

MEMORANDUM OF AGREEMENT

Between

and

The United Nations Educational,
Scientific and Cultural Organization
(hereinafter called "UNESCO")

Estonian Ministry of Culture
(hereinafter called the "Releasing Entity")

Considering that the Releasing Entity is willing to loan to UNESCO the services of an expert on a non-reimbursable basis in order to contribute to the work to be undertaken by UNESCO,

Considering further that UNESCO is willing to accept the services of such an expert,

The Parties hereby agree as follows:

Article 1. Loan and duties of the Loaned Personnel

The Releasing Entity shall loan to UNESCO, Ms Liina Jänes (hereunder referred to as the Loaned Personnel) to perform the duties specified in the attached Terms of Reference for a period of 12 months, with the concurrence of all parties concerned.

Article 2. Remuneration of the Loaned Personnel and expenses in connection with the assignment to UNESCO

1. The Releasing Entity shall pay the Loaned Personnel his/her salary, allowances, benefits and all expenses relating to his/her assignment to UNESCO, particularly as concerns taxes, medical and life insurance coverage and coverage in case of work-related accident and illness, other benefits to which the Loaned Personnel is entitled, travel expenses and other related expenses incurred in travel to and from the assignment (both) during or at the end of his/her assignment.

Costs relating to official travel in the discharge of UNESCO's functions shall be paid by UNESCO on the same basis as costs incurred by staff members, including payment of daily subsistence allowance.

2. UNESCO shall not be liable for any expenses in connection with the loan of the Loaned Personnel as such.
3. UNESCO shall provide the Loaned Personnel with all the facilities normally granted to members of its staff for the performance of their duties, including the office space and administrative services normally required.
4. The Releasing Entity shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any dispute occurring under the present Memorandum of Agreement and which arises out of acts or omissions of the Releasing Entity or the Loaned Personnel.
5. The Releasing Entity will reimburse UNESCO for financial loss or for damage to UNESCO owned equipment or property caused by Loaned Personnel, if such loss or damage:

(a) occurred outside the performance of services with UNESCO; or

(b) arose or resulted from gross negligence, willful misconduct, or violation or reckless disregard of applicable rules and policies by such Loaned Personnel.

Article 3. Conditions relating to the Loaned Personnel's appointment

1. The Loaned Personnel shall be subject to the authority of the Director-General of UNESCO and shall be accountable to the Director-General in the performance of his/her official duties on behalf of UNESCO. The Individual Contract signed between UNESCO and the Loaned Personnel shall, if necessary, specify the additional conditions relating to the Loaned Personnel's appointment.
2. The Loaned Personnel, not having the status of a UNESCO staff member, shall not enjoy the rights granted by UNESCO exclusively to members of its staff. In particular, he/she shall not be affiliated to the United Nations Joint Staff Pension Fund or to the UNESCO Medical Benefits Fund, nor shall he/she be covered by the UNESCO Staff Compensation Plan.
3. The Loaned Personnel shall observe all applicable UNESCO's Rules, Regulations, administrative instructions, procedures and directives relevant to the performance of his/her functions.
4. The Loaned Personnel shall adhere to the Standards of Conduct for the International Civil Service. He/she shall carry out his/her work with the interests of UNESCO only in view, at all times in the course of his/her loan to the latter, and shall neither seek nor accept instructions from any Government or from an authority external to UNESCO.
5. The Loaned Personnel shall conduct himself/herself at all times in a manner befitting his/her contractual status with UNESCO. He/she shall not engage in any form of activity incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence, and impartiality that are required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of that status.
6. The Loaned Personnel shall exercise the utmost discretion in all matters relating to his/her functions. Unless otherwise authorized by the appropriate official in the receiving unit, they may not communicate at any time to the media or to any institution, person, Government or other external authority any information that has not been made public, and which has become known to them by reason of their association with UNESCO or the receiving unit. He/she may not use any such information without the prior written authorization of the appropriate official, and such information may never be used for personal gain. These obligations shall continue after the end of their service with UNESCO.
7. All rights, including ownership rights, copyright and patents, in any work produced by the expert by virtue of his/her contract, shall be vested in UNESCO, which alone shall hold all rights of use.
8. The Loaned Personnel shall enjoy the privileges and immunities granted under clause 3 of Annex IV of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the United Nations on 21 November 1947 and the Host Country Agreement(s) and Article 25 of the Headquarters Agreement between the Government of the French Republic and UNESCO.
9. The Loaned Personnel shall provide, before the start of his/her service, a medical certificate issued by a recognized physician in order to confirm that he/she is physically fit for the assignment. Any expense incurred by the Loaned Personnel must be covered by the Loaned Personnel or the Releasing Entity.

