

AGREEMENT
between
THE UNITED NATIONS
and
THE INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA

Extending the Competence of the United Nations Appeals Tribunal to the International Tribunal for the Law of the Sea with Respect to Applications Alleging Non-Compliance with the Terms of Appointment or Contracts of Employment of Staff Members of the Registry of the International Tribunal for the Law of the Sea

Whereas the International Tribunal for the Law of the Sea is an international institution established by a treaty and participating in the common system of conditions of service;

Whereas the International Tribunal for the Law of the Sea utilizes a neutral first instance process that includes a written record and a written decision providing reasons, fact and law;

Now therefore, the International Tribunal for the Law of the Sea and the United Nations, hereinafter referred to as "Parties" have agreed as follows:

Article 1

As soon as feasible following the conclusion of this Agreement, the International Tribunal for the Law of the Sea (hereinafter referred to as "International Tribunal") shall promulgate amendments to its Staff Regulations recognizing the competence of the United Nations Appeals Tribunal (hereinafter - "Appeals Tribunal").

Article 2

[As amended, effective 30 September 2021]*

1. The Appeals Tribunal shall be competent, consonant with its Statute, to hear and pass judgment on an application filed against a decision rendered by the International Tribunal's neutral first instance process in which it is asserted that the neutral first instance process has:

- (a) Exceeded its jurisdiction or competence;
- (b) Failed to exercise jurisdiction vested in it;
- (c) Erred on a question of law;
- (d) Committed an error in procedure, such as to affect the decision of the case; or
- (e) Erred on a question of fact, resulting in a manifestly unreasonable decision.

2. Such application may be filed by:

- (a) Any staff member of the Registry of the International Tribunal;
- (b) Any former staff member of the Registry of the International Tribunal;
- (c) Any person making claims in the name of an incapacitated or deceased staff member of the Registry of the International Tribunal.

* In accordance with Article 5(3), the Parties amended Article 2(1), Article 2(2) and Article 2(5), on 25 November 2021 (Amendment effective on 30 September 2021).

In addition, consonant with the Statute of the Appeals Tribunal, and as expressly authorized by the Fall 2020 Plenary of the Appeals Tribunal and so confirmed in writing by the Appeals Tribunal President on 5 December 2020, the Registry of the Appeals Tribunal is to receive and accept an appeal filed by the head of an entity that has accepted the jurisdiction of the Appeals Tribunal under Article 2(10) of its Statute against a decision issued by the entity's first instance process.

3. In the event of a dispute as to whether the Appeals Tribunal has competence, the matter shall be settled by the decision of the Appeals Tribunal.

4. The Appeals Tribunal shall be competent to deal with an application notwithstanding that the cause of complaint may have arisen prior to the effective date of this Agreement.

5. For the purposes of determining the receivability of an application pursuant to Article 7 of the Statute of the Appeals Tribunal, an application shall be receivable if filed within 90 days of receipt of the decision of the International Tribunal's neutral first instance process.

6. For the purposes of this Agreement, references to the Secretary-General contained in Article 9 of the Statute of the Appeals Tribunal shall be deemed to refer to the Registrar of the International Tribunal.

Article 3

1. The judgments of the Appeals Tribunal shall be final and without appeal, subject to the provisions of Article 11 of the Statute.

2. The International Tribunal shall be bound by the judgments of the Appeals Tribunal and be responsible for the payment of any compensation awarded by the Appeals Tribunal in respect of its own staff members.

Article 4

[As amended, effective 1 January 2021]**

1. The International Tribunal shall be responsible for the payment of a flat fee of US \$16,778 per case. For an application for revision, interpretation, correction or execution of a judgment issued by the Appeals Tribunal, a reduced flat fee of US \$10,486 (62.5%) per case shall apply. Where an application was filed to correct an error made by the Appeals Tribunal in the judgment, no fee shall apply. These two fees will be charged by invoice at the time of submission of the appeal or application to the Appeals Tribunal. In addition, the International Tribunal shall be responsible for the payment of US \$600, by separate invoice, when the Appeals Tribunal issues an interlocutory order disposing of a procedural motion filed by a party from the International Tribunal. Payment shall be made by the International Tribunal in a single instalment within thirty (30) days from the receipt of the invoice to the following United Nations Bank Account:

Bank name:	JP Morgan Chase Bank International Agencies Banking
Bank Address:	4 New York Plaza, Floor 15 New York, NY 10004
Account Number:	485001985
Swift:	CHASUS33
ABA:	021-000-021

** In accordance with Article 5(3), the Parties amended Article 4(1) and Article 4(2) of this Agreement on 18 January 2021 (Amendment effective on 1 January 2021).

Account Title: United Nations General Trust Fund
Beneficiary: UN Office of Administration of Justice
Currency: US Dollars

2. These fees shall be reviewed by the United Nations and may be adjusted by mutual agreement of the Parties hereafter every two years, to ensure accurate reimbursement for the services rendered.

3. The administrative arrangements necessary for the functioning of the Appeals Tribunal with respect to cases arising under this Agreement shall be made by the Secretary-General of the United Nations, in consultation with the President of the International Tribunal. Should the President of the Appeals Tribunal designate the Headquarters of the Organization as the place for convening a session of the Appeals Tribunal for the purpose of considering a group of cases arising pursuant to this Agreement, the Organization shall provide the premises, arrangements and facilities for the session free of charge to the United Nations.

4. Additional expenses which may be incurred by the United Nations in connection with the proceedings of the Appeals Tribunal specifically required for dealing with cases arising under this Agreement shall be borne by the International Tribunal. Such expenses would only cover the travel and related costs for staff of the International Tribunal under article 5, paragraph 1, of the Statute or any other person whose presence is required at oral proceedings under article 8.2 of the Statute. Before incurring the additional expenses, the Registrar of the Appeals Tribunal shall inform the Registrar of the International Tribunal of an estimate of the additional expenses and reasons for incurring them as well as the possibility of alternative arrangements.

Article 5

1. The effective date of this Agreement shall be 1 July 2009.
2. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.
3. This Agreement may be amended by written consent of the Parties.
4. Each Party may terminate this Agreement by giving six months' notice in writing to the other party.

IN WITNESS THEREOF, the undersigned have signed the present Agreement.

DONE this 13th day of July at New York in two originals in English and French language, both being equally authentic.

For the United Nations:

[signed]

BAN Ki-moon
Secretary-General

13 July 2010

For the International Tribunal
for the Law of the Sea:

[signed]

José Luis Jesus
President

23 June 2010