staff Rules.

## **Article 11. Disciplinary measures**

### **Regulation 11.1.**

- a) The Director General may impose disciplinary measures on Staff and other personnel who engage in misconduct.
- b) The Director General may summarily dismiss a Staff or other personnel for serious misconduct.
- c) The term 'Misconduct' will be as defined under the Staff Rules.

### **Regulation 11.2.**

The Director General shall establish administrative machinery with Staff participation to advise him or her in disciplinary cases.

## **Article 12. Administration of justice**

### **Regulation 12.1.**

Staff and other personnel have the right to appeal against administrative decisions affecting them directly, including disciplinary measures imposed without prior advice from the body established under Staff Regulation 11.2. The appeal must be based on an alleged non-observance of their terms of appointment and also Staff Regulations and Rules.

### **Regulation 12.2.**

The Director General shall establish machinery with Staff participation to advise him or her on appeals submitted by officials against administrative decisions affecting them directly.

### **Regulation 12.3.**

The Director General shall make arrangements for Staff dissatisfied with the outcome of the internal appeal process under Staff Regulations 12.1 and 12.2, or with the disciplinary measure imposed after advice from the body established under Staff Regulation 11.2, to have access to an independent judicial or arbitral mechanism at the seat of ISA if they wish to present a recourse against the validity of the final decision taken by the Director General.

## **Article 13. General Provisions**

### **Regulation 1.1.**

The present regulations may be amended by the Assembly, without prejudice to the acquired rights of Staff.

### **Regulation 1.2.**

The Director General, as the chief executive officer of ISA, shall provide and enforce such Staff Rules as he or she considers necessary to implement these regulations.

### **Regulation 1.3.**

- a) The Director General shall report to the Assembly the full text of provisional new Staff Rules for adoption. Should the Assembly find that a provisional Rule is inconsistent with the intent and purpose of the Staff Regulations, it may direct that the rule be withdrawn or modified.
- b) The provisional Rules and amendments reported by the Director General, taking into account such modifications and/or deletions as may be directed by the Assembly, shall enter into full force and effect on adoption by the Assembly.
- c) Provisional Staff Rules do not give rise to acquired rights for Staff.
- d) Till such period, the Staff Rules are approved by the Assembly, the United Nations Rules and procedures shall apply generally with necessary changes to ISA, from the date of notification issued by the Government of Republic of India i.e., 6th June 2018 in accordance with the decision taken at the 5th International Steering Committee (ISC) (Agenda item 7.6).
- e) Once the Staff Rules are approved by the Assembly, the provisions of para(d) above, shall cease to exist.

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## 4. STAFF RULES

### Chapter 1. Scope and definitions

#### **Rule 1.1. Scope**

These Staff Rules shall apply to all ISA officials at all levels unless expressly stated otherwise.

#### **Rule 1.2. Definitions**

Deleted.<sup>18</sup> The definitions as per Staff Regulation 2.1 shall apply to the Staff Rules.

### Chapter 2. Duties, Obligations, Rights and Privileges

#### **Rule 2.1. Status of Staff**

- a) The interests of ISA and the loyalty that Staff and Secondees owe to it shall always take precedence over their interests and ties, as emphasised in the Declaration they are required to make on appointment pursuant to Staff Regulation 2.10. Staff and Secondees shall act in such a manner as to ensure their independence from any person, entity or authority outside ISA. The Declaration, administered under Staff Regulation 2.10, shall not prevent the close collaboration of Staff and Secondees with a Government pursuant to an agreement between the Government and ISA.
- b) The Declaration made by each Staff and Secondee pursuant to Staff Regulations shall be placed in his or her official file.

#### **Rule 2.2. Core values**

- a) All officials shall comply with the provisions of the Code of Conduct set out in the Annex to these Rules, of which the Code of Conduct is an integral part.
- b) The Code of Conduct elaborates on the core values and principles specified in Staff Regulations 2.3 to 2.8.
- c) Violation of the provisions of the Code of Conduct shall constitute misconduct under Article 11 of the Staff Regulations and Chapter 11 of the Staff Rules.

#### **Rule 2.3. General rights and obligations**

- a) Officials shall follow the directions and instructions properly issued by the Director General and by their supervisors.
- b) Officials must comply with local laws and honour their private legal obligations, including, but not limited to, the obligation to honour orders of competent courts.
- c) Officials have the duty to report any breach of the ISA Regulations and Rules to the officials whose responsibility it is to take appropriate action and to cooperate with duly authorised audits and investigations. Officials shall not be retaliated against for complying with these duties.
- d) Officials shall be responsible on appointment for supplying the Director General with any information that maybe required in order to determine their status under the Staff

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<sup>18</sup> The definitions as per Staff Regulation 2.1 shall apply to the Staff Rules pursuant to approval of the Assembly during its Seventh Session.

Regulations and Rules or to complete administrative arrangements in connection with their appointment.

- e) Staff, whose spouses receive from their own employers any allowance, benefits, grants or travel entitlements similar to those stipulated in these Staff Rules, shall, upon appointment, submit an undertaking listing such allowances, benefits, grants and travel entitlements. The Director General will then determine the Staff's eligibility to receive such allowances, benefits, grants and travel entitlements in accordance with the principles of the Staff Regulations and Staff Rules.
- f) Staff shall also be responsible for promptly notifying the Director General, in writing, of any subsequent changes that may affect their status under the Staff Regulations and Rules. A Staff may at any time be required by the Director General to supply information concerning facts prior to his or her appointment and relevant to his or her suitability as an International civil servant, or concerning facts relevant to his or her integrity, conduct and service as a Staff.
- g) An official who has been arrested, charged with an offence other than a minor traffic violation or summoned before a court as a defendant in a criminal proceeding, or who has been convicted, fined or imprisoned for any offence other than a minor traffic violation shall immediately report the fact to the Director General.
- h) At the time of appointment, each Staff shall nominate a beneficiary or beneficiaries in writing in a form prescribed by the Director General. It shall be the responsibility of the Staff to notify the Director General of any revocation or change of beneficiaries. In the event of the death of a Staff, all amounts due to the Staff by ISA under the Staff Regulations and Rules will be paid to the nominated beneficiary or beneficiaries, unless otherwise specified under a particular Rule. Such payment will release ISA from all further liability in respect of any sum being paid. In the absence of a beneficiary, the amount due to the Staff will be paid to his or her estate.
- i) Disciplinary procedures set out in Article 11 of the Staff Regulations and Chapter 11 of the Staff Rules may be instituted against a Staff who fails to comply with his or her obligations and the standards of conduct set out in the Staff Regulations and Staff Rules, Code of Conduct, the Financial Regulations and Rules and administrative issuances.

**Rule 2.4. Honours, gifts or remuneration**

- a) No official shall accept any honour, decoration, favour, gift or remuneration from any Government or any other source external to ISA, as set out in Staff Regulation 2.6. However, if refusal of an unanticipated honour, decoration, favour or gift from a government would cause embarrassment to ISA, the official may receive it on behalf of the Organisation, provided that it is reported and entrusted to the Director General through established procedures.
- b) All officials shall comply with the provisions of the Policy on Ethics and Conflict of Interest set out in the Annex to these Rules, of which the Policy on Ethics and Conflict of Interest is an integral part.
- c) The Policy on Ethics and Conflict of Interest elaborates on the principles specified in Staff Regulations 2.4 to 2.8
- d) Violation of the provisions of the Policy on Ethics and Conflict of Interest shall constitute misconduct under Article 11 of the Staff Regulations and Chapter 11 of the Staff Rules.

**Rule 2.5.**

- a) An official who has occasion to deal in his or her official capacity with any matter involving a profit-making business or other concern, including a concern in which he or she holds a financial interest, directly or indirectly, shall disclose that interest to the Director General and, except as otherwise authorised by the Director General, either dispose of that financial interest or formally excuse himself or herself from participating with regard to any involvement in that matter which might give rise to the conflict of interest situation.
- b) Staff shall not engage in any outside occupation or employment, whether remunerated or not, without the prior approval of the Director General.
- c) Staff shall not, except in the normal course of official duties or with the prior approval of the Director General, engage in any outside activities that relate to the purpose, activities or interests of ISA. Outside activities include but are not limited to:
  - i) Issuing statements to the press, radio or other agencies of public information;
  - ii) Accepting speaking engagements;
  - iii) Taking part in film, theatre, radio or television productions;
  - iv) Submitting articles books or other material for publication or for any electronic dissemination.Approval may be granted in accordance with the Policy on Ethics and Conflict of Interest.
- d) Membership in a political party is permitted, provided that such membership does not entail action, or an obligation to take action, by the Staff contrary to Staff Regulation 2.7. The payment of normal financial contributions to a political party shall not be construed as an activity inconsistent with the principles set out in Staff Regulation 2.7.
- e) The Policy on Ethics and Conflict of Interest elaborates on the principles specified in Staff Regulations 2.4 to 2.8.
- f) Violation of the provisions of the Policy on Ethics and Conflict of Interest shall constitute misconduct under Article 11 of the Staff Regulations and Chapter 11 of the Staff Rules.

**Rule 2.6. Use of Property and assets**

- a) Officials shall use the property and assets of ISA only for official purposes and shall exercise reasonable care when utilising such property and assets.
- b) All rights, including title, copyright and patent rights, in any work performed or produced by an official as part of their official duties shall be vested with the Secretariat.
- c) Officials must respond fully to requests for information from Staff or other qualified persons authorised by the Secretariat under the authority of the Director General, to investigate possible misuse of funds, waste or abuse.
- d) Officials shall not intentionally alter, destroy, falsify or misplace or render useless any official document, record or file entrusted to them by virtue of their functions, which document, record or file is intended to be kept as part of the records of ISA.

**Rule 2.7. Performance management**

- a) Supervisors shall be responsible for:
  - i) Establishing a work plan for each Staff, in consultation with the Staff concerned, and informing him or her of the related performance indicators;
  - ii) Guiding Staff under their supervision through work review and discussion with each Staff.

- b) Supervisors shall periodically make a formal evaluation of the performance of every Staff under their supervision. Staff shall be evaluated for their efficiency, competence and integrity. This evaluation shall be made once a year and the performance cycle will be January-December. Should performance problems arise in the course of the year, supervisors shall discuss their assessment with the Staff concerned and make specific suggestions for improvement.
- c) Supervisors shall also make a formal evaluation one month prior to the expiry of a Staff's probationary appointment to determine the Staff's suitability for continuing employment, in accordance with the Staff Regulation 5.5 (c) and Staff Rule 5.5 (f).
- d) The evaluation of the performance for Staff with supervisory responsibilities shall include an assessment of their performance as supervisor.
- e) The performance of Staff during the preceding year shall be evaluated according to procedures established by the Director General. The report shall be signed by the supervisors and the Staff concerned. If a Staff disagrees with the evaluation, he or she may attach to the report a statement explaining the grounds for disagreement which will be part of the official performance record. In such case, the matter shall be referred for resolution to another body or committee as established by the Director General.
- f) If a non-satisfactory performance rating is retained after referral to another body or committee, as specified in Staff Rule 2.7(e), then the next step increment shall be withheld, in accordance with Staff Rule 4.2(e).
- g) The Director General shall seek to ensure that appropriate learning opportunities and training and development programmes are available for the benefit of Staff.

**Rule 2.8. Declaration of Office**

Deleted<sup>19</sup>

**Chapter 3. Classification of posts and Staff**

**Rule 3.1. Classification of posts**

- a) The Director General shall apply the United Nations common system classification to determine the level of posts in the Secretariat.
- b) To the maximum possible extent, the definition of duties of individual posts shall follow the generic job profiles used in the United Nations common system, adjusting them as necessary to reflect the requirements of the functions to be performed for ISA.

**Chapter 4. Salaries and related Allowances**

**Rule 4.1. Definitions**

- a) "Base salary" means the salary at a given grade and step as defined in the salary scales applicable in the United Nations common system;
- b) "Remuneration" means the sum of the net base salary, plus post adjustment, where applicable, and allowances which ever applicable, subject to deductions made under Staff

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<sup>19</sup> Rule deleted pursuant to approval of the Assembly during its Seventh Session as it is as it is identical to Regulation 2.10.

Rule 4.10;

- c) "Home country" means the country that is recognised by ISA at the time of recruitment of internationally recruited Staff for the purpose of establishing their entitlements under the Staff Rules. The home country is the country of nationality of the Staff unless there are valid reasons for the Director General to accept that another country be recognised as the home country

**Rule 4.2. Salary determination and increments**

- a) On appointment, the net base salary of Staff shall normally be fixed at step 1 of the grade of the post to be occupied. However, in accordance with guidelines established by the Director General, it may be fixed at a higher step in the grade in order to take into account a Staff's qualifications, skills and experience in relation to the requirements of the post.
- b) Salary increments of one step on the salary scale may be granted subject to confirmation of satisfactory performance and conduct, by the Staff's supervisor after one year of service at a given step, or two years where indicated in the applicable salary scale. The increment will be effective on the first day of the month in which the required period of service at the prior step is completed.
- c) On promotion of a Staff on a fixed-term appointment to a higher grade, the net base salary of a Staff shall beat the lowest step at the new grade that provides an increase in net base salary equal to at least the amount that would have resulted from the granting of two steps at the grade of the Staff before promotion.

**Rule 4.3. Allowances and Benefits**

Dependency benefits are provided in the form of a dependent spouse allowance, child allowance or secondary dependant's allowance. The definitions of dependants in this Rule apply to all Staff except as otherwise specified in these Rules or in the local salary scale. The amount of the allowances to be paid shall be determined in accordance with the United Nations common system standards.

- a) "Child" for the purposes of determining entitlements under the Staff Rules, means:
  - i) a Staff's natural or legally adopted child; or
  - ii) a Staff's stepchild who is residing with the Staff.

A dependent child is one for whom the Staff certifies that he or she provides the main and continuing support, provided that the child is under 18 years of age or, if in full-time attendance at a school or university, under the age of 21 years. Age and school attendance requirements shall not apply if the child is physically or mentally incapacitated for substantial gainful employment either permanently or for a period expected to be of long duration. If both parents are Staff of international organisations applying the United Nations common system standards, the children, if determined dependant, shall be recognised as the dependants of the parent whose annual gross occupational earnings yield the higher amount.

**Rule 4.3.1. Dependency benefits for Professional and higher categories**

- a) Child Allowance
  - i) Child allowances in the form of a flat amount per child (maximum up to 2 children), in accordance with the United Nations common system standards, are available to all eligible Staff.

- ii) For a child that is physically or mentally disabled as determined under conditions defined by the Director General, the regular dependency allowance is payable at twice the regular rate.
  - iii) Subject to the provisions of Staff Regulation 4.2, the full amount of the dependency allowance provided under that regulation and under the Rules in respect of a dependent child shall be payable, except where the Staff or his or her spouse receives a direct governmental grant in respect of the same child. Where such a governmental grant is made, the dependency allowance payable under this Rule shall be the approximate amount by which the governmental grant is less than the dependency allowance set out under the Staff Regulations and Staff Rules. In no case shall the sum of the two payments be less than the rate set out under the Staff Regulations and Staff Rules.
- b) Spouse Allowance
- i) Dependent spouse allowance is payable, in accordance with United Nations common system standards, to eligible Staff whose spouse's gross occupational earnings from the exercise of a trade, profession, business or other regular employment do not exceed an established limit.
  - ii) Staff who are single parents, and who provide main and continuous support for their dependent children, are paid an allowance in respect of the first dependent child. This allowance is also set in accordance with United Nations common system standards and is provided in lieu of the children's allowance normally payable in respect of the first dependent child.
  - iii) If both spouses are Staff of international organisations applying the United Nations common system standards, neither may be recognised as a dependant of the other.
- c) Secondary Dependant Allowance: A secondary dependant allowance is payable only when the Staff does not have a recognised dependent spouse. The secondary dependant can be the father, mother, brother or sister of the Staff. Not more than one such dependant may be claimed. Payment of an allowance for a secondary dependant is subject to the following requirements:
- i) The Staff demonstrates that he or she provides more than half the total support and, in any case, at least twice the amount of the allowance claimed;
  - ii) The brother or sister fulfils the age and school attendance criteria for recognition of a dependent child as specified in Staff Rule 4.3(a).

