

INDIVIDUAL CONTRACT

Between

and

Ms Liina Jänes

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

.....
(hereinafter called "the Loaned
Personnel")

UNESCO concluded with Estonian Ministry of Culture (hereinafter called "*Releasing Entity*") a Memorandum of Agreement dated 26/06/2024 concerning the loan of Ms Liina Jänes to UNESCO. The Loaned Personnel shall perform the duties specified in the attached Terms of Reference.

Article I

Not having the status of a UNESCO staff member, the Loaned Personnel shall not enjoy the rights granted by UNESCO to its staff. In particular, the Loaned Personnel shall not be a member of the United Nations Joint Staff Pension Fund or the UNESCO Medical Benefits Fund, nor shall the Loaned Personnel be covered by the UNESCO Staff Compensation Plan.

Article II

1. UNESCO shall provide the Loaned Personnel with all the facilities normally granted to its staff at an equivalent grade for the performance of their duties, including the office space and administrative support normally required.
2. With the exception of the expenses for which the Releasing Entity accepts liability under the terms of the Agreement to which this contract refers, UNESCO shall be responsible for the expenses incurred during missions carried out by the Loaned Personnel in the performance of his/her functions (daily subsistence allowance according to the rates in force in UNESCO, provision of travel tickets and accident insurance coverage according to the conditions and limits of the insurance policy contracted by UNESCO).

Article III

1. The Loaned Personnel shall be responsible for verifying that he/she has adequate social security coverage, particularly with regard to retirement, health, and medical care, possible consequences of an accident or any other incident, and in the event of loss or damage occurring during the entire time he/she is on UNESCO business. If necessary, the Loaned Personnel shall make appropriate insurance arrangements at his/her own or the Releasing Entity's expense.
2. 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 shall be covered by him/her or the Releasing Entity.

Article IV

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.

2. The Loaned Personnel shall comply with the obligations set forth in Article 3 of the Agreement with the Releasing Entity.
3. The Loaned Personnel shall observe all applicable Rules, Regulations, administrative instructions, procedures and directives relevant to the performance of his/her functions.
4. 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 and Article 25 of the Headquarters Agreement between the Government of the French Republic and UNESCO.
5. The Loaned Personnel shall adhere to the Standards of Conduct for the International Civil Service. He/she shall exercise the utmost discretion concerning all matters of official duties. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her work, except in the performance of his/her duties or with the permission of the Director-General. These obligations shall remain binding after the expiry of the contract.
6. The Loaned Personnel shall carry out his/her work with the interests of UNESCO only in view, at all times in the course of his/her loan, and shall neither seek nor accept instructions from any government or from an authority external to the Organization.
7. 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.
8. Barring express permission from the Director-General, the Loaned Personnel may not, during the period of his/her work for UNESCO, accept any honorary title, decoration, favour, donation or remuneration from any government or source external to the Organization.
9. The Loaned Personnel shall conform to the working hours and official holidays, and shall be subject to the system of leave regulations in force within the Secretariat. However, in the event of illness, he/she shall comply with the rules and procedures laid down by the Releasing Entity. Leave plans shall 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.
10. 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. However, 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.
11. At the end of loan, the Loaned Personnel shall undertake the check-out formalities, including, as applicable, return of the badge allowing access to the Organization's premises, identification card(s) (i.e. special residence permit) delivered for him/her and/or members of his/her families by the authorities of the duty station, car registration plates, etc.
12. The Loaned Personnel shall take the following oath:

"I solemnly undertake to exercise in all loyalty, discretion and conscience the functions entrusted to me as a Loaned Personnel in the service of the United Nations Educational, Scientific and Cultural Organization, to discharge these functions and regulate my conduct with the interests of UNESCO only in view, and not to seek or accept instructions in regard to the performance of my duties from any government or other authority external to the Organization".

Article V

1. On expiry or prior to any subsequent extension of the loan assignment, UNESCO shall submit an evaluation of the work performed by the Loaned Personnel to the Releasing Entity.
2. If the Loaned Personnel is expected to produce a report for his/her Releasing Entity, he/she shall first submit it to the Director-General.

Article VI

Any controversy or dispute concerning the execution or interpretation of this contract shall be settled in consultation with the Releasing Entity.

Article VII

1. The present contract may be terminated by the Loaned Personnel at one month's notice. Should the abovementioned Agreement be terminated by UNESCO or the Releasing Entity, the present contract shall come to an end at the same time as the Agreement, provided that one month's written notice has been given to the Loaned Personnel.
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 Institution with a view to an immediate cessation of service.

Article VIII

This loan assignment does not carry any expectation of extension or conversion to any other type of contract of appointment in any activity of the Organization.

Article IX

This contract shall enter into force on the date of signature below, and shall expire 12 months after the entry on duty of the Loaned Personnel.

for
For UNESCO:

Name: Mr Ernesto Ottone R.

Title: Assistant Director-General for Culture

Date: 2/07/2024

Signature



The Loaned Personnel:

Name: Ms Liina Jänes

Date:

Signature: