

# **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**

1. The Appeals Tribunal shall be competent to hear and pass judgment on an application filed by staff members of the Registry of the International Tribunal or any other individual referred to in Staff Regulation 11.2, paragraph (c) of the International Tribunal:

(a) To appeal an administrative decision that is alleged to be in non-compliance with the terms of appointment or the contract of employment. The terms "contract" and "terms of appointment" include all pertinent regulations and rules and all relevant administrative issuances in force at the time of alleged non-compliance;

(b) To appeal an administrative decision imposing a disciplinary measure.

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.

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 by the applicant of the decision taken by the Registrar of the International Tribunal on the recommendation of the Joint Appeals Board or, in the absence of a decision of the Registrar, within 90 days following a period of 14 days after receipt, by the Registrar, of the report of the Joint Appeals Board.
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**

1. The International Tribunal shall be responsible for the payment of a flat fee of US \$9,600 per case, which will be charged by invoice at the time of submission of the case to the Appeals Tribunal. Payment shall be made by the International Tribunal in a single installment within thirty (30) days from the receipt of the invoice to the following United Nations Bank Account:

Bank Name:	JP Morgan Chase Bank (formerly Chase Manhattan Bank) International Agencies Banking
Bank Address:	1166 Avenue of the Americas, 16th Floor, New York, NY 10036-2708
Account Number:	485-0019-69
Swift:	CHASUS33
ABA:	021-000-021
Account Title:	United Nations General Trust Fund
Beneficiary:	UN Office of Administration of Justice
Currency	US Dollars

2. This flat fee of the cost per case shall be reviewed by the United Nations and may be adjusted by mutual agreement of the Parties at the end of 2011, and thereafter biannually, 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**

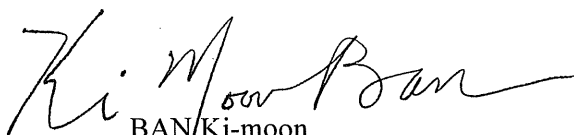
- 1. The effective date of this Agreement shall be 1 July 2009.
- 2. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.
- 3. This Agreement may be amended by written consent of the Parties.
- 4. Each Party may terminate this Agreement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

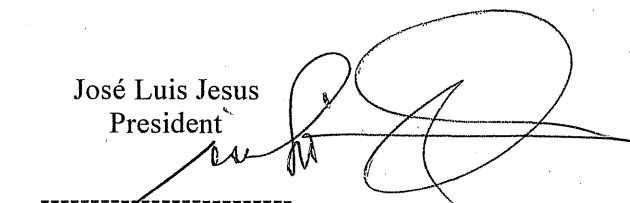
IN WITNESS THEREOF, the undersigned have signed the present Agreement.

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

For the United Nations:

For the International Tribunal for the Law of the Sea:

  
 BAN Ki-moon  
 Secretary-General  
 13 July 2010

José Luis Jesus  
 President  
  
 23 June 2010