**Rule 4.3.2. Dependency benefits for National Professional Officers and General Service Staff<sup>20</sup>**

- a) Child Allowance
- i) Child allowance is payable for every dependent child, subject to the limit of 3, at the rate specified in the local salary scale;
  - ii) For a child that is physically or mentally disabled, as determined under conditions defined by the Director General, the regular dependency allowance is payable at twice the regular rate;
  - iii) Subject to the provisions of Staff Regulation 4.2, the full amount of the dependency allowance provided under that Regulation and under the Rules in respect of a

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<sup>20</sup> Approved at the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

dependent child shall be payable, except where the Staff or his or her spouse receives a direct governmental grant in respect of the same child. Where such a governmental grant is made, the dependency allowance payable under this Rule shall be the approximate amount by which the governmental grant is less than the dependency allowance set out under the Staff Regulations and Staff Rules. In no case shall the sum of the two payments be less than the rate set out under the Staff Regulations and Staff Rules.

b) Spouse Allowance

- i) Dependant spouse allowance is payable at the rate established in the local salary scale to eligible Staff whose spouse's gross occupational earnings from the exercise of a trade, profession, business or other regular employment do not exceed a limit equivalent to the annual gross occupational earnings at the lowest entry level in the General Service salary scale in force on 1 January of the year concerned at the closest duty station applying the United Nations common system standards in the country of the spouse's place of work.
- ii) If both spouses are Staff of international organisations applying the United Nations Common System, neither may be recognised as a dependant of the other.

c) Secondary Dependant Allowance:

A secondary dependant allowance is payable only when the Staff does not have a recognised dependent spouse. The secondary dependant can be the father, mother, brother or sister of the Staff. Not more than one such dependant may be claimed. Payment of an allowance for a secondary dependant is subject to the following requirements:

- i) The Staff demonstrates that he or she provides more than half the total support and, in any case, at least twice the amount of the allowance claimed;
- ii) The brother or sister fulfils the age and school attendance criteria for recognition of a dependent child as specified in Staff Rule 4.3(a), and
- iii) The local salary scale for the National Professional Officer or General Service Staff provides for payment of a secondary dependant allowance

**Rule 4.4. Special Post Allowance**

A Staff with a fixed-term appointment may be required to assume temporarily the responsibilities of a post at a higher level. Such temporary arrangements shall not be continued for more than 12 months, unless otherwise decided by the Director General. As from the beginning of the fourth consecutive month of such service, the Staff shall be granted a special post allowance equal to the difference between the Staff's current pay, consisting of net base salary, post adjustment, where applicable, and allowances, and the amount that would have been payable in case of promotion to the higher-level post. Granting of a special post allowance shall not affect the amount of pension allowance payable to the Staff, specified in Staff Rule 4.10, which will remain at the level of the Staff's original grade/step.

**Rule 4.5. Post adjustment and rental subsidy<sup>21</sup>**

- a) The net base salary of Staff in the Professional and higher categories shall be adjusted for

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<sup>21</sup> The original rule is replaced pursuant to the approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

- cost-of-living variations in accordance with the United Nations common system standards.
- b) Post adjustment at the rate applicable at the duty station is normally paid for assignments of six months or longer. However:
    - i) When a Staff is assigned to an office for less than six months, the Director- General shall decide at that time whether to pay a daily subsistence allowance for the period, or to pay post adjustment, settling in grant under Staff Rule 4.8(a) and hardship allowance under Staff Rule 4.9(a), provided the applicable conditions are met.
    - ii) A Staff assigned by the Director General to a new duty station where the post adjustment is lower than at the previous ISA office may continue to receive the higher post adjustment for up to six months until such time at least the spouse or a dependent child remains at the location of the prior ISA office.
  - c) A supplement to the post adjustment in the form of a rental subsidy may be paid to eligible Staff who have to rent housing accommodation at substantially higher commercial rates than the average rental cost used in calculating the post adjustment, in accordance with conditions established by the Director General.
  - d) In accordance with the United Nations common system standards, internationally recruited Staff who are in the Professional category (including Temporary Appointments) and who are in receipt of post adjustment are eligible to avail of the rental subsidy scheme which subsidises the rental costs of Staff whose rental accommodations are of a reasonable standard but cost significantly more than the average for the duty station.

**Rule 4.6. Education Grant**

- a) Staff in the Professional and higher categories who hold a fixed-term appointment of two<sup>22</sup> year or longer shall be eligible to receive education grant on account of a child or children, maximum two children when the following conditions are met:
  - i) The child, as defined in Staff Rule 4.3(a), is in full time attendance in an educational institution at the primary level and above until the end of the school year in which the child reaches the age of 25 or completes four years of post-secondary studies, whichever is earlier;
  - ii) For the purposes of this Rule, education shall be deemed primary if the child is five years or older at the beginning of the school year, or reaches the age of five within three months of the beginning of the school year;
  - iii) If the child's education is interrupted for at least one scholastic year by national service obligations, illness or other compelling reasons, the period of eligibility may be extended for the duration of the period of interruption beyond the scholastic year in which the child reaches the age of 25.
- b) The education grant is payable for the following expenses:
  - i) The cost of full-time attendance when a child attends an educational institution in the country or area of the ISA office;
  - ii) The cost of full-time attendance when the child attends an educational institution outside the country of the duty station, plus the cost of full board if provided by the institution. Where full board is not provided by the institution, a flat amount is paid in

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<sup>22</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

- lieu thereof;
- iii) Tuition for teaching the mother tongue to a child for whom the Staff is entitled to the grant, under conditions defined by the Director General.
- c) The education grant shall not be paid for:
    - i) Periods during which Staff are assigned to, or reside in, their home country as defined in 4.1(d) except when such periods are immediately preceded by an assignment to a duty station outside that country in which case the grant is payable for the balance of the current school year following reassignment but not exceeding one full school year;
    - ii) Attendance at a kindergarten or nursery school at the pre-primary level;
    - iii) Attendance at a free school or a school charging only nominal fee;
    - iv) Vocational training or apprenticeships which either do not involve full-time schooling or in which the child receives some payment for services rendered.
  - d) The amount of the grant shall be determined in accordance with the United Nations common system standards.
  - e) The grant shall be paid in full if in any scholastic year for which the Staff's period of employment with ISA and the period of the child's attendance at the educational institution is each not less than two-thirds of the scholastic year. If this condition is not met the grant shall be proportionately reduced, except if the Staff dies while in service after the beginning of the school year.
  - f) If both parents are Staff of ISA, only the parent being paid at the dependency rate may claim education grant and education grant travel under Staff Rule [8.2(c)v].
  - g) Administration of the education grant is subject to conditions established by the Director-General.

**Rule 4.7. Special education grant for disabled children**

Staff holding a fixed-term appointment of two<sup>23</sup> year or longer are entitled to a special education grant in respect of any physically or mentally disabled child, up to the end of the year in which such child reaches the age of 28, under conditions established by the Director General in accordance with the United Nations common system standards.

**Rule 4.8. Hardship and non-removal allowances**

- a) Staff in the Professional and higher categories assigned to duty stations classified "B" to "E" pursuant to the United Nations common system standards shall receive a hardship allowance;
- b) However, hardship allowance is not entitled at the seat of ISA;
- c) Wherever applicable, the hardship and non-removal allowances shall be paid as determined by the Director General on the basis of the United Nations common system standards.

**Rule 4.9. Settling-in Grant<sup>24</sup>**

- a) The purpose of the settling-in grant is to provide eligible Staff reasonable financial support for relocation on initial appointment or transfer/reassignment to a new duty station. The

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<sup>23</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>24</sup> Assignment Grant replaced with Settling-in Grant pursuant to the approval of the Assembly during its Fourth Session, under Agenda Item No. 3.VII, Para 123

grant covers the additional costs of taking up residence at the reporting duty station and any pre-departure expenses incurred as a result of the relocation. The grant consists of two elements: Daily Subsistence Allowance (DSA) portion, comprising 30 days of DSA for Staff and half that amount for each accompanying eligible family member for whom travel expenses to the duty station have been paid by the organisation and a lump sum portion, comprising one month's net base salary plus post adjustment at the duty station of assignment.

- i) The settling-in grant is normally payable to internationally recruited Staff in the Professional category holding a Fixed Term Appointment (FTA), who are authorised on travel involving relocation on initial appointment, assignment or transfer, and the period of service at the new duty station is expected to be for at least two<sup>25</sup> year.
  - ii) Staff in the Professional and higher categories holding a Temporary Appointment of six months or longer, but less than one year, to whom post adjustment and related allowances are paid under Staff Rule 4.5(b), and when travel has been authorised by ISA, shall be paid the DSA portion of the settling in grant only.
- b) Settling in grant shall not be paid for children born, or for any other dependant acquired after the arrival of the Staff at the new duty station.
  - c) The settling in grant is subject to adjustment and recovery when a Staff serves at a duty station for a period that is less than anticipated, as follows:
    - i) When a Staff resigns within six months of the date of appointment or reassignment to the duty station, both the DSA portion paid under paragraph (a) above, and the lump-sum portion paid under paragraph (a) above shall be subject to full recovery.
    - ii) In other situations:
      - (aa) the DSA portion is normally not recoverable.
      - (bb) the lump-sum portion payable to Staff on a fixed-term appointment is subject to adjustment and recovery under conditions established by the Director General.
  - d) If both spouses are Staff of international organisations applying the United Nations common system standards at the same duty station, the DSA under paragraph (a) above
    - i) shall be payable to each Staff.
    - ii) shall be payable to the Staff in respect whom the child or children are recognised as dependants.
  - e) The lump-sum portion shall be payable to one spouse only, who shall be the spouse whose entitlement yields the higher amount.

#### **Rule 4.10. Pension Allowance**

Fixed-term Staff shall be paid an allowance, equivalent to 15.8% of net salary and post adjustment, where applicable, to enrol in an appropriate pension scheme, as specified in Staff Regulation 7.1 and Staff Rule 7.1. In the event ISA does not offer organisation pension scheme, the onus and responsibility of enrolling in an appropriate pension scheme lies with the Staff who shall provide evidence of such enrolment within three months of his/her appointment.

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<sup>25</sup> Assignment Grant replaced with Settling-in Grant pursuant to the approval of the Assembly during its Fourth Session, under Agenda Item No. 3.VII, Para 123

**Rule 4.11. Payments and deductions**

- a) The normal pay period is from the first to the last day of any calendar month. A month's pay corresponds to 1/12th of the annual net base salary plus allowances and benefits expressed on an annual basis. Staff who are not in pay status for a full calendar month are paid a daily rate for each calendar day calculated on the basis of 21.75 working days per month, in accordance with UN Common System Standards.
- b) An advance against monthly pay may be made to a Staff if the regularly scheduled payment date falls due during the Staff's absence on leave or official travel. An advance may also be approved by the Director General in emergencies. The advance shall be recovered in 12 equal monthly instalments.
- c) Payments shall be made to Staff in such currencies and at such rates of exchange as the Director General may determine, with due regard to the legitimate interests of the Staff.
- d) In the event ISA provides the organisation pension scheme, the contribution of the Staff towards the pension scheme would be 7.8% of net salary, in accordance with UN Common System Standards

**Rule 4.12. Time limit on claims for retroactive payments**

Claims in respect of any salary, allowance or benefit that the Staff considers should have been paid to him or her under the Staff Regulations and Rules shall be submitted in writing within one year of the date on which the initial payment would have been due. Claims relating to earlier periods are time-barred and shall not be accepted by ISA.

**Rule 4.13. Tax reimbursement and Exemption**

- a) In accordance with the United Nations common system standards, all Staff and other personnel shall be exempt from national income taxation on their ISA salary and emoluments.
- b) If the salaries and emoluments paid by ISA to officials are subject to national taxation, the Director General is authorised to refund the amount of those taxes to the Staff concerned, under conditions established by the Director General, in accordance with Regulation 4.3.
- c) ISA will enact measures to address the issues of tax equalisation related to Staff assessment as part of the salary of the Staff, in implementing ISA Staff Regulations and Procedures, based on UN Common System Standards as approved by the Assembly.

**Chapter 5. Appointment and promotion**

**Rule 5.1. Appointment**

Upon appointment, each Staff shall receive a Letter of Appointment in accordance with the provisions of the Staff Regulations and the category of the Staff, signed by the Director General or by an authorised official

**Rule 5.2. Other Personnel<sup>26</sup>**

- a) The Secretariat shall also have other personnel as defined in Staff Regulation 1.2 (f). These

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<sup>26</sup> The term 'Other Staff' has been changed to 'Other Personnel' to indicate the difference between staff and others pursuant to approval from the Assembly during its Seventh Session.

other personnel work on specific areas determined by the Director General including but not limited to programmes and governance of the Secretariat.

- b) Experts/Consultants, Individual contractors, officers on secondment or deputation and interns may be engaged under such terms and conditions as the Director General may determine as appropriate and shall not be considered as Staff for the purposes of these regulations

**Rule 5.3. Recruitment criteria**

The paramount consideration in the selection of Staff shall be the necessity of securing the highest standards of efficiency, competence and integrity. For posts in the Professional and higher categories, due regard shall be paid to the importance of recruiting the Staff primarily from Members Countries, with adequate representation.

- a) Except where another person equally well qualified cannot be recruited, appointment shall not be granted to a person who bears any of the following relationships to a Staff: father, mother, son, daughter, brother or sister. Specific authorisation shall be sought from the Director-General for such an appointment.
- b) The spouse of a Staff may be appointed provided that he/she:
  - i) Is fully qualified for the position for which he/she is being considered;
  - ii) Has been selected in accordance with the ISA Regulations and Rules, including a full, transparent and open competitive selection process;
  - iii) Is not given undue preference by virtue of his/her marriage; and
  - iv) Is not assigned to serve in a position in the same line of authority, organisational unit or in a manner that might influence or could be influenced by the spouse.
- c) A Staff who is related to another Staff under conditions specified in paragraphs a) and b) above shall not:
  - i) Be assigned to serve in a position which is superior or subordinate in the line of authority to the position occupied by the Staff to whom he or she is related/married;
  - ii) Participate in the process of selection, assignment, promotion or transfer of the related Staff or spouse; or in the taking or reviewing of any administrative decision affecting the employment status, entitlements or other benefits of the related Staff or spouse.
- d) The marriage of one Staff to another, subsequent to their appointment, shall not affect the contractual status of either spouse, but their entitlements and other benefits shall be modified as specified by the Director General. The same modification shall apply in case of a Staff whose spouse is a Staff of an organisation that applies the United Nations common system standards.

**Rule 5.4. Appointment procedures**

- a) Upon selection for a post in accordance with procedures established by the Director-General, a candidate shall be informed of the proposed appointment and of its terms and conditions, including the fact that the appointment would be subject to the Staff Regulations and Rules, including the Code of Conduct, and shall also be informed of the requirements that need to be met before the offer can be confirmed.
- b) Selected candidates shall be required to submit verified copies of all academic qualifications listed in their CVs as well as a leaving certificate from their last place of work.
- c) The offer shall specify the grade and step of the proposed appointment, established in

accordance with Staff Rule 4.2(d).

- d) On reporting for duty, an appointee shall receive and sign a Letter of Appointment consistent with Annex I to the Staff Regulations and subscribe to the Declaration of Office required by Staff Regulation 2.10.

**Rule 5.5. Periods of appointment and probation**

- a) Professional Staff shall be granted either a temporary or a fixed-term appointment up to two years. Fixed-term appointments may be extended at the discretion of the Director- General. The initial period of extension shall normally not exceed three years and can be extended further. The total length of service on fixed-term appointments shall normally not exceed fifteen years.<sup>27</sup>
- b) A “fixed-term appointment” is a time-limited appointment of two<sup>28</sup> years or longer. The total length of service on fixed-term appointments shall normally not exceed fifteen years, renewable on an annual basis. The Director General may extend this maximum period once for a period of up to two years. For Staff in the Professional and higher categories, such an extension may be made only when there is a documented record of good performance and of the need to ensure continuity of the work of ISA.
- c) A “temporary appointment” shall be granted for a period of less than one year to meet seasonal or peak workloads and specific short-term requirements. The appointment of a Staff who has served for the maximum period may be extended up to a total continuous period of less than two years when warranted by surge requirements and operational needs related to special projects with finite mandates.
- d) In accordance with Staff Regulation 5.5(c), new Staff shall serve a probationary period of six months for fixed-term appointments and two months for temporary appointments of six months or longer.
- e) The purpose of the probationary period is to assess whether new Staff are willing and able to perform their work satisfactorily, and to regulate their conduct in accordance with the obligations flowing from the Staff Regulations and Rules, including the Code of Conduct, and from their status as International civil servant.
- f) At the end of the probationary period, the appointment shall be confirmed if the assessment of the Staff’s performance and conduct is positive, in accordance with the procedures stipulated in Staff Rule 2.7(c). If the assessment is negative, the Staff shall be separated from service in accordance with Staff Rule 10.5.

**Rule 5.6. Effective date of appointment**

- a) The effective date of appointment shall be the date the Staff reports for duty if locally recruited. For Staff, if travel is authorised, the effective date of appointment shall be the date the Staff enters travel status, provided that this date is not earlier than that required for travel by the route and type of transport designated by ISA.
- b) No appointee shall report for duty or commence any travel for the purpose of entering on

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<sup>27</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123 and increased to 15 years pursuant to approval of the Assembly during its Seventh Session.

<sup>28</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

duty until the medical requirements of Staff Rule 5.9 and the appointment procedure requirements of Staff Rule 5.4 have been met.

**Rule 5.7. Determination of recognised home country and place of residence in the home country**

- a) At the time of appointment of Staff in the Professional and higher categories, the Director General shall determine, in consultation with the Staff, the place that is to be recognised throughout the Staff's service as the home country and the place of residence in the home country for purposes of establishing the Staff's entitlements under the Staff Rules.
- b) Unless there are valid reasons to the contrary, the home country shall be the country of nationality of the Staff, and the place of residence shall be the place in the home country where the Staff was last residing before appointment. Consideration may be given in individual cases to designating a country other than the country of nationality as the home country, and a place other than the last residence in that country as the place of residence for administrative purposes.

**Rule 5.8. Promotion**

- a) Promotion is the advancement of a Staff with a fixed-term appointment to a higher-level post, after a competitive selection process.
- b) Salary on promotion shall be determined in accordance with Staff Rule 4.2.

**Rule 5.9. Medical standards**

- a) Upon selection, a candidate that has been selected for appointment shall undergo a prescribed medical examination, in accordance with the UN Common System Standards, by a recognised medical practitioner who is on the United Nations Examining Physicians list for the duty station.
- b) Should the report of the physician show that the candidate is not fit for the post in question, a decision shall be made as per procedures laid down by the Director General.
- c) Upon appointment and before any subsequent travel for ISA, a Staff shall have all such inoculations as the physician shall prescribe.
- d) Any medical examination and any inoculation required by ISA shall be at the expense of ISA, subject to conditions and maximum amounts established by the Director-General in accordance with United Nations common system standards.

## **Chapter 6. Attendance and leave**

**Rule 6.1. Working hours and attendance**

- a) The Director General shall establish for the organisation the normal working hours and the normal working week, on the basis of the standards used by United Nations Common System organisations at each duty station.
- b) Staff may be required to work beyond the normal working hours and the normal working week, in which case they will be compensated as provided in Staff Rule 6.3.

**Rule 6.2. Official holidays**

The number of holidays at each duty station including the Headquarters shall be ten days in each

calendar year. The Director General shall determine and establish the official holidays, having considered the diversity of Staff, taking into account the most commonly observed holidays at the duty station including the Headquarters and the practice followed by other international organisations.

**Rule 6.3. Overtime and compensatory leave**

- a) General Service Staff who have been required to work by the appropriate supervisor beyond the normal working hours and the normal working week shall be given compensatory leave in accordance with procedures established by the Director General.
- b) Should the exigencies of service permit, and subject to prior approval of the Director-General, Staff in the Professional and higher-level categories may be granted occasional compensatory leave when they have been required to work substantial or recurrent periods of overtime.

**Rule 6.4. Annual leave**

- a) Staff on fixed-term appointment shall accrue annual leave while in full pay status at the rate of two and a half days per month. No annual leave shall accrue while the Staff is on the special leave that may be authorised under Staff Rule 6.6 as part of the compensation for service- incurred illness or injury.
- b) Staff on temporary appointment shall accrue annual leave while in full pay status at the rate of one and a half days per month,
- c) Annual leave accrues and may be taken in units of days and half days.
- d) Since the purpose of annual leave is to provide a period of rest each year, not more than 15 days of annual leave accrued in a given year shall normally be carried forward to the next calendar year. Not more than 60 days of accumulated annual leave can be carried forward beyond 31 December of each year for Staff on fixed term appointment, and not more than 30 days for Staff on temporary appointment.
- e) In exceptional circumstances and after approval from the Director General, a Staff may be permitted to take advance annual leave up to a maximum of 10 days, provided that his or her service is expected to continue for a period beyond that necessary to accrue the leave so advanced.
- f) Annual leave may be taken only when authorised. All arrangements as to leave are subject to the exigencies of service, which may require that leave be taken by a Staff during a specified period.
- g) Staff who, on leaving the service of ISA, have an annual leave credit, shall be paid in respect of each day of unused annual leave up to a maximum of 60 working days for Staff on fixed-term appointments and 30 working days for Staff on temporary appointments.

**Rule 6.5. Home leave**

- a) Home leave is provided so that Staff on a fixed-term appointment in the Professional and higher categories who are serving and residing outside their home country, as defined in Staff Rule 4.1(c), may spend a reasonable period of annual leave in the home country with a view to maintaining effective association with that country. Staff may exercise home leave travel in a country other than their home country under conditions established by the Director General.

- b) Home leave may be taken for the first time when Staff have completed 24 months of qualifying service as defined in paragraph (c) below, provided their service is expected by ISA to continue at least six months after the expected date of return from home leave. Subsequent home leave may be taken once every other year, at any time during the calendar year, subject to the same expectation of continuation of service for at least six months after the expected date of return from home leave.
- c) Qualifying service means continuous service for ISA outside the Staff's home country. Leave without pay for 30 days or less does not break continuity of service.
- d) Home leave consists of travel time not charged to the Staff's annual leave and return transportation paid by ISA for the Staff, the spouse and eligible children, up to the cost of travel between the duty station and the Staff's place of residence in home country or the actual destination, whichever is less, under conditions established by the Director General. The Staff, his or her spouse and dependent children must spend a reasonable period of time in the country where the leave is exercised.
- e) If both spouses are Staff in organisations applying the United Nations common system standards and both are eligible for home leave, each shall have the choice of exercising the home leave entitlement as a Staff, or as a spouse, but not as both. Such choice may not result in more than one home leave in every home leave cycle.
- f) A Staff may be required to take home leave in conjunction with travel on official business or change of duty station, due regard being paid to the interests of the Staff and his family.

**Rule 6.6. Special leave<sup>29</sup>**

- a) Special leave with full, partial or no pay may be granted at the request of a Staff holding a fixed-term appointment for such period and under such conditions as the Director General may prescribe. Special leave may be granted for training or research in the interest of ISA or for other important reasons, including but not limited to childcare, serious illness of a family member, or death of an immediate family member. Special leave may be granted as follows;
  - i) As special leave with full pay in the case of adoption of a child;
  - ii) As special leave without pay for a period of up to three months for a Staff who is the mother or father of a new born or an adopted child, with a possibility of extension for up to an additional three months in exceptional circumstances with permission from the Director General. The right of a Staff to be reabsorbed after the end of such special leave without pay shall be fully protected;
  - iii) As special leave without pay for a period of 2 weeks, including necessary travel time, upon the death of a member of the immediate family of the Staff or in case of a serious family emergency.
  - iv) Once a Staff's sick leave entitlement has been exhausted, and if such a Staff has not separated from ISA, the Staff may be placed on special leave.

Additional overall conditions for special leave:

- i) Automatic conversion of sick leave to special leave after the exhaustion of the former.

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<sup>29</sup> Rule 6.6 (d), (e) and (f) be deleted and inserted after Rule 6.7(a), and numbered as 6.7(b), (c) and (d) respectively to streamline the provisions on sick leave pursuant to approval of the Assembly during its Seventh Session.

- ii) Exhaustion of annual leave converts to special leave without pay.
- b) The Director General may, at his initiative, place a Staff on special leave with full pay if he considers such leave to be in the interest of ISA.
- c) Staff shall not accrue service credits towards sick, annual and home leave, salary increment, seniority, termination indemnity and repatriation grant during periods of special leave with partial pay or without pay exceeding one month. Continuity of service shall not be considered broken by periods of special leave.

**Rule 6.7. Sick leave<sup>30</sup>**

- a) A Staff may at any time be required to undergo a medical examination by a medical practitioner designated by the Director General.
- b) Staff who are unable to perform their duties because of illness or injury, or whose attendance is prevented by public health requirements, will be granted sick leave. All sick leave must be approved under conditions established by the Director General.
- c) Staff's maximum entitlement to sick leave shall be determined by the nature and duration of their appointment, as follows:
  - i) A Staff who holds a temporary appointment shall be granted sick leave with full pay at the rate of two working days for each month of completed service;
  - ii) A Staff who holds a fixed-term appointment and who has completed less than three years of continuous service shall be granted sick leave of up to three months with full pay and three months on half pay;
  - iii) A Staff who holds a fixed-term appointment and who has completed three years of continuous service shall be granted sick leave of up to nine months on full pay and nine months on half pay.
- d) Any absence of more than two consecutive working days which is to be charged as sick leave must be supported by a certificate from a duly recognised medical practitioner stating that the Staff is unable to perform his or her duties and indicating the probable duration of the illness. Not more than seven working days of uncertified absences within one calendar year shall be charged to sick leave. Part or all of this uncertified sick leave may be used to attend to serious family-related emergencies, in which case the certification requirement in respect of two consecutive working days shall not apply.
- e) A Staff shall not, while on sick leave, leave the duty station without the prior approval of the Director General.
- f) Staff shall inform their supervisors as soon as possible in case of absence due to illness or injury. They shall submit a medical certificate for any absence of more than two consecutive working days taken in accordance with the paragraph (c) above by the fifth working day of continuous absence or upon return to work, whichever is earlier.
- g) Sick leave taken by a Staff in excess of the limits set in paragraph (b) above requires approval in accordance with conditions established by the Director General. When those conditions are not met, the absence shall be treated as unauthorised in accordance with Staff Rule 10.3.

**Rule 6.8. Maternity leave**

- a) Staff shall be entitled to maternity leave, subject to conditions established by the Director

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<sup>30</sup> ibid

General.

- b) Maternity leave on full pay shall commence six weeks before the expected date of birth upon submission of a certificate from a duly qualified medical practitioner or midwife indicating the expected due date. At the request of the Staff and on medical advice, the Director-General may permit the maternity leave to commence less than six weeks but not less than two weeks before the expected due date. Maternity leave shall extend for a period of 24 weeks from the time it is granted. However, in no case shall maternity leave terminate less than 12 weeks after the actual date of birth.
- c) During the first year after the birth of a child, a nursing mother shall be allowed additional sufficient time off each day to nurse her child.
- d) Where both parents of a new born child are Staff of ISA, any unused portion of maternity leave to which the mother could otherwise have been entitled may be used by the other parent, under conditions established by the Director General.
- e) Sick leave shall not normally be granted to a Staff on maternity leave, except where serious complications arise.
- f) Annual leave shall accrue during the period of maternity leave

**Rule 6.9. Paternity leave**

A Staff shall be entitled to paternity leave subject to conditions established by the Director-General. Upon presentation of satisfactory evidence of the birth of the Staff's child, the Staff shall be entitled to paternity leave for a total period of up to four weeks. In exceptional circumstances, typically related to a severe medical condition of the mother or the child, the Director-General may authorise paternity leave for a total period of up to eight weeks. Paternity leave must be exhausted within 12 months from the date of the child's birth.

**Rule 6.10. Adoption leave**

Subject to conditions established by the Director General, and upon presentation of satisfactory evidence of the adoption of a child, a Staff shall be entitled to adoption leave for a total period of up to eight weeks.

## **Chapter 7. Social Security**

**Rule 7.1. Pension**

In accordance with Staff Regulation 7.1 and Staff Rule 4.10, Staff on fixed-term appointment shall be paid an allowance, equivalent to 15.8% of net salary and post adjustment, where applicable, to enrol in an appropriate pension scheme. In the event, ISA does not offer organisation pension scheme, the onus and responsibility of enrolling in an appropriate pension scheme lies with the Staff who shall provide evidence of such enrolment within three months of his/her appointment, or once these Staff Rules come into force, as the case may be.

**Rule 7.2. Health insurance**

Staff on fixed-term appointment shall participate in a health insurance scheme under terms and conditions determined by the Director General, and shall provide evidence of such enrolment within three months of his/her appointment. ISA shall contribute a certain percentage towards payment of the premium, as established by the Director General.

**Rule 7.3. Compensation for illness, injury or death attributable to service**

A Staff, or their surviving spouse or dependants, shall be entitled to compensation in the event of illness, injury or death attributable to the performance of official duties on behalf of ISA, in accordance with Staff Rules established by the Director General.

**Rule 7.4. Special grant in case of death while in service**

- a) On the death of a Staff with a surviving spouse or one or more dependent children, a special grant shall be paid to the spouse or, if none, to the dependent children, in equal shares.
- b) The grant shall be calculated in accordance with United Nations common system standards;
- c) The grant shall not be payable if the Staff did not have a spouse or one or more dependent children.

**Rule 7.5. Loss of personal property**

Loss of personal property incurred in the course of service may be compensated under conditions and subject to maximum limits established by the Director General. Staff are expected in all cases to take reasonable precautions to against loss of their personal property and shall obtain insurance for all valuable items.

**Chapter 8. Travel and removal expenses**

**Rule 8.1. Travel of Staff**

Subject to conditions established by the Director General, ISA shall pay the travel expenses of a Staff in the following circumstances:

- a) On initial appointment of a Staff to a position in the Professional and higher categories;
- b) On change of duty station;
- c) On official business;
- d) On home leave;
- e) On family visit, provided ISA did not pay travel expenses to the duty station and assignment grant for the spouse or any dependent children;
- f) On separation from service, the Staff will be paid return travel except in cases of abandonment of post and as provided in Staff Rule 10.3.
- g) The Director General may reject any claim for payment or reimbursement of travel or removal expenses which are incurred by a Staff in contravention of any provision of the Staff Rules.
- h) Subject to conditions established by the Director General, ISA shall pay the travel expenses of other personnel on official business.

**Rule 8.2. Travel of eligible family members of Staff**

- a) Eligible family members, for the purposes of official travel, comprise the spouse and dependent children as defined in Staff Rule 4.3(a) and 4.3.1(b). In addition, children on whose account the Staff receives an education grant may be eligible for education grant travel even though they are no longer recognised as dependants under Staff Rule 4.3(a).
- b) Travel for eligible family members shall be paid only in respect of Staff appointed or assigned from outside the duty station to a position in the Professional or higher category and holding

- an appointment of two<sup>31</sup> years or longer.
- c) Subject to conditions established by the Director General, ISA shall pay the travel expenses of eligible family members of a Staff holding a fixed-term appointment in the following circumstances:
- i) On appointment or assignment for a period of two<sup>32</sup> years or longer, or upon extension of an initial assignment of less than two<sup>33</sup> years resulting in an uninterrupted period of service of two<sup>34</sup> years or longer at the duty station, from the recognised home country or, at the option of ISA, the place of recruitment, provided that the spouse and dependent children are expected by the Director General to remain at the duty station for at least one year while the Staff remains in service;
  - ii) On change of duty station, provided that the service of the Staff at the new duty station is expected by the Director General to continue for more than six months beyond the date of travel of eligible family members to the new duty station;
  - iii) On home leave;
  - iv) On travel of the spouse to the duty station in lieu of the Staff's family visit travel under Staff Rule 8.1(e);
  - v) On education grant travel for children on whose account the Staff receives an education grant or special education grant;
  - vi) On separation of a Staff from service, ISA will pay return travel for eligible family members, provided that the Staff has completed not less than two<sup>35</sup> years of continuous service, subject to the provisions of Staff Rule 8.2(b).
- d) When a child for whom travel expenses have previously been paid by ISA reaches the age beyond which he or she no longer qualifies as a dependant under Staff Rule 4.3(a), payment of a one-way trip by the child to either the Staff's duty station or to the home country may be paid provided the travel takes place:
- i) Within the year following the date when the child ceases to qualify as a dependant under Staff Rule 4.3 (a), or
  - ii) Upon completion of the child's continuous attendance at a university or equivalent institution, when the child's attendance commenced during the period of dependency status.
- e) If both spouses are Staff of ISA and both are eligible for repatriation travel, each shall have the choice of exercising the entitlement as a Staff or as a spouse, but not as both. Such choice shall not result in more than one journey for each Staff.

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<sup>31</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>32</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>33</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>34</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>35</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

**Rule 8.3. Loss of entitlement<sup>36</sup>**

- a) A staff holding a fixed-term or continuing appointment who resigns before completing one year of service or within six months following the date of his or her return from travel on home leave or family visit, or within three months for a Staff assigned to designated duty stations, shall not be entitled to payment of return travel expenses for himself or herself and family members unless the Director General determines that there are compelling reasons for authorising such payment.
- b) A Staff holding a temporary appointment who resigns before completing the full term of his or her appointment shall not be entitled to payment of return travel expenses for himself or herself unless the Director General determines that there are compelling reasons for authorising such payment.
- c) Entitlement to return travel expenses shall cease if travel has not commenced within two years of the date of separation. However, in case both spouses are Staff and the spouse who separates first is entitled to return travel expenses, his or her entitlement shall not cease until two years after the date of separation of the other spouse.

**Rule 8.4. Authorisation to travel**

Travel shall be authorised in writing before it is undertaken, officials shall be personally responsible for ascertaining that he or she has the proper authorisation before commencing travel.

**Rule 8.5. Travel expenses**

- a) Travel expenses that shall be paid or reimbursed by ISA under the relevant provisions of the Rules include:
  - i) Transportation expenses (i.e., carrier fare);
  - ii) Terminal expenses;
  - iii) Daily subsistence allowance;
  - iv) Miscellaneous travel expenses;
- b) Officials shall exercise the same care in incurring expenses that a prudent person would exercise if travelling on personal business.

**Rule 8.6. Route, mode and standard of travel**

- a) All travel at the expense of ISA shall be by a route, mode and standard of travel approved by the Director General.
- b) Travel expenses and other entitlements, including travel time, shall be limited to the amounts and conditions applicable for a journey by the approved route, mode and standard of travel.
- c) Officials who wish to make travel arrangements that vary from the approved route, mode and standard of travel must obtain permission to do so in advance and assume responsibility for any extra charges resulting from the variation.
- d) Travel shall normally be by the most direct and economical route. An alternative route may be approved when the Director General determines that it is in the best interest of ISA.

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<sup>36</sup> Amendment to change the conditions and periods for the reimbursement of entitlements in case of resignation of the ISA official before the end of their actual contract pursuant to approval of the Assembly during its Seventh Session.

- e) The standard of travel shall be determined in accordance with the conditions established by the Director General.

**Rule 8.7. Transportation expenses - Purchase of tickets**

- a) Tickets for official travel of officials and eligible family members shall be purchased by ISA in advance of actual travel. Officials may be authorised to purchase their own tickets under conditions established by the Director General. The Director General shall endeavour to negotiate contract fare rates advantageous to ISA, especially for the most frequently travelled routes.
- b) When officials, for reasons of personal preference or convenience, request a standard of travel in excess of their entitlement or request travel by other than the approved route or mode of travel, they shall be required to reimburse ISA for any additional costs thus incurred before ISA provides them with the necessary tickets.

**Rule 8.8. Travel by automobile**

Officials who are authorised to travel by automobile shall be reimbursed by the ISA at rates and under conditions established by the Director General.

**Rule 8.9. Terminal expenses**

Terminal expenses shall be deemed to cover all expenditures for transportation and incidental charges between the airport or other point of arrival and departure and the hotel or other accommodation for the officer and each family member authorised to travel at the expense of ISA. They shall be reimbursed at rates and under conditions established by the Director General.

**Rule 8.10. Daily subsistence allowance**

- a) An official authorised to travel at the expense of ISA shall be paid a daily subsistence allowance at rates and under conditions established by the Director General.
- b) When the spouse or dependent children of a Staff are authorised to travel at the expense of ISA, the Staff shall be paid an additional daily subsistence allowance for each family member at half the rate applicable to the Staff.
- c) No daily subsistence allowance shall be payable for travel:
  - i) On appointment, assignment or repatriation;
  - ii) On home leave, family visit or education grant travel.

**Rule 8.11. Miscellaneous travel expenses**

Necessary or unavoidable additional expenses incurred by an official in connection with official business or in the performance of authorised travel shall be reimbursed by ISA after completion of travel, under conditions established by the Director General.

**Rule 8.12. Travel advances**

Officials authorised to travel shall secure advance funds sufficient to cover all expenses. An advance of 100 per cent of Daily Subsistence Allowance, terminal expenses and airfare, in the case of self-booking when authorised, payable under the Staff Rules may be made on the basis of an estimate and certification.

**Rule 8.13. Unaccompanied shipment of personal effects and household goods<sup>37</sup>**

- a) ISA shall pay for the cost of unaccompanied shipment of the Staff's personal effects and household goods to and from the duty station through a lump-sum relocation grant<sup>38</sup> that will be paid under conditions and within limits established by the Director General in accordance with the United Nations common system standards.
- b) No relocation grant on separation from service shall be payable to Staff appointed or assigned for two<sup>39</sup> year or longer who resign after less than two<sup>40</sup> year of service at the duty station to which they were appointed or assigned.

**Rule 8.14. Transportation of decedents**

On the death of a Staff or his or her spouse or dependent child, ISA shall pay the expenses of preparing and transporting the remains of a deceased whom ISA had the obligation to repatriate under Staff Rule 8.1 or 8.2, under conditions established by the Director General.

**Rule 8.15. Insurance**

- a) Staff shall not be reimbursed for the cost of personal accident insurance or insurance of accompanied personal baggage. However, compensation may be paid, in respect of loss of or damage to such baggage determined to be directly attributable to the performance of official duties on behalf of ISA.
- b) ISA shall not be responsible for the loss of or damage to unaccompanied shipments.

**Chapter 9. Staff relations**

**Rule 9.1. Staff Representative Body**

- a) A Staff representative body may be established by the Staff in accordance with Staff Regulation 9.2.
- b) Staff holding a fixed-term appointment and other personnel may be chosen as Staff representatives.
- c) The Staff representative shall be chosen through a participatory process on an annual basis in a manner that will ensure the regularity of the process and reflect the proportionate representation of Staff and other personnel in the Secretariat.
- d) The Staff representative body shall advise the Director General on general questions of Staff welfare from time to time.

**Chapter 10. Separation from service**

**Rule 10.1. Definition**

"Separation from service" means the administrative process through which a person previously

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<sup>37</sup> Approved at the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>38</sup> The revision in amount is proposed in accordance with prevailing United Nation rates pursuant to approval of the Assembly during its Seventh Session.

<sup>39</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

<sup>40</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

employed as a Staff by ISA will no longer have that status, and at the end of which his or her final entitlements will be established and settled. Separation from service may be as a result of any of the following:

- a) Resignation;
- b) Abandonment of post;
- c) Expiration of appointment;
- d) Non-confirmation of appointment;
- e) Termination of appointment;
- f) Death.

**Rule 10.2. Resignation**

- a) Resignation is a separation initiated by the Staff. No termination indemnity is payable.
- b) Staff on a fixed-term appointment shall give 30 calendar days' written notice of Resignation; Staff on a temporary appointment shall give 15 calendar days' written notice. Other Staff shall give 15 days' calendar notice. The Director- General may accept resignation on shorter notice.

**Rule 10.3. Abandonment of post**

Abandonment of post is a separation initiated by a Staff other than by resignation. Separation as a result of abandonment of post shall not constitute termination within the meaning of the Staff Regulations and Rules. No termination indemnity is payable.

**Rule 10.4. Expiration of appointment**

Fixed-term and temporary appointments expire automatically and without prior notice on the expiration date specified in the letter of appointment. No termination indemnity is payable.

**Rule 10.5. Non-confirmation of appointment**

- a) When a Staff's performance and conduct during the probationary period governed by Staff Regulation 5.5(c) and Staff Rule 5.5(i) has been assessed negatively as per the procedure specified in Staff Rule 2.7(c), the appointment shall not be confirmed and the Staff shall be separated from service. The Staff shall be notified of the reasons for non-confirmation.
- b) Written notice of separation is required 30 calendar days before the separation date for Staff on a fixed-term appointment, and 15 calendar days before the separation date for Staff on temporary appointments. No termination indemnity is payable.

**Rule 10.6. Termination of appointment**

- a) "Termination" within the meaning of the Staff Regulations and Rules is a separation from service initiated by the Director General.
- b) The Director General may, giving the reasons therefore, terminate the appointment of a Staff who holds a temporary or fixed-term appointment in accordance with the terms of the appointment or on any of the following grounds:
  - i) Abolition of post(s) or reduction of Staff;
  - ii) Unsatisfactory service;
  - iii) For reasons of health, if the Staff is incapacitated for further service for such reasons;
  - iv) Dismissal or summary dismissal in accordance with Staff Regulation 11.1 and Chapter

11 of the Staff Rules;

- v) If facts anterior to the appointment and relevant to the suitability of a Staff come to light that, if they had been known at the time of appointment, should have precluded his or her appointment under the standards established by the Staff Regulations;
  - vi) In the interest of the good administration of ISA and in accordance with the standards of the Staff Regulations, provided that the action is not contested by the Staff concerned.
- c) The Director General shall give 30 calendar days' written notice of termination to Staff on a fixed- term appointment, and 15 calendar days to Staff on a temporary appointment.
  - d) In lieu of the notice period, the Director General may authorise compensation equivalent to salary, post adjustment and allowances that the Staff would have received during the relevant notice period, at the rate in effect on the last day of service.
  - e) The Director General shall establish, as necessary, detailed conditions applicable to termination on the grounds listed in paragraph (b) above.

**Rule 10.7. Termination indemnity**

- a) Payment of termination indemnity under Staff Regulation 10.2(c) shall be calculated on the basis of the net base salary payable to the Staff as of the effective date of separation.
- b) Length of service for purposes of computing the termination indemnity shall comprise the total period of a Staff's full-time continuous service. Continuity of service shall not be considered as broken by periods of special leave. However, periods of special leave with partial pay or without pay of one month or longer shall not be taken into account when determining the length of service for purposes of computing the termination indemnity.

**Rule 10.8. Commutation of annual leave**

- a) If Staff have accrued annual leave on separation from service, they shall be paid a sum of money in commutation of such accrued leave up to a maximum of 30 working days for Staff on temporary appointments and 60 working days for Staff on fixed- term appointments, in accordance with Staff Rule 6.4(d).
- b) The payment shall be calculated as follows:
  - i) For Staff in the Professional and higher categories, on the basis of the Staff's net base salary plus post adjustment;
  - ii) For Staff in the General Service category, on the basis of the Staff's net base salary.

**Rule 10.9. Restitution of advance annual and sick leave**

- a) If a Staff has taken advance annual or sick leave that has not been offset by leave accrued before the date of separation, the Staff shall make restitution of the negative leave balance by means of a cash refund or a deduction from terminal payments. The amount shall be equivalent to the remuneration received by the Staff, including allowances and other payments, in respect of the advance leave period.
- b) The Director General may waive this requirement if in his or her opinion there are exceptional or compelling reasons for doing so.

**Rule 10.10. Repatriation grant**

- a) On separation from service other than by abandonment of post under Staff Rule 10.3 or

summary dismissal under Staff Rule 11.1(c), a Staff in the Professional or higher category shall be eligible for a repatriation grant provided the following conditions are met:

- i) ISA has the obligation to return the Staff and his or her spouse and dependent children on separation from service, at the expense of ISA, to a place outside the country of the last duty station;
  - ii) The Staff worked and resided outside his or her recognised home country while serving at the last duty station;
  - iii) The Staff has completed at least two<sup>41</sup> year of continuous service and residence away from the home country. Any period of one month or longer during which the Staff was assigned to, or residing in, the recognised home country shall be excluded for the purpose of computing the duration of continuous service for purposes of repatriation grant;
  - iv) The Staff provides evidence satisfactory to the Director General that he or she has relocated in a country other than the country of the last duty station.
- b) Subject to conditions established by the Director General, the repatriation grant shall be paid in accordance with the United Nations common system standards.
  - c) In the event of the death of an eligible Staff, no payment shall be made unless there is a surviving spouse or one or more dependent children who are entitled to repatriation at the expense of ISA. The payment shall be made at the lower rate if there is only one such surviving family member, and at the higher rate if there is more than one surviving family member.
  - d) Entitlement to the repatriation grant shall cease if no claim has been submitted within one year after the date of separation. However, when both spouses are Staff and the spouse who separates first is entitled to repatriation grant, the claim for payment by that spouse shall be considered timely if submitted within one year of the date of separation of the other spouse.

**Rule 10.11. Certificate of service**

Any Staff who so requests shall, on leaving the service of ISA, be given a statement relating to the nature of his or her duties and the length of service. On written request from the Staff, the statement shall also refer to quality of work and official conduct.

**Chapter 11. Disciplinary measures**

**Rule 11.1. Disciplinary measures**

- a) Misconduct occurs when an officer fails to comply with his or her obligations under the Staff Regulations and Rules, including the Code of Conduct, the Financial Regulations and Procedures, and directives issued by the Director General. Sexual harassment and sexual abuse constitute serious misconduct.
- b) Once it has been established that misconduct has occurred through an investigation initiated at the discretion of the Director General, disciplinary measures proportionate to the gravity of the misconduct may be imposed.

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<sup>41</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

- c) Disciplinary measures may take the form of one or more of the following:
  - i) Written censure;
  - ii) Loss of one or more steps in grade;
  - iii) Deferment, for a specified period, of eligibility for salary increment;
  - iv) Demotion, with or without deferment for a specified period of eligibility for promotion;
  - v) Dismissal;
  - vi) Summary dismissal, in which case the Staff shall not receive the termination indemnity or repatriation grant that would otherwise be payable.
- d) An oral or written reprimand given by a supervisor on performance grounds shall not be regarded as a disciplinary measure.

**Rule 11.2. Notification of charges and reply**

- a) A disciplinary measure listed in Staff Rule 11.1(c) may be imposed only after due process has been followed in line with Legal Framework, i.e., the officer has been notified of the charges made against him or her and has been given an opportunity to respond to those charges within eight calendar days. This period may be shortened if the urgency of the situation requires it.
- b) The notification and the reply shall be in writing.

**Rule 11.3. Administrative leave**

- a) An official may be placed on administrative leave pending completion of an investigation and of any subsequent disciplinary process. Such placement does not constitute a disciplinary measure.
- b) An official placed on administrative leave shall be given a written statement of the reason(s) for such leave and its probable duration.
- c) For officials paid remuneration by ISA, administrative leave shall normally be with full pay. In exceptional circumstances, the Director General may decide that administrative leave without pay is warranted. If the officer is placed on administrative leave without pay and the charges are subsequently dropped or found not to warrant dismissal, the officer shall retroactively be restored in full pay status.

**Rule 11.4. Imposition of one or more disciplinary measures**

- a) When serious misconduct has been established, the Director General may decide to summarily dismiss the Staff, or immediately terminate the engagement of other Staff, without prior notice.
- b) In all other cases, imposition of a disciplinary measure shall require prior advice to the Director General from the body with Staff participation established under Staff Regulation 11.2.
- c) The Director General shall establish detailed procedures as may be needed for the implementation of the disciplinary process.

**Chapter 12. Appeals and administration of justice**

**Rule 12.1. Right to appeal**

- a) Staff have the right to appeal against administrative decisions affecting them directly. The

appeal must be based on an alleged non-observance of their terms of appointment, including pertinent Staff Regulations and Rules.

- b) Appeal against an administrative decision shall not have the effect of suspending action on the contested decision.

**Rule 12.2. Internal appeal process**

Except as otherwise provided in Staff Rules 12.3 and 12.4, Staff wishing to appeal an administrative decision shall follow the internal appeal process set out below:

- a) As a first step, the Staff shall address to the Director General a request for management review of the decision within 30 calendar days of being informed of that decision.
- b) If the Staff is not satisfied with the answer received, or if no answer is received within 15 days of the request for management review, the Staff may submit an appeal to the body with Staff participation established under Staff Regulation 12.2.
- c) The time limit for filing an appeal is 30 calendar days after the answer to the request for review. If no answer was provided, the time limit is 30 calendar days after the expiration of the 15-day period during which a timely answer could have been provided.
- d) The appellate body shall consider the appeal expeditiously and advise the Director General of its findings and recommendations.
- e) The Director General shall make a final decision on the appeal, in light of the findings and recommendations of the appellate body.
- f) The Staff may challenge the Director General's final decision before the independent judicial or arbitral mechanism provided under Staff Regulation 12.3.
- g) The Director General shall establish detailed procedures as may be needed for the implementation of the appeals process.