10. The Loaned Personnel shall conform to the working hours and official holidays in force within the Secretariat, and is entitled to leave in accordance with the UNESCO's system of leave regulations. However, in the event of illness, he/she shall comply with the rules and procedures laid down by the Releasing Entity. Annual leave may be taken by the Loaned Personnel in accordance with his/her terms of service with the Releasing Entity but may not exceed leave entitlements of staff members. Leave plans must be approved in advance by the supervisor at UNESCO. In the event of accrued annual leave, it shall be governed by the rules and procedures laid down by the Releasing Entity.
11. The Loaned Personnel benefits from the same protection and physical security measures afforded to UNESCO staff. He/she is, *inter alia*, included in all UNESCO security arrangements, in a manner consistent with United Nations Department of Safety and Security (UNDSS) published directives. The Loaned Personnel shall adhere to security rules, regulations and procedures and he/she must undertake the mandatory security briefings and training applicable to UNESCO staff and employees in the duty station. The Loaned Personnel will be held responsible in accordance with the applicable Rules and Regulations and relevant UNESCO administrative insurance procedures, if he/she does not comply with these rules, regulations and procedures.

Article 4. Evaluation of the assignment

On expiry and/or prior to any subsequent extension of the assignment, UNESCO shall submit an evaluation of the work performed by the Loaned Personnel to the Releasing Entity.

Article 5. Settlement of disputes

1. The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof.
2. Unless the Releasing Entity is a Member State or a governmental authority, any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination or invalidity thereof, unless settled amicably under Article 5.1 within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force.

Article 6. Privileges and immunities

Nothing in or relating to the present Memorandum of Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO.

Article 7. Amendments

The present Memorandum of Agreement may be amended by mutual written consent between the Parties.

Article 8. Extension

The present Memorandum of Agreement may be extended, subject to the written agreement of both Parties, for a maximum of 24 months at a time. Extensions should be justified by the need of continuous service of the Loaned Personnel and for up to an overall maximum period of 4 (four) years.

Article 9. Termination

1. The present Memorandum of Agreement may be terminated by the Releasing Entity or by UNESCO, at one month's notice. A copy of the notice of termination shall be provided to the Loaned Personnel by the party initiating termination. The Releasing Entity shall be liable for all costs resulting from such rescission.
2. Unsatisfactory performance, or failure to conform to the Standards of Conduct set out above, may lead to termination of service, for cause, at the initiative of UNESCO. One month's notice shall be given in such cases.
3. Any serious breach of the duties and obligations that, in the view of the Director-General, would justify separation before the end of the notice period will be immediately reported to the Releasing Entity with a view to an immediate cessation of service.

Article 10. Effective date and expiry date

The present Memorandum of Agreement shall enter into force on the date of signature below, and shall remain in force until the expiration of the Individual Contract signed between UNESCO and the Loaned Personnel.

For UNESCO

Name: Mr Ernesto Ottone R.

Title: Assistant Director-General for Culture

Date : 19/06/2024

Signature



For the Releasing Entity

Name: Ms Kristiina Alliksaar

Title: Secretary General, Estonian Ministry of Culture

Date :

Signature