**International Personnel Services Agreement (IPSA)**

[I. Introduction and Background 3](#_Toc161312409)

[II. Use of IPSA 4](#_Toc161312410)

[III. Legal Status of the IPSA holder 5](#_Toc161312411)

[IV. General Rights and Obligations of the IPSA holders 5](#_Toc161312412)

[V. Standards of Conduct 7](#_Toc161312413)

[VI. Title Rights 8](#_Toc161312414)

[VII. Nature of relationship between UNDP and the IPSA holder 8](#_Toc161312415)

[VIII. Duration of an IPSA 9](#_Toc161312416)

[IX. Functions: Specialist Functions 9](#_Toc161312417)

[X. Types of IPSAs: Regular and Retainer Agreements; Office- and Home-based 10](#_Toc161312418)

[XI. Engagement of Former and Retired UN Staff Members, and other Non-Staff Personnel 11](#_Toc161312419)

[XII. Engaging Close Relatives of UNDP Personnel 12](#_Toc161312420)

[XIII. Authority for the Issuance of IPSA 12](#_Toc161312421)

[XIV. Responsibility and Accountability 12](#_Toc161312422)

[XV. Classification & Established Scales 13](#_Toc161312423)

[XVI. Selection of IPSAs 13](#_Toc161312424)

[XVII. Medical Clearance 14](#_Toc161312425)

[XVIII. Part-time work 14](#_Toc161312426)

[XIX. IPSA Extension, Expiration and Termination: 14](#_Toc161312427)

[XX. Remuneration Scales, Bands, and Remuneration setting for IPSAs 16](#_Toc161312428)

[XXI. Recourse/Settlement of disputes 18](#_Toc161312429)

[XXII. Overtime 19](#_Toc161312430)

[XXIII. Hardship and Danger Allowance 19](#_Toc161312431)

[XXIV. IPSA Remuneration Advances 19](#_Toc161312432)

[XXV. Mandatory subsidized coverage not commutable to cash 20](#_Toc161312433)

[XXVI. Mandatory partially subsidized (lump sum) coverage not commutable to cash 21](#_Toc161312434)

[XXVII. Non subsidized coverages 21](#_Toc161312435)

[XXVIII. Working Hours 22](#_Toc161312436)

[XXIX. Leave 22](#_Toc161312437)

[XXX. Travel for Work 28](#_Toc161312438)

[XXXI. Performance Evaluation 28](#_Toc161312439)

[XXXII. Learning Opportunities 28](#_Toc161312440)

[XXXIII. Career Paths 29](#_Toc161312441)

[XXXIV. Roles and Responsibilities. 29](#_Toc161312442)

[Annex 1: Recruitment standards and procedures for IPSAs. 32](#_Toc161312443)

[Annex 2: Overview of IPSA benefits 37](#_Toc161312444)

[Annex 3: Definition of functions of inherent and continuous nature 38](#_Toc161312445)

[Annex 4: IPSA Pay Ranges and Identifying the right level 40](#_Toc161312446)

[Annex 5: Performance Evaluation 42](#_Toc161312447)

[Annex 6: To be included in IPSA file, where applicable – Checklist 43](#_Toc161312448)

[Annex 7 : Equipment & Supplies 44](#_Toc161312449)

[Annex 8 : Transitional measures 45](#_Toc161312450)

# **Introduction and Background**

1. **Overview**
2. The International Personnel Services Agreement (“IPSA”) is a legal instrument established by the United Nations Development Programme (UNDP) in order to engage the services of individuals to provide a time-limited service to UNDP under a services-based contract modality.
3. This modality has two key objectives: On the one hand, the IPSA aims to provide UNDP with a comprehensive, flexible and cost-effective contractual framework which responds to project- and programme-based, as well as operational and administrative, requirements. On the other, the IPSA will at the same time provide for attractive, stable and fair conditions of employment which ensure that UNDP is able to attract, select and retain the services of high-quality individuals.
4. Individuals engaged under the IPSA framework have the status of International Personnel Service Agreement holders, and are specifically engaged in recognition of their skills and expertise, to provide identified deliverables. These individuals are not UNDP staff members, but are considered affiliate personnel and, as such are not governed by or subject to the United Nations’ Staff Regulations and Rules. Nor is this contract modality governed by national legislation in countries where UNDP operates. Given that the services covered by the IPSA may only be provided by natural and not legal persons (e.g., duly formed/registered companies), and by non-incorporated partnerships, the IPSA falls within the overall scope of UNDP Human Resource management framework.
5. The IPSA may also be used by UNDP to contract individuals on behalf of entities to which it may provide such services (“partners”), whereby the personnel so contracted are supervised by such partners. Such contracts are administered by UNDP. This facility is provided for in the related policy on Partner Personnel Service Agreement (“PPSA”).
6. The IPSA is governed solely by its expressed terms and conditions, including the [Terms of Reference (“TOR”)](%20https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Guide%20in%20Writing%20a%20TOR%20for%20IPSA.docx).
7. **Applicability**
8. The following policy shall apply to International Personnel Services Agreements concluded by UNDP to perform services for UNDP.
9. UNV and UNCDF can hire IPSAs in accordance with this Policy under the same conditions applicable to UNDP.

1. An IPSA holder is normally a person engaged to perform specialist functions in a country other than their home country or place of permanent residence. In programme countries, the National Personal Services Agreement (NPSA) should be used. However, IPSA holders may undertake an assignment in their home country provided they have multi-country responsibilities as per the terms of reference and is expected to travel on official business outside the home country for more than one-third of the service period, such cases should be cleared by BMS/OHR.

# **Use of IPSA**

1. There are functions that have an international element to them, where specific technical expertise is not available at that required level locally, where local challenges and conflicts may require a neutral approach, or where the independent role of UNDP is required. In such instances, an International PSA position should be established as opposed to a national PSA position.

1. When should the IPSA be used:

The IPSA is to be used when engaging individuals in any of the following circumstances:

1. When undertaking the performance of specific task(s) or delivery of work for the implementation of project(s) or other activities of a business unit which is funded by a project (or projects) or a non-continuous source of funding, and required for a defined period of time (for example, for the duration of the active project(s) carried out by UNDP or its funding);
2. When undertaking the performance of specific task(s) that is/are needed because of the variable business volume due to the nature of UNDP’s business model;
3. When the services require specialized technical, peculiar or unique skills, that are not part of UNDP’s staff capability or may not be needed long-term by UNDP;
4. The IPSA may not be used in the following cases:
5. When the functions are of both, inherent and continuous in nature (as defined in [Annex 3](#_Annex 3:_Definition of functions of inherent and continuous nature)).
6. To re-instate a staff member whose previous post/function of identical nature has been abolished.
7. As a means of applying a probationary period to candidates prior to offering them a staff appointment.
8. Where the services required based on specific deliverables and payments are lump-sum based. In such cases, the Individual Contract (IC) modality of UNDP should be used, governed by its own set of procurement guidelines. Automatic conversions from IC to IPSA are not possible given that the two modalities follow two very different purposes and assessments, except during the transition period indicated above.

# **Legal Status of the IPSA holder**

1. A holder of an IPSA is known as an IPSA holder and is engaged pursuant to the express terms and conditions of the IPSA. IPSA holders are not recruited under United Nations Staff Regulations and Rules and UNDP business units must ensure that the treatment of IPSAs is consistent with the IPSA Policy, their IPSA and their status.
2. IPSA holders have the legal status of a contractor vis-à-vis UNDP, and are not staff members of UNDP or any other entity of the United Nations (“UN”) under the Staff Regulations and Rules of the UN, or “officials” of UNDP or any other entity of the UN for the purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the UN on 13 February 1946 (“General Convention”).
3. IPSA holders may have the status of “expert on mission for the United Nations” under Section 22, Article VI, of the General Convention, and may perform official duties for the United Nations. Whether or not an IPSA holder can be recognized as an expert within the framework of the General Convention is an issue that, if the need arises, will be conclusively determined by the Secretary-General of the United Nations or his/her delegate, the UN Legal Counsel, through the Legal Office of UNDP.
4. IPSA holders have no authority or any other right to incur any legal or financial obligations on behalf of UNDP. The IPSA holder may not expressly or implicitly represent to any person authority that the IPSA holder does not have.

# **General Rights and Obligations of the IPSA holders**

1. Rights and obligations under the IPSA are strictly limited to its express terms and conditions.

**A. General rights and obligations**

1. The terms and conditions of the IPSA differ from the terms and conditions applicable to UNDP staff members appointed under the UN Staff Regulations and Rules. IPSA holders are excluded from participation in the United Nations Joint Staff Pension Fund and After-Service Health Insurance. Further, IPSA holders shall not be entitled to any additional benefit, payment, subsidy, compensation or entitlement, except those expressly stated in the IPSA.
2. IPSA holders may neither seek nor accept any instructions in connection with UNDP from any authority external to UNDP. Should any authority external to UNDP seek to impose any instructions on IPSA holders in connection with UNDP, they must promptly notify UNDP and provide all reasonable assistance required by UNDP to address this matter. An IPSA holder must not take any action that may adversely affect the interests of UNDP and must perform their obligations under the IPSA with the fullest regard to the interests of UNDP. During the period of service with UNDP, an IPSA holder must refrain from any conduct that would reflect adversely on UNDP or the rest of the UN system (or both), and must not engage in any activity that is incompatible with their performance of services for UNDP under the IPSA.
3. UNDP may arrange for the issuance of a ticket or payment of a lump sum to allow the IPSA holder to reach their duty station of assignment. The class of travel will be economy class, and no daily subsistence allowance (DSA) is paid for the assignment travel.
4. During the term of the IPSA and even after the expiration or termination of an IPSA, IPSA holders must assist UNDP in any disputes with third parties, and cooperate with audits conducted by the Office of Audit and Investigations or the Board of Auditors and/or investigations relating to matters on which the IPSA holders worked or have knowledge. Such assistance may include providing UNDP or its lawyers (or both) with information regarding an IPSA holder’s service under the IPSA, and serving as a witness in arbitration, conciliation, mediation and/or similar proceedings. Whether or not UNDP exercises such an option, an IPSA holder may not voluntarily or at the request of a third party, without being compelled to do so by relevant authorities, provide any assistance (other than serving, subject to the provisions of the IPSA regarding confidentiality, as an unremunerated fact witness) to the other party or parties to the dispute without the prior written consent of, or in the case of a request of relevant authorities, without notifying, UNDP.

**B. Professional Liability**

1. IPSA holders are solely liable for claims by third parties arising from their own negligence and/or intentional acts or omissions committed during the course of the IPSA and must ensure that under no circumstances will UNDP be held liable for such claims.
2. All IPSA holders must obtain professional liability insurance when requested by UNDP. In such cases, proof of purchase and maintenance of the professional liability insurance must be provided to UNDP upon request.
3. IPSA holders must indemnify UNDP and its officials, agents, employees and contractors from and against all suits, proceedings, claims, demands, losses and liabilities of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney fees, settlement payments and damages, based on, arising from, or relating to:
4. Allegations or claims that the use by UNDP of any device, any material or any other goods or services provided by the IPSA holder, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; and
5. Allegations or claims that the IPSA holder during the term of the IPSA caused injury, loss or damage, whether physical, psychological and/or financial, to anyone who is not a party to the IPSA, including, without limitation, allegations and claims in the nature of a claim for workers’ compensation.

**C. Compliance and working arrangements**

1. IPSA holders must comply with all legislation, ordinances, rules, regulations, instruments, and other applicable laws in all relevant jurisdictions (e.g., country of origin, country of residence, country(ies) where services are performed), including but not limited to those relating to taxation, licenses, work permits and visas. Under no circumstances will UNDP be responsible for paying or reimbursing such taxes. IPSA holders must provide periodic proof of payment of taxes when requested to provide such proof by UNDP.
2. IPSA holders are responsible for and must arrange for any necessary visa(s) and/or work permit(s) prior to starting the IPSA, and UNDP will provide support for the applicant’s visa request. All costs related to visas and work permits, if any, are to be fully borne by the IPSA holder. UNDP will not reimburse IPSA holders for visa and/or work permit fees unless the IPSA holder is (subsequent to arrival in the duty station to commence assignment) requested to undertake travel to other locations for UNDP, in which case any visa and/or work permit fees necessary for other locations may be claimed through submission of a travel/expense claim and supporting documents.
3. IPSA holders may serve on corporate committees (such as interview panels, contracts and property committee, vendor review committee, etc.), however, IPSA holders may not serve as chair, alternate chair or be the majority voting members on corporate committees.

# **Standards of Conduct**

1. IPSA holders must comply with the standards of conduct set forth in the UN Secretary General’s Bulletin of 9 October 2003 entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse” (ST/SGB/2003/13) and the UN Secretary-General’s Bulletin of 18 June 2002 entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission” (ST/SGB/2002/9) as they may be amended from time to time. Furthermore, IPSA holders must comply with all applicable UNDP administrative issuances.
2. In the performance of services under the IPSA, IPSA holders must comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. IPSA holders must comply with all security directives issued by UNDP.
3. Although IPSA holders do not have the status of a United Nations official/staff member, while working on UNDP-related activities, they must comply with the standards of conduct required of a UN civil servant except to the extent such standards are, in the opinion of UNDP, inherently inconsistent with their status as an IPSA holder.
4. Any breach of the IPSA will be grounds for immediate termination for cause, at the sole discretion of UNDP. If the IPSA holder is found by UNDP to have engaged in fraudulent or similar conduct, UNDP may refer the matter to the relevant national authorities.
5. IPSA holders must cooperate fully and in good faith with any investigation conducted in accordance with UNDP’s Legal Framework for Addressing Non-compliance with United Nations Standards of Conduct” as well as any audit conducted by, or on behalf of, the Office of Audit and Investigations of UNDP or the UN Board of Auditors.
6. IPSA holders are bound by the terms of their IPSA to respect the impartiality and independence of the United Nations and UNDP and to exercise the utmost discretion in all matters relating to the performance of their assignment. During the period of service with UNDP, IPSA holders may not engage in any activity that is incompatible with the discharge of their duties with the organization. They should exercise utmost discretion in all matters of official activities of the organization.
7. Unless specifically set out in their IPSA and/or authorized in writing by the UNDP Administrator or his/her designate, IPSA holders should not communicate at any time to the media, or to any institution, person, government, or other external entity/authority any information that has not been made public and which has become known to them by reason of their association with UNDP, nor should they use such information for private advantage. These obligations will survive the expiration or termination of the IPSA.
8. An individual on IPSA may not engage in an outside professional activity (i.e. not for UNDP) whether remunerated or not, unless and only if the individual has received prior approval of UNDP to do so from the Head of the Business Unit.

# **Title Rights**

1. UNDP will be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the IPSA holder has developed for UNDP under the IPSA and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the IPSA. The IPSA holder must acknowledge and agree that such products, documents and other materials constitute works made for hire for UNDP in the IPSA. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the IPSA holder: (a) that pre-existed the performance by the IPSA holder of his/her obligations under the IPSA, or (b) that the IPSA holder may develop or acquire, or may have developed or acquired, independently of the performance of their obligations under the IPSA, UNDP does not and will not claim any ownership interest thereto, and the IPSA holder must grant to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the IPSA. At the request of UNDP, the IPSA holder must take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the IPSA. Subject to the foregoing provisions, all maps, drawings, photographs, plans, reports, estimates, recommendations, documents and all data compiled by or received by the IPSA holder under the IPSA will be the property of UNDP, must be made available for use or inspection by UNDP, must be treated as confidential and must be delivered only to UNDP authorized officials on completion of work under the IPSA.

# **Nature of relationship between UNDP and the IPSA holder**

1. An IPSA holder is not and may not represent himself or herself as being an agent of UNDP. The IPSA holder shall be solely responsible for all claims arising out of or relating to its actions or omissions.
2. Any disputes between the IPSA holder and UNDP will be subject to the dispute resolution mechanism in the IPSA.

# **Duration of an IPSA**

1. An IPSA may be issued for up to 12 months at a time, and may be renewed for up to 4 years, however, not to exceed the maximum duration of the project. The maximum period for the use of an IPSA is normally for the duration of the project and/or its expected funding period. Should an IPSA be required beyond the four years under similar terms of reference and within the same project, a review of the function must be conducted and documented to reconfirm that the conditions of use of IPSA have not changed which would then reset the period for another four years. This cycle may be repeated as many times as may be needed, provided the functions performed continue to be under the conditions of when a PSA may be used.
2. Due to its nature and purpose, the duration of the agreement has implications on the benefits and entitlements package of each agreement category. While regular IPSAs are expected to be of at least 6 months in duration and provide for the set of benefits and entitlements, other agreement categories under the IPSA such as the retainer agreement will not have these benefits.
3. Subject to the provisions of this policy, an IPSA may be extended on an annual basis if the IPSA holder has performed satisfactorily and continues working with the identical TOR.
4. The IPSA carries no expectation of any future or other engagement with UNDP.
5. There may be specific instances where the need and intention are to issue a regular IPSA, but the current approved-budget periods are shorter than the minimum permissible duration of six months. In order to allow individuals to benefit from the Regular IPSA package and to facilitate the operational needs of the office, the policy provides the following options to the hiring units, provided the budget is expected to be extended beyond that:
6. Issue a Regular IPSA for a duration of less than six months noting the intention and the budget expectations, or
7. Issue a Regular IPSA for a duration of six months or more, with the expectation to foreshorten the IPSA should the budget not be sufficiently approved at the later stage (expectations are for both UNDP and the IPSA holder, including the potential bearing of the termination indemnity by the hiring unit).

# **Functions: Specialist Functions**

1. An IPSA holder is an individual engaged by UNDP for a defined period of time, in the framework of the awarded IPSA, to provide Specialist services such as expert advisory services, technical skills and/or knowledge services. Specialist services are typically performed by a recognized specialist or authority in a specific field and the services performed are mainly of an intellectual and varied character. Performance of specialist services involves the regular and consistent exercise of discretion and judgment and the output produced or the result accomplished cannot be standardized in relation to a given period of time.
2. An IPSA holder may supervise the technical functions of, and/or provide inputs to the performance evaluation of a staff member if the staff member’s terms of reference are of technical nature, as may be determined by the Head of the Business Unit, or his/her delegate.

# **Types of IPSAs: Regular and Retainer Agreements; Office- and Home-based**

1. The IPSA agreement may not take the form of a lump sum agreement. In this case, an Individual Contract should be awarded within the framework of the applicable procurement process.
2. The below is a summary of the types of IPSA engagements depending on the needs of the business unit:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type** | **Use** | **Period** | **Location** |
| Regular | Regular functions and duration | Longer-term for continuous use of a minimum period of 6 months | Office- or Home-based |
| Retainer or Short-term | Used as needed, based on daily rate | Short-term for use up to a total of 6 months (130 working days) per calendar year |

* 1. IPSA agreements other than retainer or short-term agreements are referred to as “Regular” agreements. Regular IPSAs are to be used when services are required on a more continuous basis throughout the project periods. Payments are made at the end of each calendar month.
  2. IPSA agreements may be issued as a retainer which is considered a short-term agreement. A retainer agreement is issued for a period of time during which the services of the IPSA holder are required intermittently. The IPSA agreement on a retainer basis will specify a “unit price” (e.g. amount per hour, amount per translated page, etc.). For budgetary purposes, a monetary cap will be determined when the agreement is issued. Retainers may also be used for immediate assignments, for example, in response to project proposals within very specific timeframes, and is issued based on an extended time span rather than intermittently.

1. Additionally, any of the IPSA modalities may be used to engage someone on a home-based IPSA when they are not expected to work in any UNDP office or work location, or work is expected to be done on an intermittent basis only (i.e. the IPSA holder will mainly work away from a UNDP work location). The home-based status may also be applied to regular IPSAs with a daily or monthly remuneration and to IPSAs issued as retainer agreements, depending on the exigencies of the hiring business unit.

# **Engagement of Former and Retired UN Staff Members, and other Non-Staff Personnel**

1. In the selection and engagement of IPSA holders, it is important to note that the engagement of candidates that currently work or have previously worked as UN staff members, or are retired UN staff members, is subject to special rules.
2. Staff members may not be separated for the sole purpose of immediately re-engaging them on an IPSA. Should the staff member wish to convert to an IPSA, and submits a motivated request in writing, UNDP may consider any such requests provided that it is compatible with the relevant terms of reference as well as the position structure and requirements. The Head of the Business Unit may make the determination on the functions, however, any such conversion must only be made in full consultation with the Legal Office. In such cases, a one-month break in service must occur between separation from the existing staff contract (Permanent Contract /Fixed-Term Appointment/) and the commencement of the IPSA.
3. A United Nations staff member who has separated may only enter into an IPSA with an effective starting date at least one (1) month after the effective separation date.

1. Former staff and non-staff personnel may be recruited only after the expiration of such other contract. In no case may such other contract be foreshortened in order to allow such person to be engaged under an IPSA.

Determining remuneration of Former or Retired Staff Members:

1. When a former staff member is engaged on an IPSA, the remuneration must not be based on the level of remuneration before separation but rather on the nature and complexity of the assignment to be performed under the IPSA.

Engagement of former Staff Members in receipt of a UN Pension:

1. Former staff members in receipt of a UN pension benefit, may be engaged under IPSA only if:
2. The engagement represents both a cost-effective and a compliant solution to meet the service needs of the hiring business unit;
3. A competitive process was carried out and is properly documented;
4. The 30-day break in service requirement is met (not applicable to temporary appointments);
5. The former staff member in receipt of a UN pension benefit was not separated on grounds of disciplinary action or unsatisfactory performance; and
6. The individual is medically certified as fit.
7. The Head of the Business Unit (as the term is defined below) must ensure that the remuneration of a UNDP (or UN and its funds and programmes) retiree does not exceed the limits set for those receiving a UNJSPF pension benefit.
8. Engagements of former staff in receipt of a UNJSPF pension benefit must not exceed the total duration of 6 months, or total UN derived remuneration of USD 50,000 within one calendar year, whichever comes first, and are non-renewable within one calendar year.

# **Engaging Close Relatives of UNDP Personnel**

1. IPSA holders are subject to UNDP’s policy on Family Relationships.
2. Notwithstanding the foregoing, the Head of the Business Unit must at all times ensure adherence to the requirements in the Staff Regulations and Rules relating to conflict of interest (refer to Staff Regulations and Rules 1.2 g m). If in doubt, the Ethics Office should be consulted for support.

# **Authority for the Issuance of IPSA**

1. The authority to create any IPSA position classified as up to and including the IPSA 11 category, as well as the decision to award such an agreement to the selected individual, is delegated to the Resident Representative in Country Offices, and to the Bureau Director or his/her Deputy for non-country office duty stations (HQ, liaison offices, RSCs, policy centers, etc.), as well as UNV/UNCDF Executive Coordinator, and UNOSSC Director, or his/her deputy.
2. The authority to create positions and issue any IPSA classified IPSA 12 or above is delegated to the Bureau Director or his/her Deputy, as well as UNV/UNCDF Executive Coordinator, and UNOSSC Director, or his/her Deputy through the Regional HR Business Partners, for the business unit seeking such a position.

# **Responsibility and Accountability**

1. IPSA holders like all other UNDP personnel are accountable to the Administrator for the regularity of actions undertaken by them in the course of official duties. IPSA holders involved in any action that is contrary to the Financial Regulations and Rules, or to organizational policies, or other prescriptive guidance (i.e., the POPP) may be held personally responsible and financially liable for the consequences arising therefrom.

1. Responsibility for the correct and effective application and proper management of the IPSA policy and procedures, as well as the creation, issuance and management of individual IPSAs, is distributed to various roles in the organization, subject to oversight by BMS/OHR. Responsibilities and roles are described in Section XXXIV (34) in this policy.

1. UNDP, as the steward and utilization of public funds in its operations and administration, must use due care to ensure funds are utilized only for their intended purpose. Individuals holding a Delegation of Authority must be particularly careful to ensure actions undertaken by themselves or persons under their supervision are in compliance with the Financial Regulations and Rules, Programme and Operations Policies and Procedures (POPP), organizational directives, policies and prescriptive guidance applicable to UNDP.
2. Persons with delegated authority will be held accountable for the regularity of their actions relating to management of IPSAs in their respective business unit.

# **Classification & Established Scales**

1. The IPSA (Regular and Short-term) consists of a number of levels at which IPSA holders are recruited. The levels are established with broad reference to the International Professional grades and correspond to them in terms of methodology of classification. All IPSA Terms of Reference use UNDP’s competency framework, and positions are classified using standards and frames of reference used within the UN system.

1. The following levels and classifications scale are established:

IPSA8 (equivalent to P1)

IPSA9 (equivalent to P2)

IPSA10 (equivalent to P3)

IPSA11 (equivalent to P4)

IPSA12 (equivalent to P5)

IPSA13 (equivalent to D1)

IPSA14 (equivalent to D2)\*

\* Specific senior technical roles, not for functions of a representative or authoritative nature

# **Selection of IPSAs**

1. UNDP Offices must comply with the principles of UNDP’s recruitment and selection framework, which include transparency and competitive selection, regardless of contract modality.
2. The different modalities for the selection of IPSAs are outlined in Annex 1 to this policy.
3. For regular IPSAs the modalities include:
4. Competitive, via a Vacancy Announcement (VA);
5. Using a candidate that has been pre-assessed in a previous competitive process at the same grade level, in the last 36 months;
6. Direct selection from an HR or other approved Roster;
7. Lateral move from another IPSA position to a substantially similar role at the same level; and
8. Direct selection upon approval of the Bureau Director.
9. In addition to the modalities listed in i), for short-term IPSAs, the modalities include:
10. Direct selection from a procurement roster, i.e., GPN;
11. Direct selection of an individual serving as an IC holder in 2021 or thereafter; and
12. Review and assessment of candidate CVs/P11s.
13. For competitive recruitment processes, one or more assessment methods must be used. These can include, among others, panel interviews, tests, desk reviews, technical assessments.

# **Medical Clearance**

1. Individuals are responsible to ensure that their medical state is suitable and adequate to perform the functions they have applied for or have agreed to perform.
2. A [medical certificate](%20https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/3-Forms%20and%20Templates/Certificate_of_Good_Health.doc) from a physician certifying the mental and physical health of the individual is suitable for the performance of the duties and responsibilities, as well as the working environment in terms of location, are required, and should be submitted by the individual prior to any contractual engagement. The cost of the medical examination should be charged to the same source of funding as the IPSA itself, and the medical certification should be placed in the relevant file of the IPSA holder.
3. IPSA holders may be required, at any time, to undergo a medical examination when requested to do so to protect their health and safety, to follow-up on chronic health conditions, or to assess how a change in health circumstances since a prior certification might affect an IPSA holder’s capability to fulfill the functions for which they were contracted.

# **Part-time work**

1. The hiring business unit may deem that the functions and activities appropriate for the IPSA modality may be performed on a part-time basis. The basic principle for establishing the pay for part-time remuneration is that of pro-rating the pay from full-time pay for comparable work. For example, if an IPSA holder is engaged to work a four-day week (with normal working hours) the pay would be set at 80% of the pay for an IPSA with the same terms of reference on a full-time basis. Similarly, any other elements in the pay package (e.g. the organization’s portion of the subsidy for health insurance; group life and disability insurance etc. will be 80%) are to be pro-rated in the same manner.
2. The precise working arrangements of the part-time work must be clearly specified in the agreement and understood by the IPSA holder and the immediate supervisor. Any change to the hours of work and pay must be made by an amendment to the agreement.