**Rule 12.3. Appeal against non-confirmation of appointment**

- a) A decision taken under Staff Rule 10.5(a) not to confirm a Staff's appointment may be appealed in writing to the Director General within 15 calendar days of receipt of notice of non-confirmation.
- b) The Director General's decision shall be final, and shall not be subject to the internal appeal process established in Staff Rules 12.2 (a) to (g).
- c) The Staff may challenge the Director General's final decision before the independent judicial or arbitral mechanism provided under Staff Regulation 12.3.

**Rule 12.4. Appeal against decisions imposition of disciplinary measures**

- a) Decisions to impose disciplinary measures after advice from a body with Staff participation under Staff Rule 11.4 (b) may be appealed directly to the independent judicial or arbitral mechanism provided under Staff Regulation 12.3.
- b) Appeals against decisions to summarily dismiss a Staff under Staff Rule 11.1 [(c)vi] shall be submitted to the appellate body established under Staff Regulation 12.2. The time limit for submitting such appeals shall be 30 calendar days after notification of the summary dismissal. The provisions of Staff Rules 12.2(d) to (g) shall apply after a timely appeal has been submitted to the appellate body.

## Chapter 13. General Provisions

### **Rule 13.1. Purpose of the Staff Rules**

The Rules are issued by the Director General to implement the provisions of the Staff Regulations as necessary.

### **Rule 13.2. Relationship between Staff Regulations and Staff Rules**

In the event of conflict between the Staff Regulations and the Staff Rules, the Staff Regulations shall prevail.

### **Rule 13.3. Amendments to the Staff Rules**

Subject to Staff Regulation 13.3, the Rules may be amended by the Director General in a manner consistent with the Staff Regulations.

### **Rule 13.4. Exceptions to the Staff Rules**

The Director General may make exceptions to the Rules provided that such exceptions are not inconsistent with any Staff Regulation or other decision of the Assembly; and provided further that each exception is agreed to by the Staff directly affected and is, in the opinion of the Director-General, not prejudicial to the interests of any other personnel or group of Staff.

### **Rule 13.5. Delegation of authority**

The Director General may delegate to Staff such of their authority as necessary for the effective implementation of the Staff Rules

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## 5. SECONDMENT POLICY AND REGULATIONS

Recalling the Preamble of the Framework Agreement on the Establishment of the International Solar Alliance;

Acknowledging the specific and common obstacles that still stand in the way of rapid and massive deployment of solar energy in the solar resource rich countries;

Affirming that these obstacles can be addressed if the parties<sup>42</sup> to International Solar Alliance act in a coordinated manner, with strong political impulse and resolve and by better harmonising and aggregating the demand for inter alia solar finance, technologies, innovation or capacity building across countries and will provide a strong lever to lower costs, increase quality and bring reliable and affordable solar energy within the reach of all.

Taking into consideration the abovementioned and Article 1<sup>43</sup> read with guiding principles mentioned in Article 2<sup>44</sup> (1)(2) of the Framework Agreement. The Secretariat under the authority of Director General, in accordance with Article V (3) has prepared Secondment Policy and Regulations, to facilitate better coordination, mobilise expertise, skills and know how to reinforce activities and fulfil overall objective of ISA.

With this document, ISA emphasises the importance to ensure that the seconded Staff be governed by clear legal regime.

### **Secondment Scheme**

In lieu of ensuring equal opportunity and treatment to parties, the Secretariat strives to appoint Secondees<sup>45</sup> to mobilise expertise, sharing of knowledge and capacity building in line with the common goals of ISA. Such opportunity to work and gain practical work experience in a dynamic international environment will allow them to showcase their expertise relevant to the ISA mandate on a global platform.

The secondment policy is one of the key aspects of partnerships strategies of ISA, and not a substitute for the recruitment of Staff. The experts being seconded shall be highly valued resources

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<sup>42</sup> Stakeholders such as Member countries, non-governmental / international organisations, multilateral agencies, bilateral agencies, universities, public and private countries and non-member countries, in accordance with Article VII (Member and Partner Country status), Article VIII (Partner Organisation provisions of the Framework Agreement of the International Solar Alliance.

<sup>43</sup> Parties hereby establish an International Solar Alliance (ISA) through which they will collectively address key common challenge to the scaling up of the solar energy in line with their needs.

<sup>44</sup> (1) Members take coordinated actions through Programmes and activities launched on a voluntary basis aimed at better harmonising and aggregating demand for inter alia solar finance, solar finance, solar technologies, innovation, research and development and capacity building. (2) In this endeavour, Members cooperate closely and strive for establishing mutually beneficial relationships with relevant organisations, public and private countries and with non-member countries.

<sup>45</sup> Secondee means a person employed as Staff of ISA and is seconded by a Member country, Partner Countries, UN and its organs, Partner Organisations, Intergovernmental economic integration organisations, multilateral agencies, bilateral agencies, universities/Institutes or the public/private sector. The Secondee shall be subject to by-laws of ISA.

and shall be deployed for a fixed period of time in response to specific needs of ISA. The secondment Policy shall pave the way for a tangible capacity building by facilitating cooperation between ISA and the seconding Member country, Partner Countries, UN and its organs, Partner Organisations, Intergovernmental economic integration organisations, Multilateral agencies, Bilateral agencies, universities / Institutes or the public / private sector

### **Objective**

The objective of the Secondment Policy is to provide opportunities for professionals from member countries, regional agencies, universities and other external organisations etc. to join ISA for a fixed tenure as mutually agreed to contribute to the ISA work programme. Primary objectives also include but not limited to:

- a) Providing opportunities for knowledge sharing
- b) Capacity building for the partner and ISA;
- c) Enhancing skills and experience for participants;
- d) Encouraging innovation and most importantly ensuring diversification and cultural exchanges.

Support from the relevant stakeholders shall be sought for the secondment in areas where ISA lacks expertise, or where currently available expertise needs to be supplemented or is not readily available.

### **Secondment Regulations**

- a) As per Staff Regulation 5.1, the Director General shall appoint person on Secondment. Secondment may be provided to personnel belonging, Member country, Partner Countries, UN and its organs, Partner Organisations, Intergovernmental economic integration organisations, multilateral agencies, bilateral agencies, universities / Institutes or the public / private sector; Secondments will also be considered in positions under the projects funded by individual / or group of Countries / Organisations where the countries / organisations shall be entitled to send a person(s) on Secondment basis. The Secretariat will identify specific needs in areas where ISA lacks expertise, or where currently available expertise needs to be supplemented, or is not readily available
- b) Secondment against core sanctioned posts will be subject to candidates fulfilling the prescribed educational and experience eligibility criteria and being selected after the due selection procedure as laid down for filling such posts<sup>46</sup>.
- c) Direct Secondment from country or organisation can be considered only for those projects which are completely funded by such countries / organisations<sup>47</sup>.
- d) The process of secondment intake should be transparent and opportunity should be given to all ISA Members, Partner Countries, UN and its organs, Partner Organisations, Intergovernmental economic integration organisations, multilateral agencies, bilateral agencies, universities / Institutes or the public/private sector. to sponsor candidates of requisite qualifications with selection being done on merit and need basis.

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<sup>46</sup> Approved by the Second Assembly under Agenda Item No. 7, Para 37(i)(a)

<sup>47</sup> Approved by the Second Assembly under Agenda Item No. 7, Para 37(i)(b)

- e) In the case of the countries with Official Development Assistance (ODA) budget, the concerned Partner Country / Organisation shall strive voluntarily to contribute not less than USD 2,000,000 (Two million dollars) towards the ISA Fund Corpus for participation in the Secondment Scheme. In addition, these countries shall cover costs for the full remuneration of the seconded personnel/expert, including appropriate and suitable benefits;
- f) As per Staff Regulation 5.3, will have a minimum of 30 members out of which one-third excluding the Director General shall be global Staff. The seconded personnel/expert shall be hired on a fixed-term appointment and shall have the status and conditions of service of a Staff. The seconded personnel shall be under the functional and technical supervision of ISA
- g) As per Staff Regulation 5.5, the paramount consideration in appointment shall be given to individuals with the highest standards of efficiency, competence and integrity. The seconded personnel/expert shall have to meet the recruitment standards of ISA, in terms of qualifications and experience. The Secretariat shall consider a selection of the Secondee on a wider geographical basis, ensuring adequate representation of ISA Member countries on the basis of mutually agreed terms and conditions with the counterpart.
- h) As per Staff Regulation 5.6, the initial period of secondment of the personnel/expert shall be for, at least, one (1) year and thereafter, extendable annually, based on performance and subject to the sole discretion of ISA, for a maximum duration of four (4) years. In the event of concluding the secondment before the agreed specified period of time, the seconded personnel/expert shall provide three (3) months prior written notice to the Secretariat;
- i) After the expiry of the maximum term as defined in para (f) above, the person on secondment shall be eligible to apply afresh for re-engagement with ISA as per extant procedures subject to approval by their parent organisation
- j) In the event the seconded personnel/expert engages in activities that violate any ISA Rules and regulations, the Director General (Staff Regulation 10.2) shall have the authority to terminate the services of the seconded personnel/expert with one (1) month's prior notice;
- k) The Secretariat and its counterpart shall enter into a formal agreement/memorandum of understanding to cover the terms under which the seconded personnel/expert shall be seconded to ISA. Once the person is selected, a separate contract is concluded between the individual expert and ISA;
- l) While taking Secondees from the private sector, it shall be ensured that there is no conflict of interest as mentioned in Article VI (1) (b) of the Framework Agreement;
- m) To ensure that the highest ethical standards remain central to the work of ISA, the ISA Oath of Office shall be taken by the seconded personnel/expert for day-to-day functioning (Staff Regulation 2.10);
- n) During the Secondment period, the Secondee shall be governed by the Regulations, Rules, Policies and by-laws of the Secretariat mentioned in the Headquarters Agreement as well as the national/local laws of the Host Country
- o) The final decision on the selection of the seconded personnel/expert will be with the Director General in accordance with Article V (3) of the Framework Agreement.
- p) If any Member country giving a project specific contributions / funding in ISA member countries and if they so desire, may second a person to be associated for the project specific activities, then clause (d) above, will not apply.

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## 6. DEPUTATION POLICY AND REGULATIONS

### Objective

The objective of the Deputation Policy is to provide opportunities for Government officials from member countries to join the International Solar Alliance (ISA) for a fixed tenure as mutually agreed to contribute to the ISA work programme. Primary objectives also include but not limited to:

- a) Providing opportunities for knowledge sharing
- b) Capacity building for the partner and ISA;
- c) Enhancing skills and experience for participants;
- d) Encouraging innovation and most importantly ensuring diversity in the Secretariat.

Support from the Government of ISA Member Countries shall be sought for the deputation of government officials in the areas where ISA lacks expertise, or where currently available expertise needs to be supplemented, or is not readily available.

For the purposes of this Policy, "Releasing organisation" is an organisation which sends Staff to another organisation pursuant to the Agreement; and

"Receiving organisation" is ISA which accepts the Staff on a Deputation basis pursuant to the Agreement;

### Period of Deputation

Deputation is the movement of a Staff from the Governments to ISA for a limited period, normally not exceeding three years during which the Staff will be subject to the administrative supervision including leaves and performance appraisal of the receiving organisation but will continue to be subject to the Staff Regulations and rules of the releasing organisation.

The initial period of deputation shall be for, at least, one (1) year and thereafter, extendable annually, based on performance and subject to the sole discretion of ISA, for a maximum duration of four (4) years. In the event of concluding the deputation before the agreed period of time, the deputed Staff shall provide three (3) months prior written notice to the Secretariat. However, the deputation may be concluded before end of three months by Secretariat upon occurrence of one of the following events;

- a) The concurrence of both Parties (Releasing & Receiving Organisations) to foreshorten the Agreement at the request of the Deputed officer addressed to both Parties;
- b) At the request of ISA, when justified on grounds of poor performance or violation by the Deputed Officer of any of the obligations specified under Staff Regulations, Rules, Code of Conduct and Ethics and Conflict of Interest; or
- c) At the request of the Releasing organisation or ISA for reasons to be recorded in writing

### Deputation Regulations

1. The process of recruitment shall be on need based and transparent.
2. The paramount consideration in appointment shall be given to individuals with highest standards of efficiency, competence and integrity. The Staff on deputation shall have to meet

the recruitment standards of ISA, in terms of qualifications and experience. The Secretariat shall consider selection of the Staff for deputation on wider geographical basis, ensuring adequate representation of ISA Member countries on the basis of mutually agreed terms and conditions with the counterpart.

3. Deputation against core sanctioned posts will be subject to candidates fulfilling the prescribed educational and experience eligibility criteria and being selected after the due selection procedures as laid down for filling such posts<sup>48</sup>.
4. In the event the Staff on deputation engages in activities that violate any ISA rules and regulations, the Director General shall have the authority to repatriate the services of the Staff on deputation with one (1) month's prior notice or forthwith for reasons to be recorded in writing.
5. The Secretariat and its counterpart or the officer concerned shall enter into a formal agreement/memorandum of understanding to cover the terms under which the Staff on deputation shall be released to ISA
6. When a Staff is deputed he/she will continue to be subject to the Staff Regulations and Rules of the releasing organisation and retain his or her contractual rights with, the releasing organisation. The Staff may, however, be suspended from duty or placed on administrative or special leave or equivalent measure by the receiving organisation in circumstances which would justify the suspension of a Staff of that organisation. In such event, the receiving organisation will consult with the releasing organisation to enable the latter to decide the appropriate consequential action.
7. The Releasing organisation and Receiving organisation shall inform each other in writing in case of any amendment or revision of service terms of the deputed officer

### **Pay and Allowance**

Remuneration scale, technical and professional experience of deputation should be of at mid-career professionals. The total cost of the Staff on deputation shall be borne by ISA. This cost would be equivalent to the last salary drawn based on the remuneration documents submitted by his/her parent organisation. All other perks received by the Deputed officer will be maintained at the same level, including matters such as transportation, transfer allowances, leave and medical benefits etc

### **Incentives**

1. If the officer so deputed retires from service on superannuation at an age which is less than 63, ISA will have the choice to utilise his services for two more years since his/her date of retirement at their Parent Cadre subject to a maximum period of four (4) years as mentioned above.
2. The officers of deputation will be free to apply for international posts whenever so advertised by ISA or other international organisation with prior permission of the DG.

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<sup>48</sup> Approved by the Second Assembly under Agenda Item No. 7, Para 37(ii)

## **Annex to the Provisional Staff Rules**

## 7. CODE OF CONDUCT

### **Purpose and scope**

The purpose of the Code of Conduct (hereinafter referred to as the “Code”) is to elaborate on the principles set out in Staff Regulations and in the Policy on Ethics and Conflict of Interest adopted by the Assembly in order to assist ISA, its Staff and other personnel in achieving the mission of ISA, in accordance with Article IV read with Article V of the Framework Agreement.

The foundation of the Code of Conduct is necessitated for the overall functioning of the Secretariat as specified in the Article V (3) of the Framework Agreement of ISA. Coupled with Staff Regulations of ISA which provides that “the paramount consideration in the employment of the Staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence and integrity.” This fundamental requirement is the basis for the ISA core values: integrity, professionalism and respect for diversity, all of which underpin the specific obligations placed on the Staff by the Policy and this Code.

Unless otherwise specified, the provisions of this Code apply to both Staff and other personnel having individual contracts with ISA, all of whom are collectively referred to as “Covered Individuals”<sup>49</sup>. Staff are covered by virtue of the Staff Regulations and the Staff Rules, of which the Code is an integral part. The Code applies to all officials engaged by ISA, for whom the individual engagement arrangements incorporate the Code by reference as part of their terms of service. This is the case for officers on secondment or deputation, consultants, persons working for ISA on reimbursable and non-reimbursable loans, interns, service contract holders and any other individuals performing services at the request of ISA.

Covered Individuals have the obligation to adhere strictly to the provisions of the Staff Regulations and Rules including the Code of Conduct, the Financial Regulations and Procedures, the Policy on Ethics and Conflict of Interest as well as the directives and Manuals promulgated by the Director General from time to time. Accordingly, all Covered Individuals should be aware that violation of the obligations placed upon them by virtue of the Staff Regulations and Rules, the Policy and this Code shall carry serious consequences, including a negative assessment of the performance and conduct of the individual concerned, non-renewal or termination of appointment or contract, and / or disciplinary proceedings which may lead to dismissal.

An Ethics Officer shall be appointed by the Director General to implement the provisions governing ethics and conflicts of interest specified in the Staff Regulations and Rules, the Policy and the present Code.

The Ethics Advisory Board, which is a standing board composed of three members of the Secretariat appointed by the Director General for two-year terms, will assist with the implementation of the

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<sup>49</sup> The Policy defines Covered Individual as “any individual subject to the Staff Regulations and Rules of ISA” (para. 2.1). This includes all Staff, as well as any person to whom the provisions of the Staff Regulations and Rules, including the Code of Conduct, apply by virtue of their contractual arrangements with ISA.

Policy as provided by the terms of the Policy, including ethics matter involving the Director General and any matter submitted to it by the Ethics Officer.

## **Part. I Core Values**

### **Integrity**

Integrity is a core value in all aspects of professional conduct and personal behaviour. Integrity includes honesty, truthfulness, impartiality, reliability, and incorruptibility. As the integrity of ISA greatly depends on the integrity of its Staff and other personnel, and their loyalty to ISA, all are expected to:

- a) Demonstrate in practice the values of ISA in all activities and behaviour;
- b) Comply scrupulously with the requirements of the Policy on Ethics and Conflict of Interest;
- c) Seek to promote the interests of ISA at all times;
- d) Make decisions without consideration for personal gain;
- e) Resist political pressure in decision-making;
- f) Ensure that official power or authority is not abused;
- g) Take prompt and effective action to deal with unprofessional or unethical behaviour.

### **Professionalism**

Officials need to be mindful of the duty to serve the collective interest of the international community as effectively and efficiently as possible. In carrying out daily activities, Staff are expected to keep abreast of the latest developments in their respective areas of work. In order to achieve high standards of professionalism, Staff will:

- a) Demonstrate the highest standards of competence;
- b) Be conscientious and efficient in meeting goals and commitments;
- c) Be motivated by professional objectives rather than personal concerns;
- d) Show persistence when faced with problems or challenges;
- e) Demonstrate self-control in stressful situations.

### **Respect for diversity**

The diversity of the workforce is an invaluable asset to the ISA mission, as it brings together individuals from varied backgrounds, cultures, and professional experience. Staff are expected to embrace and respect diversity and its potential to enrich the interaction with colleagues and thereby enrich the work. They are expected to be tolerant, while ensuring that behaviour which some may find unacceptable is discussed and resolved in accordance with the ISA rules and policies. In order to maintain an environment in which all personnel can work together with openness and trust, they are expected to:

- a) Work effectively with people from all backgrounds;
- b) Treat colleagues fairly and equally, with dignity and respect;
- c) Show respect for and understanding of diverse points of view;
- d) Examine assumptions and avoid stereotypes;
- e) Not discriminate against any individual or group of persons.

## **Part. II Specific obligations**

### **Relations with governments and their representatives**

Covered Individuals shall serve the interests of ISA only. They shall not lobby or seek support from government representatives or members of legislative organs to obtain advancement, either for themselves or for others, or to block or reverse unfavourable decisions regarding their status or that of others.

Covered Individuals must maintain the best possible relations with governments and avoid any action that might impair these relations. They must not interfere in the policies or affairs of governments. It is unacceptable for them, either individually or collectively, to criticise or try to discredit a government.

Covered Individuals are not representatives of their countries, nor do they have authority to act as liaison agents between ISA and any government. Exceptionally, the Director General may request a Covered Individual to liaise with a government – a unique role for which international loyalty and integrity are essential.

Covered Individuals must immediately report to their supervisors any real or perceived undue pressure exercised by any government or its agents

### **Relations with other entities or individuals external to ISA**

Also consistent with the requirement to serve the interests of ISA only, Covered Individuals shall refrain from any overt or covert activities that would lead to create an actual conflict of interest or the appearance of a conflict of interest, as further defined and explained in paragraphs below;

### **Relations with the media**

Covered Individuals shall not, except in the normal course of their official duties or with the prior approval of the Director General, communicate with the media on any matters that relate to the purpose, activities or interests of ISA. This includes speaking engagements, participation in public events or submission of material for publication, electronically or otherwise. When authorised to speak with the media, Covered Individuals must be aware that they speak in the name of ISA and must avoid personal preferences and views that may be at variance with those of ISA. Under no circumstances should they use the media to further their own interests, air their own grievances, or reveal unauthorised information. No attempt should be made to influence policy decisions under consideration by ISA, whether this is done to obtain personal benefit or to further a personal agenda.

### **Relations with the Public**

Consistent with their duty of loyalty to ISA, Covered Individuals shall not air personal grievances or criticise ISA in public. Should they face criticism of their work or of ISA, they are expected to respond with tact and restraint, promoting at all times a positive image of ISA. While Covered Individuals are expected to promote openness and transparency, they must exercise the utmost discretion on all matters of official business. They may not disclose information that has not been made public by ISA or to which access is not permitted under the Policy on the Public Disclosure of Documents

adopted by the Assembly. This includes information that is known to them because of their work for ISA, even when that information is not specifically protected as confidential. These obligations do not cease upon separation from service.

### **Relations with work colleagues**

Covered Individuals must use the authority attached to their official function with utmost respect for their work colleagues. They need to be aware of the potential damage that an abusive or disrespectful exercise of authority can inflict on others, and they must not abuse the authority associated with their position in ISA.

Every person working for ISA has the right to an environment free of harassment, including sexual harassment. No Covered Individual shall engage in harassment against an individual or group of individuals on any basis or in any form, including through solicitation of gifts or favours from work colleagues. Sexual exploitation or any other kind of exploitation and abuse violate universally recognised international legal norms and principles. Engaging in such conduct shall be treated as serious misconduct.

No Covered Individual shall engage in discrimination against an individual or group of individuals on any basis, including gender, nationality, ethnic origin, religion or culture or personal preferences.

Covered Individuals shall not seek to obtain confidential information including personnel files, medical records, and information concerning audits, investigations, appeals and disciplinary actions unless they have been specifically authorised to do so for the performance of their official functions. Should they become aware of such information other than in the context of their official duties, they are prohibited from disseminating it, and should report the fact that confidentiality has been breached to the official responsible for protecting the confidentiality of the information that has been disclosed.

### **Private Conduct**

ISA does not seek to regulate the private personal conduct of its Staff or other personnel unless it could bring ISA into disrepute, or interfere with the performance of their official duties. Covered Individuals should be aware that their private conduct may become the object of public scrutiny, and that their relationship with ISA carries special constraints as regards their private conduct, especially when such conduct puts into question their integrity and by inference the integrity of ISA that employs them. Accordingly, Covered Individuals are expected:

- a) To fulfil their private obligations, including respect for local laws and compliance with obligations to make alimony payments or to repay debts;
- b) To refrain from any misrepresentation of their official functions, title or duties, especially when this is done to obtain some illegitimate personal advantage or benefit;
- c) Not to engage in conduct which is, or may be perceived to be, an abuse of the privileges and immunities that are conferred upon them solely in the interest of ISA, and not for their benefit;
- d) To refrain from engaging in any form of criminal activity.

Covered Individuals are free to express their political preferences by exercising their right to vote. They may be members of a political party provided that its prevailing views and the obligations imposed on its members are consistent with their status and their obligations towards ISA. However, in view of the independence and impartiality that Covered Individuals have the duty to maintain when working for ISA, they may not participate in political activities, such as standing for election or holding apolitical office. They must exercise discretion in their support for an apolitical party or campaign, and may not accept or solicit funds, write articles, or make public speeches, statements or endorsements to the press for this purpose.

This does not, however, preclude participation in local community or civic activities, provided that such participation does not prejudice the full discharge of their official functions. Covered Individuals are encouraged to participate in outside professional activities that foster contacts with private and public bodies and thus serve to maintain and enhance their professional and technical competencies, subject to the requirements on outside activities specified in paragraphs below.

**Use of the property and assets of ISA**

Covered Individuals are responsible for ensuring the appropriate use and protection of property and assets of ISA. Property and assets include financial resources, material assets such as facilities, equipment and supplies, and other resources such as Staff time. These resources should be used with care for purposes directly related to official objectives and duties.

Careless or improper use of resources, whether it involves abuse of the procurement process, theft of property, false claims for sick leave or false certification of information based on which ISA establishes entitlements, is incompatible with personal integrity. When using the information and communication technology (ICT) resources of ISA, covered Individuals may not knowingly or through negligence create false or misleading data; make data available to unauthorised persons or any public platform/forum; damage, delete, alter or conceal data or attempt to access data on any system without authorisation.

While limited personal use of the ICT resources of ISA is permitted within reasonable boundaries, Covered Individuals must ensure that this does not result in additional costs to ISA, encroach on their work time or prevent them in any way from performing all their official duties. They must refrain from any use that may have a deleterious effect on the integrity or efficiency of the ICT resources.

Covered Individuals are reminded that all rights, title, copyright and patent rights, in any work created as part of their official duties with ISA, are vested in ISA and that they may not claim ownership of such rights or in any way benefit from them.

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## 8. POLICY ON ETHICS AND CONFLICT OF INTEREST

### General Principles

ISA was established as a common platform for the massive deployment of solar energy and paved the way for future technologies adapted to the needs. Article 1 of the Framework Agreement on the establishment of the International Solar Alliance enumerates that the parties to the Framework Agreement will collectively address key common challenges to the scaling up of solar energy in line with their needs.

Conflicts of interest can and tend to exist or appear to exist in the activities of most organisations, and may exist even in circumstances wherein no unethical or improper act results from such conflicts.

The purpose of this Policy is to ensure that such conflicts are identified and managed in a way that ensures:

- a) Broad public trust and institutional confidence in the processes of decision-making and overall operations of ISA;
- b) Highest standards of ethical conduct in the affairs of ISA and the protection of the reputation and integrity of ISA.

### Professionalism

Covered Individual means any individual subject to the Staff Regulations of ISA.

Associated Individual means a Covered Individual's spouse, all children under the age of 21 and parents forming part of the Covered Individual's household, and any other individual who, in the determination of the Director General, is entitled to receive benefits from ISA as a result of his/her relationship with a Covered Individual.

Associated Institution means:

- a) Any organisation, corporation or government in which a Covered Individual is serving as an officer, director, trustee, partner or employee, that receives or may receive funding from ISA or with which ISA has an agreement, contract, grant or relationship; or
- b) Any person, organisation, corporation, government or similar institution with whom a Covered Individual is negotiating or has an arrangement concerning prospective employment.

To participate personally means to participate directly or attempt to influence the outcome of a decision-making process or the direct and active supervision of a subordinate in a matter.

To participate substantially means that the Covered Individual's involvement is of significance to the matter.

Gift means any gratuity, favour, discount, entertainment, hospitality, forbearance, honorarium, or other item having monetary value. These include services as well as gifts of training, transportation,

local travel, lodgings and meals, whether provided in-kind, by the purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

Ethics Advisory Board means the standing board, comprising members of the Secretariat appointed under the authority of the Director General for a two-year term, established to assist with the implementation of this Policy on Ethics and Conflict of Interest. The Ethics Advisory Board will assist in ethics matters, the Director General, and on any matter that the Ethics Officer deems necessary. Ethics Officer means the Secretariat Staff appointed by the Director General to implement the ethics and conflict of interest policies of ISA.

### **Conflicts of Interest**

A conflict of interest arises when a Covered Individual participates personally and substantially in any particular matter of ISA in which, to his or her knowledge, he/she or an Associated Individual or Associated Institution has a financial, professional, or other interest, if the outcome of the particular matter may have a direct and predictable effect on that interest. In general, and without limitation, conflicts may be deemed to exist in the following situations:

- a) Where a Covered Individual's financial interest, or the interests of an Associated Person or Institution could affect the conduct of his or her duties and responsibilities with respect to ISA or result in a reasonable perception that such a conflict exists;
- b) Where a Covered Individual's actions compromise or undermine the trust that the public places in ISA; or
- c) Where the Covered Individual's actions create the perception that the Covered Individual is using his or her position at ISA for personal benefit or the direct financial benefit of an Associated Person or Institution.

### **Transparency and Disclosure Requirements**

In accordance with the Staff Regulation 2.7, all Covered Individuals have a duty to disclose the existence of any actual or potential conflicts of interest, including those that derive from Associated Individuals or Institutions, and the nature of such conflict, whenever he or she becomes aware that a conflict exists, that a conflict is reasonably likely to occur, or where it is reasonable to conclude that there is an appearance of a conflict.

All Covered Individuals at a grade of P5 and above shall prepare and submit a Disclosure of Interest Form to the Ethics Officer annually and especially highlight, whenever there is a material change in the submitted information.

Disclosure of Interest Forms (see Article 10) shall be kept in a secure location and will be maintained by the Ethics Officer. It shall be made available for inspection by the Director General and Ethics Advisory Board only as strictly necessary to administer this Ethics and Conflict of Interest Policy. Except as provided for herein, all Disclosure of Interest Forms shall be maintained as strictly confidential.

It is the duty of the Ethics Officer to review the Disclosure of Interest Forms and identify possible situations under which an actual or potential conflict of interest exists as a result of the Covered Individual's activities or holdings in relation to his or her official responsibilities.

**Procedure when a conflict of interest arises**

Covered Individuals are obligated to disclose all actual or potential conflicts of interest, or the appearance thereof, immediately in writing to the Ethics Officer. Covered Individuals are encouraged to consult with the Ethics Officer if questions arise in the application of this policy.

It is the duty of the Ethics Officer to review these disclosures and the Declaration of Interest Forms and the duty of the Director General to decide, in consultation with the Ethics Officer, or consultation with the Ethics Advisory Board, should both the Ethics Officer and Director General deem such consultation appropriate or should the Ethics Officer and the Director General fail to agree, whether an actual or potential conflict of interest or appearance thereof exists. Following such consultation, should there be a continuing disagreement on the existence of a conflict of interest or appearance thereof, the Ethics Advisory Board shall resolve the matter.

When an actual or potential conflict of interest has been deemed to exist, the Covered Individual shall not participate in the matter that has given rise to the conflict absent a waiver approved by both the Ethics Officer and the Director General, together or in consultation with the Ethics Advisory Board, should both the Ethics Officer and Director General deem such consultation appropriate or fail to agree on whether or in what form a waiver should be issued. Following such consultation, should there be a continuing disagreement on whether or in what form of waiver should be issued, the Ethics Advisory Board will resolve the matter. Waivers may be granted in the following forms, or any other form appropriate under the circumstances:

**Conditional Participation:** This type of waiver allows a Covered Individual to continue his or her involvement in the matter that has given rise to the conflict after disclosing his or her interest at the start of work on the matter, subject to any conditions imposed by the decision maker to safeguard against risks that arise from the conflict or the appearance thereof. This waiver is appropriate when the Covered Individual's interest is relatively minor and where disclosure would be sufficient to address any potential effect on the process.

**Partial Exclusion:** This type of waiver limits the Covered Individual's involvement in the matter by:

- a) Excluding the Covered Individual from the portion of the meeting or work where a conflict of interest has been identified;
- b) Excluding the Covered Individual from participating in any final decision-making process;
- c) Requiring the Covered Individual to remove the conflict, such as by divestiture of an asset; or
- d) Limiting the Covered Individual's participation in the matter in any other manner deemed appropriate.

Should a Covered Individual be found to have an actual or potential conflict of interest that has not been disclosed, or the Ethics Officer or the Director General has reasonable cause to believe that a Covered Individual has failed to disclose an actual or potential conflict of interest, the Ethics Officer will inform the Covered Individual of the basis for such belief and provide him or her with the opportunity to disclose all relevant facts and explain the alleged failure to disclose. If, after hearing the response and making further investigations as may be warranted, the Director General, in consultation with the Ethics Officer, determines that the relevant individual has failed to carry out his or her obligations under this policy, he or she shall pursue whatever action may be appropriate

under the applicable rules, regulations, directives and policies of the Secretariat as specified in Staff Regulation 10.2

### **Gifts**

Subject to Staff Regulation 2.6, all Covered Individuals are prohibited from accepting Gifts under circumstances where it could reasonably be construed that the Gift is motivated by the position or the Covered Individual. A waiver of this provision may be granted by the Director General with the agreement of the Ethics Officer, or, upon agreement of both the Director General and Ethics Officer, or in circumstances where the Director General and the Ethics Officer cannot agree, by the Director General following consultation with the Ethics Advisory Board.

