

**Model Memorandum of Understanding (hereinafter referred to as MoU)
between the International Tribunal for the Law of the Sea and [participating
State] concerning Junior Professional Officers**

Article 1

[Participating State] undertakes to provide Junior Professional Officers (“JPOs”) in connection with the activities of the International Tribunal for the Law of the Sea (“the Tribunal”) in accordance with the following principles:

- (a) JPOs shall be provided in response to specific requests from the Tribunal, and shall be assigned to assist the Registry of the Tribunal;
- (b) The final decision regarding the assignment of JPOs shall rest with the Tribunal;
- (c) JPOs shall, for the duration of their assignment to the Tribunal, be subject, as international civil servants, to the rules and regulations of the Tribunal, as set forth in their letters of appointment, which will be issued by the Tribunal;
- (d) As staff members of the Tribunal, JPOs shall be subject to the authority of the Registrar of the Tribunal, and shall be responsible to the Registrar in the exercise of their duties. JPOs shall not seek or accept instructions concerning the performance of their duties from any government, including their own, or from any other authority outside the Tribunal;
- (e) [Participating State] shall be responsible for all identifiable costs pertaining to the employment of each JPO.

Article 2

1. Whenever a JPO vacancy within the Registry arises, the Tribunal shall inform [participating State] of the vacancy for which, in the opinion of the Tribunal, suitable candidates may be found, and shall request [participating State] to submit a list of candidates within a given period. For this purpose, the Tribunal shall transmit [participating State] a job description for the vacant position.

2. The Tribunal will invite [participating State] to identify potential candidates for the vacant position. In order to be considered for the programme, candidates must:

- (a) Be under 32 years of age at the time of nomination;
- (b) Possess relevant academic qualifications (a master’s degree or equivalent) in law or in a field commensurate with the specific position;
- (c) Have a minimum of two years of working experience in a relevant field;
- (d) Demonstrate written and spoken proficiency in at least one of the two official languages of the Tribunal (English and French).

3. On this basis, [participating State] shall submit to the Tribunal a list of a maximum of three candidates. Nominations must include candidates of each gender.
4. JPOs may be nationals of [participating State] or nationals of other countries. [Participating State] is invited to consider nominating non-nationals, in particular from developing countries.
5. The Tribunal shall take the final decision.

Article 3

[Participating State], although not committed to providing a specific number of JPOs in any given period, will make every effort to find suitable candidates for any request submitted to it in accordance with article 2, and to inform the Tribunal of the results within a reasonable period of time.

Article 4

Each JPO shall normally be appointed for an initial period of one year. At the request of [participating State], this period of service may be extended by the Tribunal once, for another one-year period, subject to satisfactory performance.

Article 5

1. [Participating State] shall provide the Tribunal with funds to meet all identifiable costs resulting from the employment of a JPO under this MoU and will, on an annual basis, deposit a sum for this purpose in an account designated by the Tribunal.
2. Prior to the appointment of a JPO or the extension of her/his assignment, an estimate of costs shall be sent to [participating State]. No appointment shall be made until [participating State] has acknowledged receipt of the estimate and unless the costs thus estimated are covered by the amount deposited by [participating State].
3. All deposits to and payments from the account shall be made in euros. Should the sum deposited annually by [Participating State] be greater than the total amount actually spent by the Tribunal during a given year, the residual and uncommitted amount shall be returned to [participating State] or be carried over to the following year.

Article 6

The Tribunal shall from the account referred to in article 5 above meet all expenses connected with the assignment of the JPOs, which include:

- (a) Salaries and allowances;
- (b) Travel to and from Hamburg and related costs and allowances;
- (c) Travel to and from Hamburg for dependants and related costs and allowances;

- (d) Insurance of the JPO against sickness, disability and death as well as contributions to the United Nations Joint Staff Pension Fund payable by the Tribunal;
- (e) Any other unforeseen expenses payable in accordance with the Staff Regulations and Rules of the Tribunal and/or the terms of appointment of the JPO;
- (f) Administrative expenses concerning the implementation of the JPO programme.

Article 7

Annually, as soon as audited accounts are available, and not later than 30 June, the Tribunal, in accordance with its Financial Regulations and Rules, will submit to [participating State] a statement of the financial position of the account referred to in article 5 above as at 31 December of the preceding year.

Article 8

In a Letter of Appointment to be given to the JPO, the Tribunal will describe the conditions of service in detail.

Article 9

This MoU shall enter into force on the day of its signature by an authorized representative of [participating State] and the Tribunal.

Article 10

This MoU shall remain in force until terminated either by the Tribunal or [participating State] giving three months' notice in writing. The obligations of the Tribunal and of [participating State] shall continue for the duration of any existing JPO appointment made pursuant to this MoU.

Article 11

Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Tribunal or of [participating State].

IN WITNESS THEREOF the respective representatives of the Tribunal and of [participating State] have signed this MoU on the date indicated below.

FOR
The International Tribunal
for the Law of the Sea

FOR
[PARTICIPATING STATE]

Date

Date