# **IPSA Extension, Expiration and Termination:**

**IPSA Extension (Regular IPSAs)**

1. If a decision is taken to extend an IPSA, it is an opportunity to discuss and review the terms of reference, and whether any modifications are needed, bearing in mind that significant modification may require a new agreement altogether. Changes of more than two main functions are considered significant modifications and require a new hiring process.
2. An IPSA can be renewed for periods up to one year at a time, in line with fund availability and suitability of performance.

**Expiration of IPSAs**

1. IPSAs carry no expectation of renewal beyond its expiration date. Should the supervisor wish to extend the IPSA beyond its expiration date, a request for extension should be made, following communication with the IPSA holder and as early as possible before the expiration date of the IPSA.
2. In the event that a regular IPSA is not renewed, the supervisor must inform the operational units (HR/Finance/IT) to ensure that necessary actions are taken, e.g. recovery of any indebtedness to the organization, return of UNDP property such as computers/laptops, building access ID cards, keys, badges, etc. and release of final pay.
3. The UNDP Office may provide a letter of service upon request.

**Termination of Agreement & Termination indemnity**

1. Either party may terminate the IPSA before the expiry date of the agreement by giving a minimum period of 30 calendar days’ notice in writing to the other party (IPSA holder and Hiring Manager).
2. BMS/OLS must be consulted prior to the termination of an IPSA by UNDP, unless the separation is mutually agreed to in writing by both the IPSA holder and the UNDP Office involved.
3. In the event that the IPSA is foreshortened by UNDP without cause (i.e., through no fault of the IPSA holder), an IPSA holder is entitled to a termination indemnity equivalent to one month of net pay.
4. If UNDP terminates the IPSA for cause (i.e., as a result of violation of the standards of conduct or breach of other material terms of the IPSA), the IPSA holder will not be entitled to either a period of notice or other compensation, and will not be eligible for any future contract of engagement of any type.
5. No compensation or termination indemnity payment shall be made in the event that the IPSA holder terminates the IPSA, or upon its natural expiration.
6. The Head of the Business Unit must terminate the IPSA in the following circumstances:
7. Abandonment of functions, i.e., when the IPSA holder is absent from duty without approval for more than five consecutive days;
8. Violation of the standards of conduct or other material terms of the IPSA, including, but not limited to, acts of fraud or misrepresentation;
9. In event of unsatisfactory performance, where the Head of the Business Unit should consult with BMS/OHR and BMS/OLS before deciding whether to terminate the agreement.
10. There is zero tolerance for acts of fraud and violations of the standards of conduct, and any such suspicions must be referred to OAI for review, and if the IPSA holder is found to have engaged in these acts, the Business Unit after consultation with the Legal Office, is expected to terminate the agreement. Advice must be sought from the Legal Office prior to taking any decision on such an action.

# **Remuneration Scales, Bands, and Remuneration setting for IPSAs**

1. The remuneration scale for IPSAs will be set globally by the Director of BMS.
2. The IPSA comprises a number of levels at which IPSA holders can be appointed. The classification of these levels is aligned to the corresponding UNDP grade levels and is set out in the form of broad bands, as shown in the table below. They provide a necessary degree of flexibility for hiring managers to adjust the pay according to skills and market circumstances.
3. The pay of IPSAs will be set at a point between the minimum and the maximum within each band (the range), and the classified level of the position would serve as an indicator for the level of remuneration for individual IPSAs. The lower of the two levels should normally be set anywhere between the minimum and mid-point of the band, and the higher of the two levels around the mid-point.

The Bands:

| **International PSA** | | |
| --- | --- | --- |
| *Band* | *Classified As* | *Corresponding UNDP grade level* |
| IB1  IB2  IB3  IB4 | IPSA 8-9  IPSA 10-11  IPSA 12-13  IPSA 13-14 | P-1 to P-2  P-3 to P-4  P-5 to D-1  D-1 to D-2 |

1. IPSA holders’ remuneration is set following pay ranges, and the pay is determined by the hiring manager based on contingencies of service including budget, availability of technical expertise in the market, and based on the special skills the individual brings with him/her to the position and to the organization. The remuneration may be anywhere between the minimum and maximum for each band range.
2. The [pay-setting system](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/5-Useful%20Tools/PSA_Remuneration_setting_Tool.xlsx) is provided to assist hiring managers in setting the approximate remuneration range, using the following parameters:

1. Basic remuneration
2. Cost of living (COL) component
3. Hardship Element in specific duty stations
4. Additional fixed lumpsum to subsidize medical insurance
5. The basic remuneration represents the basis of the calculation and is relevant to the classified level of the position.
6. The cost of living component is based on the UN post adjustment as a reference to the applicable post adjustment rate applicable to the duty station where the functions are expected to be performed. The maximum payable COL component is set at 50%. While the UN post adjustment may fluctuate on a monthly basis, it remains static for the duration of the agreement unless it increases or decreases by more than 20% compared to the rate applicable at the start of the IPSA. In this case, the agreement may be amended, and the increase or decrease will be applied from that point onwards and for the remaining period of the agreement. For home-based IPSA holders, the home of the individual is also the duty station.
7. The hardship element component adds any costs associated with the level of hardship and danger of the duty station.
8. **Base remuneration:**

Each band comprises a range to allow hiring managers to determine the applicable remuneration depending on budget availability, level of skills of the individual, availability of skills in the market, complexity, qualifications and experience, and any other considerations the hiring manager may have.

Deviations from the above (below the minimum or above the maximum) may be authorized by the Bureau Director or UNV/UNCDF Executive Coordinator, UNOSSC Director, and his/her Deputy or his/her delegated authority.

1. **Cost of Living Component:**

The cost of living component represents a mirror of the post adjustment for the duty station of the month of January of each year, and is applied equally for all IPSAs issued throughout that year. The cost of living component is capped and may only reach a maximum of 50%.

It is fixed for the duration of the agreement regardless of fluctuations during the IPSA period. Only in case where the post adjustment changes significantly during the period of the agreement, i.e. more than 20%, the remuneration may be re-calculated and adjusted upwards or downwards.

1. **Hardship Element:**

The hardship element consists of a hardship and/or a danger allowance, where applicable. The Hardship Allowance is only applicable in the country where the IPSA holders will perform their functions if this is classified as a duty station D or E. Danger Allowance is applicable in duty stations where Danger Pay is receivable by staff.

1. A chart with the IPSA pay ranges and how to identify the correct levels, as well as amounts payable under the hardship element is provided in [Annex 4](#_Annex 5: IPSA Pay Ranges and Identifying the right level) to this policy.
2. IPSAs are not entitled for Daily Subsistence Allowance (DSA) in addition to their paid fee while in their duty station.

1. **Currency of Remuneration**
2. The IPSA stipulates a fixed level of remuneration in the currency stated in the agreement, with the default being United States Dollars.
3. IPSAs may request that their salaries are distributed to up to two bank accounts, regardless of duty station or country.
4. **Remuneration Subject to Taxation**
5. Taxation on remuneration paid to individuals engaged under an IPSA is the sole responsibility of the IPSA holder.
6. The total remuneration paid to individuals engaged under an IPSA must be specified in gross terms. The remuneration paid to the IPSA holder is not exempt from national or local taxation. UNDP is not responsible for payment of tax on earnings or other taxes due on the remuneration of the IPSA holder, nor is UNDP responsible for reimbursement of taxes paid by IPSA holders in respect of earnings received under IPSA with UNDP. The IPSA holder must provide periodic proof of payment of taxes, and UNDP reserves the right to request proof of payment of taxes by the IPSA holder. Some national governments may exempt IPSA holders from payment of taxes. Such an exemption is solely within the purview of the respective national government and cannot be based on representations by UNDP that IPSA holders are exempt.
7. The UNDP Office must not be involved in making payroll deductions for the purpose of remitting monies to the national tax authorities, nor is it required to report the earnings of IPSA holders to the tax authorities. The UNDP Office must emphasise to the IPSA holder upon entry on duty that the IPSA holder must be in compliance with their national taxation obligations. This requirement will also be set out in the [IPSA template](https://info.undp.org/gssu/SiteAssets/PSA/IPSA/Human%20Resources%20Practitioners/4-IPSA%20Contract%20Template%20and%20GTC/PSA%20face%20sheet.docx).

# **Recourse/Settlement of disputes**

1. In the event of any dispute arising out of the IPSA, the dispute must be resolved in accordance with the conditions set out in the IPSA on dispute settlement.
2. Hiring offices/managers should consult and seek the advice of the Legal Office in cases involving issues of breach of agreement, and report to the Office of Audit and Investigations, including cases where misconduct is involved.
3. IPSA holders can report workplace issues as follows:
4. Allegations of workplace harassment, sexual harassment and abuse authority, through [harassment.support@undp.org](mailto:harassment.support@undp.org); or
5. Allegations of fraud or mismanagement of UNDP funds, through [reportmisconduct@undp.org](mailto:reportmisconduct@undp.org).

Further details and information can be found under the ‘Accountability’ section on UNDP’s website.

1. Such allegations must be reported in good faith and with substantiating and detailed information and documentation. Reporting may also be done anonymously, and IPSA holders who work exclusively for UNDP (i.e., not assigned to work for a Partner Agency) are equally protected by UNDP’s Protection against Retaliation Policy.

# **Overtime**

1. IPSA holders are not entitled to overtime payments or to compensatory time off in lieu if hours performed beyond the regular official working hours.