### **Exceptions**

- a) A Covered Individual may accept unsolicited gifts on behalf of ISA when, in his or her judgment, refusal to do so would not be in the interest of ISA. Gifts accepted on behalf of the Secretariat shall be handled under procedures developed by the Secretariat.
- b) A Covered Individual may accept unsolicited gifts valued at USD 50 or less, provided that the aggregate value of individual gifts received from any one source does not exceed USD 500 in a calendar year.
- c) As part of their official functions, Covered Individuals may be expected to attend events such as official meals and receptions. Benefits associated with such attendance shall generally not be considered to be a Gift, subject to detailed guidance/advisory that the Director General may issue from time to time to determine the category of events that may be appropriately included under this exception.

### **Outside Activities**

Covered Individuals shall not, without prior authorisation from the Director General, hold an office or occupation, whether remunerated or not, outside of his or her employment duties at ISA. When requesting such authorisation, Staff must disclose the nature and scope of the activity and whether any honorarium or other compensation will be received. In considering whether to grant such authorisation, the Director General may consult with the Ethics Officer or, if both the Director General and the Ethics Officer deem it appropriate, the Ethics Advisory Board.

### **Post-Employment Restrictions**

For one year following separation from service, former Covered Individuals who have participated in the procurement process are prohibited from seeking or accepting employment with or otherwise accepted any form of compensation or financial benefit from, any ISA contractor or vendor of goods and services, regardless of location, which conducts business with ISA or seeks to do so and with whom such Covered Individuals have been personally involved in the procurement process during the last three years of service with ISA.

For two years following separation from service, former Covered Individuals who have participated in the procurement process for ISA before the separation of the service are prohibited from knowingly communicating with, or appearing before, any Staff or affiliate of ISA on behalf of any third party on any particular matters that were under the official responsibility relating to the procurement process during the last three years of their service with ISA.

## **Reporting**

On an annual basis, the Ethics Officer will prepare a report on the implementation of this Policy on Ethics and Conflict of Interest. The report should be a general summary of issues associated with implementation, and should, in general circumstances, provide a basic overview of implementation issues needed for Secretariat awareness and oversight. The report will be given to the Director General to comment upon but not altered, before delivery to the Assembly.

## **Disclosure of interest form**

The following information shall comprise the information to be disclosed on the Disclosure of Interest Form, to be issued by the Secretariat, with appropriate instructions and clarifications, and revised as appropriate over time.

Covered Individuals required to fill out such forms must identify themselves, and their job title, and identify and list all Associated Individuals.

Covered Individuals at a grade of P5 and above are required to disclose the following information for themselves and all Associated Individuals:

- a) Assets that have a market value of USD 15,000 or above per asset, or the equivalent in local currency at the operational rate of exchange (assets may generally include but are not limited to stocks, bonds, mutual fund investments and real estate; personal property should be reported only if it is held for investment or business purposes);
- b) Any profit of more than USD 15,000 on the sale of personal property held for business or investment purposes;
- c) All stock options, publicly listed or private, regardless of value
- d) All income from sources other than ISA, including, inter alia, royalties and patent fees, honoraria and speaking fees, pension benefits, investment income, profit from the sale of personal or real property valued at USD 15,000 or above;
- e) Any Gift subject to Section 6 from any entity aggregating to USD 500 or more from a single source during the reporting year, whether or not the acceptance of such gift was previously authorised;
- f) Liabilities of USD 50,000 or more (liabilities with respect to personal property should be reported only if it is held for investment or business purposes);
- g) Substantial or controlling interest in any business or entity;
- h) Participation in commercial, industrial, scientific, financial, or political affairs of an outside entity;
- i) Other interests in or association with any entity with which the Covered Individual anticipates or should reasonably anticipate he or, directly or indirectly, to have official dealings on behalf of the organisation, or which has a commercial interest in the work of the organisation, or a common area of activity with the organisation;
- j) Any leadership or policymaking role in any outside organisation; in particular, any role which creates a fiduciary relationship between that individual and the entity (e.g., membership on corporate boards);
- k) Associations with the management or executive boards of, or financial interest in, any business concern if it is possible for the Covered Individual or any Associated Individual to

benefit from such association or interest by reason of the Covered Individual's position with the organisation.

Covered Individuals must certify that the disclosures made on the Disclosure of Interest Form are true, correct, and complete to the best of his or her knowledge and belief, and that failure to provide true, complete, and accurate information in the Form to the best of his or her knowledge and belief may have serious consequences, including the institution of disciplinary proceedings.

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## 9. RECRUITMENT AND SELECTION FRAMEWORK

### General Principles

1. The paramount consideration in the recruitment and selection of ISA Staff shall be... “the necessity of securing the highest standards of efficiency, competence and integrity”, as set forth in Staff Regulation 5.5.
2. The ISA Recruitment and Selection Framework is intended to provide ISA Headquarters and other hiring units (when operational) with the principles governing recruitment and selection and specific guidance for filling vacant posts at the local and international levels in accordance with the Framework Agreement, the Staff Regulations and the Staff Rules.
3. Unless otherwise indicated, these policies apply to the recruitment and selection for ISA posts leading to appointments under the Staff Rules, both local and international, up to and including D1 posts. This is inclusive of the General Service (G1-G7 category) and the National Professional Officer (NOA-NOE) category. However, the recruitment and selection of Staff for D2 level and above posts are the exclusive prerogative of the Director General, in consultation with senior officials, as applicable, and will be guided by the principles of this policy to the extent possible.

### Guiding Principles

4. The recruitment and selection of Staff at ISA will be guided by the following six principles:

**Competition:** Selection will follow a visible and fair competitive process for all vacancies, regardless of post, contractual modality or hiring unit.

**Objectivity:** Screening will be conducted with professional rigour, with candidates measured against clearly articulated criteria, job skills and competencies and corporate priorities;

**Transparency:** The recruitment and selection criteria and all phases of recruitment processes will be transparent to Staff and candidates to the fullest extent possible;

**Diversity:** The ISA workforce will reflect diversity and will strive to include equal numbers of men and women, Staff representing as wide a geographic distribution as possible and individuals from Member Countries.

**Non-Discrimination:** Subject to the principle of recruiting Staff on as wide a geographical basis as possible, ISA will not discriminate in its recruitment and selection processes on the grounds of race, national or ethnic origin, colour, religion, age, sex, gender identity, sexual orientation, marital status, family status or disability.

### Accountability

5. Hiring managers are responsible and accountable for their selection proposals and for the manner in which the recruitment and selection processes have been conducted. When they sign off the submission for the Appointment Review Panel, they certify that the selection process was conducted properly.

6. Management is accountable for the planning of human and financial resources necessary to meet the business unit goals, objectives and Work plan.

#### **Employment of differently-abled persons**

7. It is the policy of ISA to offer equal employment opportunities to persons having a physical or mental impairment when they are qualified and when a reasonable prognosis does not suggest a significant change in the person's capabilities and skills in the near future. To that end, every effort is made to modify the functional requirements of positions and the physical facilities associated with them, when that will facilitate the employment of qualified disabled persons.

#### **Priority Considerations Corporate Priorities**

8. All candidates must meet the defined requirements in the vacancy announcement.
9. Hiring managers must give due consideration to corporate priorities such as gender, nationality or geographical representation, as described above.
10. For accountability purposes, Hiring Managers must make a documented business case for any selection decision they take which deviates from corporate considerations. Such business cases will be submitted to the Appointment Review Panel.

#### **Eligibility Considerations**

##### **Integrity**

11. Pursuant to the Staff Regulations, Rules and Code of Conduct, a Staff or Contractor summarily dismissed or separated from ISA for disciplinary reasons shall be banned from any future employment and contractual opportunities with ISA. Furthermore, a Staff or Contractor who has resigned from ISA while under investigation or in the course of disciplinary action shall be banned from work with ISA under any contractual modalities until he/she is fully cleared of the allegations of misconduct raised against him or her.

##### **Family Relationships**

12. Pursuant to Staff Regulation 5.6(b) and to avoid real or perceived family influence or conflicts of interest, a Staff appointment or an on-Staff contract in ISA shall not be offered to a person who bears any of the following relationships to an ISA Staff: father, mother, son, daughter, sister or brother. There is no exception to this rule except where another equally well-qualified person cannot be recruited. In such a case, the efforts to identify suitable other candidates must be fully documented and submitted to the Appointment Review Panel who will make a recommendation for approval by the Director- General.
13. The above provisions on family relationships apply to the recruitment of individuals at ISA, irrespective of the type of contractual modalities applicable, FTA, Individual Contracts (IC), etc.
14. Spouse: Pursuant to Staff Regulation 5.6 (c) and recognising the importance of supporting dual careers, the spouse or recognised partner of a Staff may be appointed to a position, provided that the spouse is fully qualified for the position and provided that the spouse is not given any preference for appointment by virtue of the relationship to the Staff.

### **Age Limitations**

15. Candidates who have reached the mandatory age of retirement (65) shall not be considered for vacant posts. If they are less than 12 months in age from the retirement age, they may be considered only with the understanding that the appointment does not affect their retirement date and is not a justification for an extension beyond that date.

### **Recruitment of Government Personnel**

16. Any candidate who is a government employee must disclose this relationship prior to recruitment. As a general rule, candidates who are employed by a government or a government entity must resign from said employment upon acceptance of an appointment with ISA. Cases where candidates are employed by a Government will be reviewed individually. Where secondment/deputation arrangements have been agreed to, the candidate must declare loyalty to ISA only and promise to discharge their functions and regulate their conduct to preserve the independence, impartiality and neutrality expected of ISA Staff as international civil servants.<sup>50</sup> All candidates will be required to complete a Conflict of Interest Form.

### **Nationality and Residency Requirements Nationality**

17. ISA shall not recognise more than one nationality for each Staff. The applicant, whether external to ISA or already an ISA Staff, must disclose all the nationalities he or she has acquired, even if only one nationality is recognised for the purpose of the Staff Regulations and Rules.

### **Nationality of Staff of General Service and National Professional Officer categories**

18. In accordance with Staff Regulation 5.5(b), posts in the General Service (GS) and National Professional Officer (NO) categories are subject to local recruitment. GS posts shall be filled, as far as possible, by persons recruited within the country and residing within commuting distance of the office
19. National Professional Officers must be of the nationality of the country where the office concerned is located. In the case of dual nationality, ISA will recognise the nationality of the country where the office is located.
20. Special provisions may be applicable for locally recruited GS Staff in countries where non-nationals who are residents of the duty station have been accorded legal working status by the host government.

### **Nationals Serving in Home Country on International Professional Posts**

21. Nationals may be recruited or assigned to international professional posts in their home country only at the ISA Headquarters location. They will be considered internationally recruited Staff and will be entitled to the allowances and benefits for international professional posts.<sup>51</sup>

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<sup>50</sup> The period of secondment and deputation will be determined by the Secondment Regulation and Deputation Policy.

<sup>51</sup> Approved at the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

### **Eligibility for Posts at Higher Grades**

22. Internal candidates are eligible to apply for any higher-level positions for which they meet the minimum academic and experience requirements. The candidate must meet all the requirements of the position.

### **Recruitment and Selection Procedures**

#### **Common Recruitment and Selection Standards for all Staff**

23. All recruitment and selection of Staff in ISA must follow a rigorous, transparent and fair process. Each and every Staff recruitment and selection must adhere and be fully accountable to the corporate standards described below and all Staff responsible for performing recruitment and selection actions are accountable to perform these functions according to the relevant ISA recruitment and selection policies
24. Each recruitment and selection must include three basic elements:
  - a) Vacancy announcement of a budgeted and classified post;
  - b) Competitive, job-specific objective assessment of skills and competencies as well as a competitive assessment of corporate values and ethics; and
  - c) A thorough verification of relevant qualifications and credentials, including thorough reference checks.

#### **Recruitment and Selection Strategies and Techniques**

25. Prior to commencement of the recruitment and selection process, the hiring manager, in consultation with the HR professional and taking into account corporate diversity requirements, shall document the strategies, methodologies or techniques to be used for assessing candidates, based on the requirements of the post.
26. In all recruitment and selection processes, one or more assessment methods may be used, these can include, among others, panel interviews, desk reviews, technical assessments, roster-review, writing tests, work samples, or language proficiency tests. A thorough review of the candidate's performance history is mandatory. The Hiring Manager must determine the best assessment method(s) that will help determine the most suitable candidate(s) for the job. The Hiring Manager must document the assessment approach and rating methodology to be pursued before commencing the recruitment process. Selection decisions are based on considerations resulting from the different assessment methods, corporate considerations such as gender and diversity as well as the needed mix of skills within the hiring unit. In recruitment submissions to the DG, hiring units must provide all relevant information pertaining to the strategies, methodologies or techniques to be used for assessing candidates.
27. Assessment documentation and reports are confidential documents and are not to be shared with the candidates.
28. Candidates who are assessed but not selected may request feedback from the hiring unit as to why they were not selected.

#### **Vacant Posts**

29. No selection process shall commence without an approved, budgeted, classified and available post. The post must be supported by an up-to-date post description, which

describes the functions, competencies, impact and requirements of the post, including academic qualifications, relevant work experience and language fluencies.

30. The selection process shall not commence unless the position to be filled is a vacant post. A “vacant post” is defined as an approved post or position that is without an incumbent or whose incumbent is expected to move in the current or following year, and for which no right of return (i.e., specific lien) has been granted to the Staff.

### **Vacancy Announcement**

31. The Vacancy Announcement (VA) for the post must state all the competencies and other corporate requirements for the position, in conformity with the job description and corporate standards. It may also indicate qualifications that are desirable for the post. Only those qualifications (required or desirable) that are indicated in the job description may be specified in the VA for the post.
32. FTA post vacancies will normally be posted for a minimum of one week.

### **Applications for the Post**

33. All persons who apply for a vacant post, in addition to submitting an online application and uploaded resume, must complete a profile on the recruitment website of ISA.
34. Only those qualifications specified in the VA may be considered in the review of candidates for the position.
35. Minimum Academic Requirements: The specific level of education that must be met by candidates for the post must be specified in the VA. If the post allows for a lower degree with additional years of relevant experience, this must be specified in the VA.
36. Only candidates who fully meet the required qualifications for the position, as specified in the vacancy announcement, maybe short-listed for the post.
37. To ensure competitiveness, the shortlist must be comprised of at least two candidates. At least one woman should be included on the shortlist. If no female candidate is included on the shortlist, the Hiring Unit must document the efforts that have been made to identify qualified female candidates including re-advertisement. Hiring units must ensure that every application to a position is afforded due consideration, that internal candidates are given priority consideration, and that there is objective reason provided for including, or not including, candidates on longlists and shortlists. Such supporting documentation may be reviewed by the Appointment Review panel, as required, Failure to provide objective reasons for not including long-listed candidates on a short-list maybe a cause for a submission to be returned to the hiring unit.

### **Composition of Interview and Desk Review Panels**

38. The panel must, at a minimum, comprise of 3 panel members. The panel must include the hiring manager or his/her designated representative, and two other members outside of the hiring unit. An HR Representative where available, may be invited to participate as an additional panel member. All panel members must be graded equal to or higher than the post under consideration and be knowledgeable of the subject matter and familiar with the requirements of the position. A HR Representative where available, may participate as an Ex-Officio to provide specialised advisory services if they are graded below the post under consideration.

39. Hiring units may request non-ISA Staff to participate in panels (in particular, colleagues or retirees from other international organisations) if they are able to offer an objective and substantive perspective to the recruitment process. Any panel member with a conflict of interest pertaining to any interviewee should exclude themselves from the interviewing process.
40. Participation of national counterparts or government officials on ISA interview panels is not allowed as either a Panel Member or Observer.
41. Panels should include both men and women and be geographically diverse as far as possible.
42. In the event that panel members fail to agree on which candidate(s) to recommend for the post concerned or/and on the ranking of endorsed candidates, in consultation with the hiring manager, the varying viewpoints will be reviewed by the HR professional, who will advise the hiring unit as to options for moving forward. This may include re-advertising the post.

#### **Verification of Candidate Information and Reference Checking**

43. It is the responsibility of the hiring unit to ensure the proper and thorough verification of critical information, including academic qualifications, languages, nationality, prior employment, and detailed reference checks. The ISA Personal History Form or e-Recruit online application is mandatory for all recruitments and selections and relevant candidate information on these matters requires verification and, in particular, the candidate's employment history for purposes of reference-checking
44. Given the importance of the verification process for the proper selection of a candidate, under no circumstances may a proposed initial appointment be submitted to the Appointment Review Panel, or an offer of appointment be extended or otherwise communicated to a candidate, without the hiring unit first having completed all reference checks and found them to be satisfactory.

#### **Corporate Review Requirements**

45. Pursuant to Staff Regulation 5.5 and to ensure compliance with recruitment and selection rules, policies and processes by hiring units, the Director General will establish an ISA Appointment Review Panel (ARP) which will review:
  - a) Selections for initial appointments to ISA international professional posts
  - b) Selections of ISA internal candidates for international professional posts involving a change in Staff grade level
  - c) Selections of Staff involving a change in category (e.g., from NO or GS to P)
  - d) Selections for NO and GS posts for initial periods or involving promotions
46. No offer of FTA can be made without the review of the Appointment Review Panel.
47. Hiring managers are responsible for submitting proposed candidates in accordance with the ISA ARP Terms of Reference and Rules of Procedure (Annex 1)

#### **Obligation of Confidentiality**

48. Everyone who is involved in a selection process, in one capacity or another (e.g., long-listing, short-listing, interview panel, Appointment Review Panel, etc.) must engage in these corporate activities maintaining strict discretion and confidentiality. A selection process is not completed until all the different selection, review and clearance steps have been taken. It is

therefore expected that no information be shared with the candidates until the final approval for the selection has been signed.

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## **Annex**

## **10. TERMS OF REFERENCE AND RULES OF PROCEDURE FOR ISA APPOINTMENT REVIEW PANEL**

### **Background and Terms of Reference**

1. Pursuant to Staff Regulation 5.5, to ensure compliance with recruitment and selection rules, policies and processes by hiring units, the Director General will establish an Appointment Review Panel (ARP) with the following Terms of Reference.
2. The ARP shall advise the Director General on all (Fixed Term) appointments of two<sup>52</sup> years or longer and on the promotion of Staff after such appointment.
3. Selections are based on Staff Regulation 5.5 which provides that “due consideration shall be given in securing the highest standards of efficiency, competence and integrity. Due regard shall be paid to the importance of recruiting Staff primarily from Member Country and on a wide geographical basis.”
4. The ARP will check the compliance of the selection process with the applicable Staff rules, the ISA Recruitment and Selection Framework, and the pre-approved selection criteria and advise the Director General if a commended candidate was identified according to these standards.
5. The ARP is required to review the following aspects of the selection process, paying particular attention to (a) and (b):
  - a) Consideration given to the qualifications, demonstrated competencies and performance of the candidates in relation to the stated criteria of the post;
  - b) Considerations with respect to geographic diversity and gender parity within the hiring unit;
  - c) Consideration given to internal candidates;
  - d) Evidence of reference checking, including the consideration given to the experience and Performance Assessments

### **Composition and Procedure**

6. The ISA ARP is comprised of active Staff on FTA, appointed by the Director General. Membership should consist of Staff from the Professional, National Professional Officer and General Service categories. The HR Professional should serve as the Ex Officio Secretary of the Panel. For the transitional period, DG shall have full discretion to appoint members of ARP, provided there is no conflict of interest between the members of the ARP. The provisions of para (7) and (8) below shall not apply during the transitional period.
7. The Director General is responsible for appointing ARP members in consultation with Staff representatives. The appointments should meet the criteria set forth below.
8. Only active Staff may serve on the ARP. The work of the ARP is strictly confidential and must protect the rights of the individual Staff and candidates being considered as well as the independence of the ARP membership and the integrity of their decisions. As such, government officials and non-ISA Staff may not under any circumstances be members or observers to an ARP meeting or deliberations or have access to their documentation.
9. ARP members are selected to serve on the ARP according to the following criteria:

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<sup>52</sup> Initial period of appointment increased from 1 year to 2 years pursuant to approval from the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

- a) Internal Staff in active service on FTA at the G6 & National Professional Officer level and above;
  - b) Sound knowledge of the ISA Staff Rules and Regulations and the ability to interpret these rules and regulations;
  - c) Familiarity with ISA recruitment policies, principles and procedures as well as corporate guidelines;
  - d) Judgment, integrity, discretion: a willingness to speak on principle as well as a willingness to reach consensus;
  - e) Dedication to ensuring due process, fairness, equity, transparency and open competition.
10. At its first meeting of the year, the ARP elects its own Chair and Vice Chairs.
  11. At this meeting, each member must be provided with the following policies and documents:
    - a) ISA Staff Rules and Regulations;
    - b) ISA Recruitment and Selection Framework
    - c) ISA Code of Conduct
  12. ARP members will be appointed for two years and shall serve a maximum of three consecutive years.
  13. Composition of any specific ARP should consider recommendations for selections to those posts equal to the level of the lowest-graded member of that ARP. In other words, no member will attend meetings or portions of meetings where Staff or posts higher than their grade level is being reviewed.
  14. A quorum for the ARP to conduct business is four Staff. Exceptionally, three members may constitute a quorum when the Chair is available and the secretary has confirmed that other members are not available due to leave.

**Basic Documents and Procedures**

15. In order to allow adequate reviews, the agenda and all necessary documents should normally be communicated to members and alternatives at least one week (five working days) prior to the date of the Panel meeting.
16. Normally, the cases are presented by the Ex-Officio Secretary and the ARP decides on its recommendations on the basis of written and oral presentation of the information contained in the ARP Submission Form. The ARP may request the Ex Officio Secretary to provide additional information on any relevant matter and may call the hiring manager, and/or any other ISA Staff involved in the recruitment process.
17. For all appointments, including Staff who have been selected for a higher-level FTA position, the ARP will be presented with information on all eligible and available candidates. This information will include an updated and signed Personal History Form and indicate each candidate's name, function, professional background, qualifications and nationality.
18. For ISA Staff, relevant performance evaluation reports for at least the past two years will be provided.
19. No external candidate will be presented for the ARP for review until all references have been conducted and academic qualifications have been verified.
20. The recruitment and selection case under review will include an ARP Submission Form together with:
  - a) the vacancy announcement;

- b) the completed Personal History form of the proposed candidates under consideration
  - c) the competency-based assessment, the short list and long list including the different assessment/selection methods used; the corporate interview report, the performance evaluation reports and the reference checking report
  - d) the Hiring Manager's summary, recommendation and justification for recruitment, and any other relevant information.
21. The ARP submission form must clearly indicate the primary, recommended candidate put forth by the hiring manager. When another candidate(s) has passed the selection process, he/she/they may be included in the submission as an alternate candidate(s). The submission of an alternate candidate is optional
  22. The primary candidate is the candidate, in the judgment of the Hiring Manager (HM) (not the interview panel), based on all the recruitment and selection data, that is best suited and/or the most appropriate candidate for the post.
  23. The alternate candidate or candidates are those who in the judgment of the Hiring Manager meet all of the criteria for the post but are secondary in overall suitability to the primary candidate.
  24. In the Hiring Manager's submission, objective reasons for the designation of primary and alternate candidates must be provided.
  25. The ARP will consider the primary candidate first. Alternate candidates are always reviewed by the ARP but they are given consideration for selection only when the primary candidate or the process for selection does not fully meet with specified policy or guidelines. (The ARP is not a parallel recruitment and selection body.)
  26. The ARP reviews both the primary and alternate candidates and may endorse any, all, or none of the candidates presented.
  27. When more than one candidate is endorsed, the primary candidate (or the highest candidate if the Primary Candidate is not endorsed) is appointed. It may also recommend that either be retained for rostering against future vacancies.
  28. As long as the recommended candidates, both primary and alternates, are suitable and their selection is found compliant, the ARP is expected to endorse them.
  29. If endorsed by the ARP, the alternate candidate may be Appointed if the primary candidate is not endorsed or
    - a) Appointed if the primary candidate withdraws his/her candidature or for any other reason becomes ineligible or unavailable for appointment.
    - b) Placed on a roster for future consideration against other similar vacancies.
  30. The ARP may propose that the alternate candidate be offered the post over a primary candidate to achieve corporate objectives such as order of retention, gender or regional representation. However, the final decision as to which candidate the post should be offered remains with the Hiring Manager.

**Recommendations**

31. Consensus recommendations are the expected norm. It is the Chair and Vice Chair's responsibility to facilitate discussions that arrive at consensus. In the event that a consensus cannot be reached, the Chair will call for a vote of all present members. The Chair does cast a vote and a simple majority is decisive. All votes, including that of the Chair, are equal. In the event of a tie, the Chair decides the outcome.

32. In order to avoid any conflict of interest or appearance thereof, a member will not participate in the review of recruitment or selection cases in which he or she has been involved in one way or another or is the subject of the selection or recruitment case under review or is a spouse or has any family relation (including those beyond mother, father, brother, sister, aunt, uncle niece or nephew) to the considered candidate.

#### **Results and Effect of the ARP review**

33. The review by the ARP may result in one of the following outcomes:
  - a) Recommendation to endorse the primary and/or the alternate candidate for the vacancy;
  - b) Request for further information from the hiring manager; or
  - c) Recommendation not to endorse the proposed candidate(s) if deviations from due process were such that a different recommended candidate could have resulted
34. In the case of (b), the ARP based on the additional information provided by the hiring manager may recommend to endorse or not endorse the recommended candidate(s).
35. The hiring manager is advised of the recommendation of the ARP. Only candidates endorsed by the relevant ARP may be selected and appointed.
36. ISA Staff who are competitively selected for a higher level post and whose selection has been endorsed by the ARP are appointed at the budgeted and classified level of the post upon assumption of the higher level post.
37. Candidates endorsed for selection by the ARP will have the status of “internal candidates” upon appointment with ISA.

#### **Exceptional overruling of the ARP recommendation**

38. The ARP is an advisory body that reviews recruitment and selection processes resulting in recommended candidates for appointment and advises the Director General on these recommendations accordingly. It is expected that in virtually all cases, the recommendation of the ARP will be followed. In the event that the hiring manager has compelling arguments to support his/her belief that it would not be in the interest of the Organisation to follow the ARP recommendation, he/she may request the ARP to reconsider the case based on a properly documented resubmission
39. The ARP recommendation following the resubmission will be considered final. However, in highly exceptional cases, the hiring manager may request the exceptional overruling of the ARP recommendation by the Director General. The final decision may be:
  - a) Either accepting the ARP recommendation to appoint or not appoint accordingly
  - b) Or overruling the ARP recommendation and making the final appointment decision
40. In either case, the final decision is communicated to the hiring manager for implementation and to the ARP for information, by the Ex Officio Secretary.

#### **Reports, Recommendations and Records of Proceedings**

41. The ARP may make the following recommendations
  - a) Endorsement of the recruitment and selection process and the candidate recommended by the hiring manager;
  - b) Non-endorsement of the process and the recommended candidate with explanation;
  - c) Request for additional information for further review of the case.

42. In the cases of recommendations (b) and (c), the hiring unit will be given the possibility to provide further clarification to the ARP before the final recommendation is made.
43. When in doubt regarding the proper application of the evaluation criteria and/or the applicable procedures, the Chair requests the Ex-Officio Secretary to answer questions of members and clarify issues so that the Panel may proceed to conclude their deliberations and move toward an endorsement for appointment
44. If, after obtaining additional information, the panel finds that the evaluation criteria were improperly applied and/or that the applicable recruitment and selection procedures were not followed, the ARP Secretary transmits these findings to the Director General without an endorsement for appointment

**Records**

45. The minutes of the ARP's meetings will record the decisions and recommendations of the ARP. They will also serve to record policy recommendations for future reference by successive ARPs. The minutes will be anonymous with respect to positions taken except when a member specifically requests to be identified with a statement, policy or decision.
46. All minutes will be signed by the Chair (or member who chaired the meeting) and will be kept by the Secretary. They will be made available on request to members.
47. The deliberations, all documentation, recommendations and reports of ARPs are strictly confidential. All ARP members are to be informed upon their appointment of their obligation with respect to confidentiality. Their written acceptance to serve on the ARP indicates their knowledge of this requirement and confirms their accountability to uphold it.

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## 11. RECRUITMENT PROCESS OF THE SECRETARIAT

For the key elements of job classification, the required minimum work experience for P1-D2 level positions will be aligned with UN standards an International Civil Service Commission (ICSC) requirement.<sup>53</sup>

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<sup>53</sup> Approved at the Assembly during its Fourth Session under Agenda Item No. 3.VII, Para 123

**12. Elements of remuneration of ISA Staff as per ISA Staff Regulations, based on the International Civil Service Commission, provisionally approved by the first session of the Assembly.**

**Internationally Recruited Staff**

1. The remuneration of internationally recruited Staff comprises of all or several of the following elements:
  - a) Base salary (salary scales as per United Nations common system standards)
  - b) Staff assessment
  - c) Post adjustment
  - d) Rental subsidy/deduction scheme
  - e) Mobility and hardship allowance
  - f) Allowances relating to the family status of the Staff
  - g) One-time allowances relating to appointment, assignment, reassignment, or separation, such as:
    - i. Settling in Grant
    - ii. Repatriation grant
    - iii. Termination indemnity
    - iv. Commutation of annual leave
  - h) Ad hoc allowances relating to unique situations, such as:
    - i. Danger Pay
    - ii. Extended monthly evacuation allowance
    - iii. Special operations living allowance
    - iv. Hardship Allowance (wherever applicable)

**Deductions**

2. Deductions are made from a Staff's salary, at the end of each month, for the following:
  - a) Staff assessment
  - b) Contributions to Pension Fund, as applicable
  - c) Rental deductions
  - d) Medical and dental insurance premiums
  - e) Group life insurance premiums
  - f) Contributions to the Local Staff Association or the Staff Council

**Locally Recruited Staff**

3. The remuneration of locally recruited Staff comprises all or several of the following elements:
  - a) Base salary
  - b) Allowances relating to the family status of the Staff
  - c) One-time allowances relating to appointments, assignments, reassignment and separation, such as:
    - i. Termination indemnity
    - ii. Commutation of annual leave
  - d) Ad hoc allowances relating to unique situations, such as, danger pay.

**Deductions**

- 4. Deductions are made from a Staff's salary, at the end of each month, for the following:
  - a) Staff assessment
  - b) Contributions to Pension Fund, as applicable
  - c) Medical and dental insurance premiums
  - d) Group life insurance premiums
  - e) Contributions to the Local Staff Association or the Staff Council

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### 13. Secretariat of the International Solar Alliance

#### Organisational structure\*

1. The Secretariat's organisational structure may initially comprise of strength as follows:
  - a) 2 Assistant Director Generals<sup>54</sup>
  - b) 6 Chief of Units<sup>55</sup> at P4 Level;
  - c) 16 Professional category Staff at P2 and P3 Levels;<sup>56</sup>
  - d) 20 National Professional Officers at NOA, NOB, NOC and NOD levels;<sup>57</sup>
  - e) 16 General Services support Staff<sup>58</sup> persons and will be locally recruited.
2. Functions relating to housekeeping/gardening, etc. will be outsourced.
3. Functions relating to housekeeping/gardening, etc. will be outsourced. All posts of P2 and above must be filled up by advertising globally as per the procedure adopted by the United Nations common system. The highest standards shall be adhered to to ensure due process and transparency.
4. Secondments/Deputations to be subject to candidates fulfilling the prescribed eligibility criteria and qualifying the due procedure for secondments/deputations laid out in Secondment and Deputation policies respectively; and
5. Secondments to be considered only under the projects funded by an individual/or group of Countries/organisations where the Countries/organisations concerned shall be entitled to send a person(s) on Secondment.

\*The organisational structure can be modified from time to time by the Director General as per the needs of the Secretariat and budgetary allocation.

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<sup>54</sup> Three positions approved at the Assembly during its Fourth Session under Agenda Item 3. VII, Para 123. The Assembly during its Seventh Session approved an organisational structure with two positions.

<sup>55</sup> Four positions approved at the Assembly during its Fourth Session to align the nomenclature with UN standards. The Assembly during its Seventh Session approved an organisational structure with six positions.

<sup>56</sup> As per the organisational structure of the Secretariat approved by the Assembly during its Seventh Session.

<sup>57</sup> As per the organisational structure of the Secretariat approved by the Assembly during its Seventh Session.

<sup>58</sup> Maximum positions of 28 approved at the Third Assembly under Agenda Item 22, Para 214. The Assembly during its Seventh Session approved an organisational structure with sixteen positions.