# **Hardship and Danger Allowance**

Hardship Allowance

1. In addition to the base monthly remuneration and the cost of living component, IPSA holders who serve in locations classified as D and E are also entitled to a hardship allowance. The hardship allowance is fixed as a lump sum amount specified in [Annex 2](#_Annex 2: Overview of IPSA benefits).

Danger Allowance

1. An additional component to the Hardship Allowance, and in duty stations where danger pay is receivable by staff, IPSA holders who serve in the same duty station are also entitled to a danger allowance. The Danger Allowance is fixed as a lump sum amount specified in [Annex 2](#_Annex 2: Overview of IPSA benefits).
2. The Hardship and Danger Allowances are payable based on presence at the duty station. IPSA holders on maternity, paternity, annual or sick leave continue to be eligible as long as they remain in the duty station. The Hardship and Danger Allowances, where applicable, are also payable for time away from the designated duty station on official duty travel up to a maximum of seven consecutive calendar days including weekends and holidays falling during that period. Payment of the Danger Allowance ceases from the eighth day of official duty travel. If the IPSA holder travels on mission to another location that qualifies for Hardship and/or Danger Allowance, they will continue to receive these allowances accordingly.

# **IPSA Remuneration Advances**

1. IPSA holders may request remuneration advances in emergency situations, provided the project duration, the IPSA duration and the availability of funding cover the amount and the intended period of repayment. In the event that remuneration advances are approved by the supervisor, the same conditions of request and repayment shall apply as for staff salary advances.

# **Mandatory subsidized coverage not commutable to cash**

1. The following subsidized coverage is provided by UNDP, and is mandatory to cover possible risks against the individual or the organization. These benefits may not be commuted to cash and are mandatory and applicable as stated below.

1. **Group Life and Disability Insurance**

1. All persons hired on an IPSA will be covered for service incurred disability/injury/death, at no cost to the IPSA holder.
2. IPSA holders must be enrolled in the global Cigna “Group Life & Disability” insurance plan prescribed by UNDP which provides cover for death and permanent disability as a result of any cause. In the event of death and disability as a result of any cause, a claim must be submitted under the “Group Service-Incurred Death and Disability Insurance Plan” for compensation through Cigna.
3. The premium for the Cigna scheme must be paid by the UNDP Office in respect of each IPSA holder. The premium is established in US dollars. The local currency value must be determined monthly on the basis of the UN operational rate of exchange. The premium must be collected and remitted monthly at the time of processing the remuneration.
4. The UNDP Office must maintain a record in its ERP system of amounts collected, should there be any questions or audit at a later date.
5. For this premium amount, subject to the Cigna policies in place, the IPSA holder would be eligible to receive up to the ceiling established under this benefit for permanent total disability and, in the event of the IPSA holder’s death, the surviving spouse and/or dependents would receive up to the ceiling established under this benefit.
6. **Claims for Death or Disability**

1. In the event of death of an IPSA holder, the UNDP Office must promptly notify the insurance company. Information surrounding the death, contractual status and other documentation must be provided by the UNDP Office as requested by the insurance company.
2. In the event of a service incurred disability which prevents the IPSA holder from continuing to perform according to their agreement, a claim can be submitted under the “Group Service-Incurred Death and Disability Insurance Plan” for compensation through Cigna, or under the local scheme established by the UNDP Office.
3. Each UNDP Office must ensure it has a copy of the policy on file since the claim procedure is set forth therein. The current certification required by Cigna for settlement of death, service-incurred injury or disability claims is:
   1. A report from the UN examining physician;
   2. Evidence of valid IPSA at the time of death or disability; *and*
   3. An indication that the premiums have been paid throughout the agreement.

1. The UNDP administering unit (GSSU) must have on file the original entry medical certification of the IPSA holder.
2. **Malicious Acts Insurance Policy (MAIP)**
3. IPSA holders who serve at, or travel at UNDP ’s expense to, a designated hazardous duty station are automatically covered by the Malicious Acts Insurance Policy (MAIP) and must therefore be included under the safety and security measures implemented by the UNDP Country Office under the Security Plan. Failure to comply with security instructions may render the insurance coverage null and void in so far as it relates to the IPSA holder in question. Furthermore, non-compliance with security instructions is grounds for termination of the IPSA for cause. The UNDP Office must therefore ensure that the information on MAIP and the relevant security instructions are available to IPSA holders.
4. All claims, together with supporting documentation, must be submitted by the IPSA holder to the local Human Resources Administrator, who is responsible for reviewing such claims and forwarding them to the HR Advisor at Headquarters serving the duty station in question.

# **Mandatory partially subsidized (lump sum) coverage not commutable to cash**

The following partially-subsidized coverage is provided by UNDP in form of a lump sum, and is mandatory for the IPSA to ensure coverage, to cover possible risks against the individual or the organization. These benefits are mandatory and applicable as stated below.

1. **Medical Insurance**
2. Medical insurance is mandatory. IPSAs holders must have adequate medical insurance throughout their IPSA period with UNDP.
3. UNDP will provide a subsidy in the form of a fixed monthly lump sum specified in the table of entitlements ([Annex](#_Annex 2: Overview of IPSA benefits) 2), to subsidize part of the cost of the medical insurance.
4. In order to ensure that the coverage is adequate to UNDP’s global standards for personnel coverage, UNDP shall make available several schemes for the IPSA holder to select from.
5. IPSA holders must present proof of participation and coverage at the commencement of the IPSA, and take full responsibility for their own coverage and administration of that coverage.

# **Non subsidized coverages**

The following coverage is to be obtained by the IPSA holder independently:

1. **Medical Evacuation**
2. Individuals engaged under IPSA are expected to obtain their own medical evacuation insurance as they are generally not eligible for medical evacuation unless they are on official travel status outside the duty station.
3. UNDP office shall make every effort to help facilitate the medical evacuation in cases of an emergency nature, where the service exists and is able to cater for such, and where the local health services are inadequate and the IPSA holder requests the assistance of UNDP. The cost for such medical evacuation shall be facilitated at the full cost of the IPSA holder.

1. **Social Security and Pension Fund Arrangements**

UNDP does not make additional payments for social security and pension fund towards IPSAs.

1. **Optional coverage provided but not subsidized by UNDP**

UNDP will make available a range of optional benefits and coverages to be accessed by individuals directly and at their own expense. It is understood that UNDP has entered into an agreement with each of the service providers with no corporate liability on itself, but is only availing of these services for the direct benefit and at the full cost and responsibility of the IPSA holder.

# **Working Hours**

1. The working hours, UN official holidays and weekends for regular IPSA holders are aligned with those applicable to staff and other personnel in the duty station.

# **Leave**

1. **Annual leave**
2. IPSA holders with regular IPSAs are eligible for paid annual leave of two and a half working days per month for rest purposes, which may be accumulated during the IPSA period, as specified below.
3. All annual leave is expected to be taken within the period of the IPSA agreement. If the IPSA agreement is extended for an additional period and funded from the same funding source/project, the IPSA may carry over accrued annual leave to the subsequent IPSA period. As of the annual leave cut-off date of 1 April of any given year, the annual leave balance (if any) will be re-set to a maximum of 24 days.
4. Unused paid annual leave is not commutable to cash unless it is approved and/or requested by the supervisor, for example, when the presence of the IPSA holder is required to perform their functions prior to separation within the notice period given, and where the budget is able to cater for this payment and charged fully to the current budget period of the funding source. The maximum number of annual leave days that may be commuted to cash is twenty-four (24).
5. Any absence from duty not specifically authorized, including any absence beyond the allowable time-off in accordance with this policy, will be treated as unauthorized absence and must be charged to unpaid leave.

1. **Sick Leave**
2. Eligible individuals who are unable to perform their duties because of illness or injury or whose attendance at work is prevented by public health requirements shall be granted sick leave in accordance with the terms of their IPSA.
3. Regular IPSA holders shall accrue credits towards sick leave at the rate of two working days for each month of service up to a maximum of 31 days (24 certified and 7 uncertified). Of those sick leave days accrued, a total of seven working days in an annual cycle starting 1 April of any year (subject to a maximum of two consecutive working days) may be taken as sick leave without providing a medical certificate from a duly recognized medical practitioner; or for family-related emergencies and/or obligations, such as in the event of a death in the IPSA holder’s immediate family or to take care of the IPSA holder’s child or an immediate family member who becomes ill.
4. Any absence supported by a medical certificate from a certified medical practitioner shall be considered as certified sick leave. The sick leave certificate from a certified medical practitioner must state that the individual is unable to perform his or her duties indicating the probable duration of the illness. In the event that the IPSA holder fails to provide the required supporting documents, the absence shall be charged to annual leave. Should the annual leave be exhausted, the absence shall be deducted from remuneration accordingly.
5. Medical reports must not be shared with non-authorized medical professionals including supervisors and heads of business unit.
6. IPSA holders must inform their supervisor of absences due to illness or injury on the same day of absence, except in emergency situations where the IPSA holder is unable to communicate this absence.
7. An IPSA holder may, in exceptional circumstances, be granted advanced sick leave up to a maximum of ten working days, provided that service under the IPSA is expected to continue for the period that is necessary to accrue the sick leave days so advanced.
8. Certified sick leave shall be recorded in units of full days and/or half-days.
9. In the event that the IPSA is extended for an additional period under the same position, the individual may carry over unused sick leave credits to the subsequent IPSA up to a maximum of 31 days. Sick leave credits will stop accruing when an IPSA holder has a balance of 31 unused sick leave days.

1. Sick leave during annual leave and/or hardship leave: An individual who is sick for more than five working days in any seven-day period while on annual leave and/or hardship leave, shall have that portion of the absence considered as sick leave upon presentation of satisfactory medical certification.
2. Sick leave shall not be granted instead of parental leave for birth parents.
3. Unused sick leave credits are not commutable to cash.
4. An IPSA holder may be required at any time to submit a medical report in relation to a health condition or to undergo a medical examination by a certified medical practitioner at the request of the Head of the Business Unit. Costs of the medical report will be reimbursed by UNDP, unless such an exam is covered by an insurance.
5. The termination of an IPSA shall, from the date it is effective, terminate any possibility to claim sick leave credits.

1. In the event that an individual surpasses the sick leave credits limit during the IPSA period, the excess period will be charged against accrued annual leave. Should the annual leave be exhausted, the IPSA holder may be played on special leave without pay, otherwise any further absence shall be deducted from the remuneration accordingly.
2. If the individual is not eligible for paid sick leave, managers should exercise the highest possible degree of flexibility in accepting unpaid leave due to illness. Only in such cases where the extent or timing of absences prevents the individual from delivering the services as specified in the terms of reference may the manager consider a termination of the IPSA due to illness.

1. *Computation of Annual and Sick Leave*

* When the IPSA start date falls on the 1st of the month: Full leave entitlements.
* When the IPSA start date falls between the 2nd and the 16th of the month: two days annual leave and one day sick leave for that calendar month.
* When the IPSA start date falls on the 17th of the month or later: one day annual leave and one day sick leave for that calendar month.
* When the IPSA end date falls between the 1st and the 16th of the month: one day annual leave and one day sick leave for that calendar month.
* When IPSA end date falls on the 17th of the month or later, but not on the last day of the month: two days annual leave and one day sick leave.
* Part-time IPSAs will have their starting and ending annual and sick leave totals pro-rated to reflect their part-time schedule.

1. **Parental Leave (for the birth parent):**
2. IPSA holders on regular IPSAs are eligible for 16 consecutive weeks of paid parental leave for the birth parent.
3. Extensions of parental leave for birth parents may be granted on the basis of unpaid leave, regardless of contract durations for regular IPSAs.
4. Parental leave for the birth parent must fall within and be taken during the IPSA period. Where the parental leave started during the IPSA period but the IPSA is due to expire during the period of the parental leave, the IPSA will be extended for the purpose of covering the full 16-week duration of the parental leave. There is no expectation or obligation to extend beyond the above extension to accommodate the parental leave for the birth parent if the original position was not envisaged to be longer. No leave will be accumulated during the extended period.
5. Individuals must submit the request for parental leave at least three months prior to the anticipated start date and the request should be accompanied by a certification from a doctor or midwife stating the Expected Date of Delivery (EDD).
6. Parental leave for birth parents must begin between two and six weeks prior to EDD and be taken in one consecutive period.
7. Annual leave will accrue during the period of parental leave.
8. Time-off to breastfeed infants up to two years old, is in accordance with UNDP’s policy on Time Off for Breastfeeding.

1. **Parental Leave (for non-birth parent)**
2. IPSA holders on regular IPSAs are eligible for four weeks of paid parental leave.
3. Parental leave for non-birth parents may be taken in either one or two fixed periods during the first 12 months from the birth of their child.
4. IPSA holders must submit their request for parental leave within a reasonable period of not less than two weeks prior to the expected start of the parental leave, in agreement with the supervisor, and the request should be accompanied by a certification from a doctor or midwife stating the EDD to be followed by a copy of the child’s birth certificate.
5. Parental leave for non-birth parents is limited to one occurrence per 12 months, regardless of the number of children born during that 12-month period.
6. Parental leave for non-birth parents must fall within and be taken during the IPSA period. Unused parental leave is not commutable to cash. The IPSA must not be extended solely in order to exercise the unused portion of the parental leave.
7. **Unpaid Leave:**
8. In emergency situations the Head of the Business Unit may exercise flexibility in allowing unpaid leave for up to twelve months at the IPSA holder’s request, subject to exigencies of service, for individuals who have been on a continuous IPSA for at least 36months.
9. In conjunction with parental leave of birth parents, IPSA holders may also be eligible for unpaid leave immediately following the parental leave for up to eight additional months. The 36-month eligibility stated above does not apply in such a case.
10. The Head of the Business Unit may also exercise at their own decision to apply unpaid leave to an individual on IPSA without any notice period. Such decisions should only be made in cases or serious breach or identified conflict of interest, or of similar seriousness, and only in full consultation with the Office of Legal services and/or Ethics Office.
11. Unpaid leave shall not be granted until paid leave provisions, when applicable, have been exhausted.
12. Unpaid leave must be approved in advance by the supervisor and Head of the Business Unit.
13. Unpaid leave will normally only be allowed in the following circumstances:

* In connection with parental leave;
* In relation to illness;
* In relation to family/personal reasons; and similar emergency situations;
* For deployment or assignment to another office within UNDP, academic research,

lecturing or advancement of a relevant expertise through special trainings.

1. When applicable, annual and sick leave will not accumulate during unpaid leave periods of 30 days or longer.
2. When applicable, there will not be health or life insurance coverage during periods of unpaid leave of 30 days or longer.

1. **Jury Duty, Other Appearances in Court and Military Service:**
2. PSA holders serving on jury duty will be granted leave with pay by the Head of the Business Unit up to a maximum of five working days in a calendar year, in units of full or half days as certified by the court.
3. Court appearances at UNDP’s request should be recorded as absence on official business.
4. Court appearances as a party in the IPSA holder’s personal capacity and not at the request of UNDP will be charged to annual leave or unpaid leave.
5. For court appearances as a witness in the IPSA holder’s personal capacity, the heads of business units at other locations shall decide whether the absence is to be charged to annual leave or special paid or unpaid leave, according to the circumstances of the case.
6. IPSA holders may be granted unpaid leave for military training or service required by their government at the discretion of the Head of the Business Unit.

1. **Time off for Voting in Elections:**

IPSA holders wishing to exercise their right to vote on election days should try to do so outside their normal working hours. Those who are unable to do so should request up to two hours of time off from their Head of the Business Unit. However, upon presentation of satisfactory evidence that voting may take longer, the Heads of Business Units may grant up to four hours of time off subject to the exigencies of service.

1. **Hardship Leave:**
2. IPSA holders with agreements of six months or longer based in duty stations designated as hardship duty stations D and E, are eligible for a paid hardship leave of two working days per month to recover from working in a designated hardship duty station and to allow IPSA holders to stock up on basic goods needed for everyday life which are not necessarily available at the designated duty station. Once an IPSA holder under an International IPSA has accrued six days of hardship leave, no additional hardship leave days can be accrued unless the accrued days are utilized.
3. All hardship leave must be taken within the period of the IPSA and subject to a maximum of six consecutive working days at a time. If the IPSA is extended for an additional period, the IPSA holder may carry over accrued leave to the subsequent agreement period up to a maximum of six days as of the cut-off date of 1 April of any given year.
4. Unused hardship leave is not commutable to cash.
5. For Regular IPSAs where the starting or ending months are of less than one full calendar month, hardship leave shall be pro-rated to the nearest half day.
6. When an IPSA of an initial duration of less than six months is subsequently extended to reach or exceed six months, provisions for hardship leave will apply from the effective date of the IPSA extension. Leave is not accumulated retroactively.
7. **Leave Provisions on IPSA Extension:**

When an IPSA of an initial duration of less than six months is subsequently extended to reach or exceed six months, provisions for annual leave and sick leave will start to apply subject to the eligibility as specified in this policy, from the effective date of the IPSA extension. Leave is not accumulated retroactively.

# **Travel for Work**

1. Travel for work outside the country of duty station shall always be on economy class for IPSA holders, regardless of travel time. Travel arrangements shall follow the regular procedures as established for corporate travel, and DSA is paid regularly during travel for work outside the country of the duty station as per the corporate travel policy.

# **Performance Evaluation**

1. Service monitoring and performance evaluation are mandatory for regular IPSAs as part of a process to provide regular feedback about individual performance and progress achieved against agreed terms of reference, as well as objectives and results. Performance of the IPSA holder must be communicated to the IPSA throughout the duration of the IPSA.
2. In this context, the purpose of the Performance Evaluation is to:
3. Review progress against agreed upon terms of reference and objectives;
4. Provide feedback on the performance of the individual IPSA holder; and
5. Make informed decisions on contractual matters (extension, non-renewal).
6. For regular IPSA holders, a full- service evaluation report must be completed, using the online [PMD platform](https://estm.fa.em2.oraclecloud.com/hcmUI/faces/FndOverview?fnd=%3B%3B%3B%3Bfalse%3B256%3B%3B%3B&fndGlobalItemNodeId=itemNode_manager_resources_CareerandPerformance&_afrLoop=51988636887518897&_afrWindowMode=0&_afrWindowId=il1sewf7g&_adf.ctrl-state=15xm4069zv_108&_afrFS=16&_afrMT=screen&_afrMFW=1756&_afrMFH=880&_afrMFDW=2195&_afrMFDH=1235&_afrMFC=8&_afrMFCI=0&_afrMFM=0&_afrMFR=210&_afrMFG=0&_afrMFS=0&_afrMFO=0) for any service period exceeding six months worked during that evaluation year. Where the PMD platform is not available or for short-term IPSA holders, the [IPSA Service Evaluation](#_Annex_5:_Performance_1) form in Annex 5 can be used.
7. For short-term IPSAs, or for periods of service of less than six months, only section I of the [IPSA Performance Evaluation](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template%20(1)/Annual%20Performance%20Review%20(by%20Supervisors)_Short-term.docx?d=wabb6a59d6ec0433abfdd4428d5c76aa4&csf=1&web=1&e=6Fwa9M) form is to be completed and should be documented as a note to file.
8. Each Service Evaluation form must be filed for record keeping by the human resources focal point of the Business Unit, or online when available.

# **Learning Opportunities**

1. IPSA holders must complete any corporate mandatory training courses within the required time established by UNDP.
2. IPSA holders who have been on IPSA continuously for at least twelve months may have access to learning and development opportunities available to UNDP personnel, including access to formal programmes (in line with the target audiences and requirements established for such programmes), on-demand learning resources, and the UNDP learning management system/platform(s), and only if such trainings are deemed to be necessary due to the natural progression of the function and its requirements.
3. The proforma cost of the IPSA will include a contribution to the UNDP corporate Learning Reserve to enable IPSA holders’ access to the initiatives funded from the Learning Reserve and resources that are offered to UNDP personnel at no cost. Any additional costs related to the participation in the UNDP corporate learning and development programmes and other relevant costs will be charged to the funding source(s) of the respective IPSA holders, as needed.
4. IPSA holders may be requested to undergo specific trainings if found to be necessary by the hiring managers to deliver on services requiring technical skills beyond those originally identified in the TORs.
5. Regular IPSA holders are eligible for detail assignments, provided that the requirements of both the releasing and receiving offices, as well as their host countries allow for that, and that the individual is adequately covered with health insurance while on assignment.

# **Career Paths**

1. IPSA holders will have access to career opportunities within UNDP as well as to the career development resources available to UNDP personnel. As such, they will be able to apply to UNDP staff positions and positions offered under other contractual modalities, in line with the UNDP recruitment and selection framework, and the requirements of the respective positions and offers.
2. IPSA holders who have served a minimum of three years with UNDP and have demonstrated successful performance, as recorded in the formal performance reviews, will be eligible to participate in the corporate talent pool assessments and similar initiatives as internal candidates. All IPSA holders will be able to participate in such initiatives, when open to external candidates.
3. IPSAs shall not be considered internal candidates for vacancy announcements that have been categorized as internal, regardless of time spent on IPSA contracts.

# **Roles and Responsibilities**

1. Heads of Business Units / Responsible Officers:

Heads of Business Unit (incl. Resident Representatives, UNV/UNCDF Executive Coordinator, UNOSSC Director, or other individuals delegated authority hereunder) are designated as Responsible Offices, responsible for enforcing the terms of this policy and are accountable for decisions taken. Directors must consider the performance of the Responsible Officers in managing the IPSA in accordance with this policy in the annual performance review of Heads of Office e.g. Audit Reports and OHR reports may be used as a reference for evaluation.

1. Responsible Officers:
2. defining clear terms of reference with measurable outputs, timelines, and indicating qualifications and competencies required;
3. determining the use of IPSA as the appropriate contractual modality and adhering to the requirements of this policy;
4. ensuring availability of funds for the duration of the IPSA and extension;
5. contracting the most qualified candidate in a transparent and competitive manner; and
6. service monitoring and evaluation, recommendation for level of payment and IPSA extensions.
7. exercising delegation of authority on the issuance of IPSAs;
8. ensuring that a transparent and competitive selection process is instituted for IPSAs in their respective office;
9. monitoring the transparency and competitive selection process for IPSAs in their respective office;
10. managing the conflict resolution process in accordance with the IPSA and in consultation with the Legal Office and theBMS/OHR Policy Unit as set forth in this Guide.

1. The HR Focal Point & GSSC

1. Before issuing the IPSA, HR must ensure that the policy is complied with and that the [IPSA template](https://undp.sharepoint.com/:w:/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B3E1D49A6-AEF0-494A-847A-4BF5096DDAFF%7D&file=PSA%20Face%20Sheet%20and%20GTC%20(Regular)_Revised.docx&action=default&mobileredirect=true) is used for contracting the services of the individual. No deviations to the model IPSA template can be made without consultation with, and clearance of, the BMS/OHR Policy Unit and BMS/OLS.
2. GSSC Focal Points are responsible for:

* coordinating and administering the recruitment process;
* coordinating the contracting process of the candidates;
* issuing the IPSA including the applicable conditions of service and the non-career nature of the work;
* Management of IPSAs in the UNDP ERP system’s HR module;
* ensuring payment of monthly remuneration according to terms of IPSA;
* ensuring that adequate social security provisions are in place;
* maintaining a roster of candidates in the various categories, and
* maintaining records for monitoring and reporting purposes.

1. IPSAs are paid through UNDP’s GSSC/Global Payroll.

1. BMS/OHR Business Partners:

1. BMS/OHR Business Partners are responsible for providing advisory support and guidance in the administration and application of IPSAs.
2. They are also responsible for monitoring the correct and appropriate use of the IPSA and taking necessary action to prevent misuse.
3. Office of Audit and Investigation (OAI):
4. OAI will audit the use of IPSAs by the UNDP Offices and report on its findings at any time OAI deems necessary.

1. Oversight, Monitoring, Evaluation and Reporting:

1. The Responsible Officers, Business Partners, GSSC and the respective HR Unit should use the information available in the [UNDP](https://hr.partneragencies.org/) ERP database to act on their respective responsibility for oversight, monitoring and / or evaluation on the use of IPSAs.
2. Organizational score cards or benchmarks will be established on a periodic basis to ensure the reporting, monitoring and evaluation of the use of IPSAs.

**Annexes**

[*Annex 1 –*](#_Annex_1:_Overview) [*Recruitment standards and procedures*](#_Annex_1:_Recruitment)*for IPSAs*

[*Annex 2 – Overview of IPSA benefits*](#_Annex_2:_Overview)

[*Annex 3 - Definition of functions of inherent and continuous nature*](#_Annex_3:_Definition_1)

[*Annex 4 - IPSA pay ranges and identifying the right level*](#_Annex_4:_IPSA_1)

[*Annex 5 – Performance evaluation*](#_Annex_5:_Performance_1)

[*Annex 6 – Checklist of inclusions in IPSA personnel file*](#_Annex_6:_To_1)

[*Annex 7 – Equipment and supplies*](#_Annex_7_:)

[*Annex 8 - Transitional measures*](#_Annex_8_:)

# **Annex 1:****[Recruitment standards and procedures](#_Annex_1:_Overview)for IPSAs.**

For the selection of IPSAs, the selection process must adhere to the general principles listed in the UNDP’s Recruitment and Selection Framework Policy to ensure that the person selected is the best-qualified candidate to perform the job functions in a fully satisfactory manner. These principles are:

**Competition:** Selection will follow a visible and fair competitive process for all vacancies, regardless of post, contractual modality or hiring unit;

**Objectivity:** Screening will be conducted with professional rigor, with candidates measured against clearly articulated criteria, job skills and competencies and corporate priorities;

**Transparency:** The recruitment and selection criteria and all phases of recruitment processes will be transparent to candidates to the fullest extent possible;

**Diversity:** UNDP’s workforce will reflect diversity and will strive to include equal numbers of men and women, and individuals from under-represented groups, indigenous groups and persons with disabilities;

**Non-Discrimination:** Subject to the principle of recruiting personnel on as wide a geographical basis as possible, UNDP will not discriminate in its recruitment and selection processes on the grounds of race, national or ethnic origin, colour, religion, age, sex, gender identity, sexual orientation, marital status, family status or disability; and

**Accountability:** Hiring managers will be held accountable both for their selection proposals and the manner in which they have followed the processes leading up to them.

**Other fundamental conditions:**

**Recruitment of Government Personnel:** Any candidate who is a government employee must disclose this relationship prior to being engaged on an IPSA. As a rule, candidates who are employed by a government or a government entity are expected to resign from said employment upon acceptance of an IPSA with UNDP. In cases where candidates continue to be employed or affiliated with a government institution or other authority external to UNDP must provide evidence that they have been accorded special leave without pay, or a similar status, from their employer prior to being engaged under an IPSA. Notwithstanding the disclosure, the individual engaged under an IPSA Service Contract is bound by the principle of impartiality as specified in the agreement.

**Obligation of Confidentialit**y: Everyone who is involved in a selection process, in one capacity or another (e.g., long-listing, short-listing, interview panel, etc.) must engage in these such activities maintaining strict confidentiality. A selection process is not completed until all the different selection, review and clearance steps have been taken. It is therefore expected that no information be shared with the candidates or others not involved in the selection process until the final approval for the selection has been signed

**Selection Modalities and Procedures:**

|  |  |  |
| --- | --- | --- |
| **IPSA Level** | **Regular IPSA** | **Short-Term IPSA** |
| All IPSA levels | Advertise: Minimum 1 week  Modality: Competitive; Pre-assessed candidate from a previous competitive process at the same grade level (in the last 36 months); Direct selection from an HR or other approved Roster; Lateral move from another IPSA position to a substantially similar role at the same level; Direct selection upon approval of the Bureau Director.  Assessment: one or more assessment methods must be used. These can include, among others, panel interviews, tests, Panel desk reviews, technical assessments  Selection decision: Head of the Business Unit, Bureau Director for direct selections. | Advertise: Minimum 1 week  Modality: Same as for Regular IPSA, in addition to:  Direct selection from a procurement roster, such as GPN or local interagency rosters;  Direct selection of an individual serving as an IC holder in 2021 or thereafter; Direct selection upon approval of the Head of the business unit (RR/DRR in country offices); and review and assessment of a candidate CVs/P11s.  Assessment: Same as for Regular IPSAs but a review and assessment of just the candidate’s CV/P11 is also allowed.  Selection decision: Head of the Business Unit, Head of business/RR/DRR for direct selections. |

Unless a competitive selection is considered not practicable, each recruitment and selection must include the following:

i) Vacancy announcement of a budgeted and classified IPSA post;

ii) Competitive, job-specific objective assessment of skills and competencies as well as a competitive assessment of corporate values and ethics.

A thorough verification of relevant qualifications and credentials, including thorough reference checks must be completed in every case.

**A. Selection by competitive process**

A competitive recruitment process is the standard procedure for recruiting regular IPSAs.

To ensure competitiveness, the shortlist must be comprised of at least two candidates, but ideally three or more. At least one woman should be included on the short-list. If no female candidate is included on the short-list, the Hiring Unit must document the efforts that have been made to identify qualified female candidates including re-advertisement. Where only one qualified candidate has been identified, the Hiring Unit must document the efforts that have been made to identify additional candidates, and secure approval from the BMS/OHR Business Partner before proceeding further.

For short-term IPSAs, an assessment and review of the profiles or CVs at least two qualifying candidates is required and should be documented and presented to the Head of the Business Unit for their selection decision.

**B. Direct recruitment of a previously assessed candidate**

This option allows offices to hire a candidate who has been assessed through a competitive process for the same job function and level, and who has passed the threshold in a previous recruitment process completed within the previous 36 months.

Individuals who had previously been assessed for similar positions and had passed the threshold but were ranked below the candidate selected within the past 36 months, may be placed on an HR roster. Hiring managers should preferably interview the individual to ascertain that the individual is interested in the position and to reconfirm their suitability.

A hiring unit may also transfer an IPSA holder from one project or position to another in the same duty station with identical functions, and the same band/level and remuneration, without a new competitive process, provided that the candidate has a satisfactory performance record. In such instances a new IPSA contract must be issued. It must also be noted that by doing so, the time of service of the IPSA holder is not reset in such case, if there is no break between the contracts.

For the purposes of this Policy, “similar position” shall mean a position under the same contract modality (IPSA), grade and band with two or less changes to the stated functions.

**C. Direct recruitment from a roster that has been formally recognized by UNDP**

UNDP business units may also use a roster of pre–assessed candidates, in accordance with locally established roster procedures without having to go through a full process outlined in Section A. above. The selection from the roster remains subject to the approval of the Head of the Business Unit.

Where one or more suitable candidates is/are identified by the Head of the Business Unit , the remuneration to be offered will be calculated by the unit using the remuneration setting tool as relevant to the role described in the TORs and the duty station.

In such cases, a review or assessment process is not necessary. The recommendation and the criteria must be documented.

For certain roles, UNDP may access formally established personnel rosters of other UN, recognised multi-lateral international organizations and International Financial Institutions (IFI) to source suitable personnel. It is at the Hiring Manager’s discretion to select external partner personnel, through the clearance of the Regional HR Business Partner.

**D. Direct selection of a candidate**

The UNDP Administrator, Associate Administrator or their delegates (RB Directors and Deputies, UNV or UNCDF Executive Coordinator, and UNOSSC Director) may hire a candidate on any IPSA position directly.

In instances where business needs prevail, for example, in emergency response situations, the Head of the Business Unit (RRs/DRRs in country offices) may select individuals directly and contract them under a short-term IPSA, provided the candidate meets the requirements of the position.

**E. Review and assessment of at least 2 candidates (for short-term IPSAs only)**

A hiring unit may proceed to a competitive selection via a review and assessment of at least 2 qualified candidates CVs/P11s.

**Assessment procedures:**

The assessment procedures used to evaluate candidates for a specific position may vary depending on the position requirements.

The Hiring Manager, in consultation with the HR focal point, will decide on the assessment methodologies to be used to best determine the suitability of the candidate for the position, as well as the relative weight to be assigned to each assessment technique. In order to ensure transparency, Hiring Managers are required to account fully for all techniques used and relative weights assigned.

To ensure a fair and equal assessment of all candidates, assessments for the same position must be conducted following the same assessment methods.

**A. Interview panel**

The Hiring Unit can establish an ad hoc panel made up of at least three UNDP members of personnel, either staff (PA/FTA/TA) or PSA holders at the same level or higher as that of the IPSA position under assessment. The panel should include at least one panel member from outside the hiring unit (which may be within the same duty station/office if it is outside the work unit undertaking the hiring). The panel will normally be chaired by a FTA staff member. However, when this is not possible, the Head of the Business Unit may authorize the chair of the interview panel to be the PSA holder holding the highest level. Due consideration should be given to diversity and gender considerations, as appropriate for the duty station. The panel provides its recommendation to the Head of the Business Unit for a final decision.

Note: Other recruitment collaborators, including shortlisters and assessment scorers should also be at the same level or higher as that of the IPSA position under assessment. To ensure segregation of roles across the different stages of the recruitment process, each collaborator can only participate in one recruitment stage: shortlisting, assessment marking or the interview panel.

**Note:** Notwithstanding that programme delivery increasingly relies upon building a close partnership with governments, participation of national counterparts or government officials on UNDP interview panels ***is generally discouraged*** but may be permissible in the capacity of “observer”.  In considering if a national counterpart or government official will participate in a panel as an observer, Hiring Units must fully consider the principle of independence as articulated in the United Nations Charter, and determine whether or not such participation would compromise the actual, or perceived, independence of UNDP.

**B. Technical assessments**

It is important to ensure candidates can deliver the technical aspects of the role. The Hiring Unit has several options to confirm this aspect of the candidate’s profile. This includes psychometric and skill-based assessments offered internally or through an external firm; Asynchronous interviews through a provider such as Vid-cruter; A technical phone screen, writing sample or assessment. The Hiring Unit must share a rubric to assist with evaluating the response from the candidate.

**C. Panel desk reviews**

Candidates can be assessed using full panel desk reviews A full panel desk review, includes in addition to the review of a candidate’s CV, the review of written responses to the competency-based questions. A full panel desk review can be used to assess both regular and short-term IPSAs.

**D. Review and assessment of CVs/P11s**

An assessment and review of CVs/P11s can be used ONLY to assess short-term IPSAs.

**Preparation of the long-list and short-list**

Only candidates who fully meet the required qualifications for the position, as specified in the vacancy announcement, may be short-listed for the post. However, candidates who are within six months of the minimum relevant experience requirement may be considered in situations where a business case is made. The business reason must be documented and on record for the file.

To ensure competitiveness, the shortlist must be comprised of at least two candidates. At least one woman should be included on the short-list. If no female candidate is included on the short-list, the Hiring Unit must document the efforts that have been made to identify qualified female candidates including re-advertisement. Hiring units must ensure that every application to a position is afforded due consideration, and that there is an objective reason provided for including, or not including, candidates on long-lists and short-lists.

The Head of the Business Unit is responsible and accountable for the quality of the long-list and short-list.

# **Annex 2: Overview of IPSA benefits**

|  | **Regular** | **Retainer/Short-term** |
| --- | --- | --- |
| **Annual Increment** | No | No |
| **Pension Fund (in lieu)** | No | No |
| **Medical Insurance** | No (partly subsidized) | No |
| **Medical Ins. (depend.)** | No | No |
| **MAIP** | Yes | Yes |
| **GLI, D&D** | Yes | No |
| **Overtime** | No | No |
| **UN Holidays/Weekends** | Yes | No |
| **Sick Leave** | Yes (>6m), 2 d/m, plus 7/year uncertified | No |
| **Annual Leave** | Yes (>6m), max 2.5 d/m | No |
| **Maternity** | Yes, 16 wks | No |
| **Paternity** | Yes , 4 wks | No |
| **Hardship Leave** | Yes (>6m), 2 days/m  (no travel) | No |

# **Annex 3: Definition of functions of inherent and continuous nature**

*Definition of functions of Inherent Nature:*

Activities of an **inherent nature**to the UN are those which require the exercise of substantial discretion in applying UN authority and/or in making decisions for the UN. The activities normally fall into two categories: a) the exercise of high-level authority or b) the establishment of procedures and processes related to the oversight of monetary transactions or entitlements. An inherently UN activity involves:

a. Binding UNDP to take or not to take some action by contract, public pronouncement or otherwise;

1. Determining, protecting, and advancing the interests of the United Nations, by diplomatic means or political means or otherwise;
2. Significantly affecting the safety and security or property of persons;
3. Exerting ultimate control over the acquisition, use, or disposition of United Nations property (real or personal, tangible or intangible);
4. Establishing policies or procedures for the collection, control, or disbursement of funds;
5. Acting as internal control custodian of the organization. The list below contains an example of such functions that must be held by staff, as specified in UNDP’s internal control framework:

2nd Authority  -  Approving  Managers  and  Global  Payroll Administrator

3rd Authority  -  Disbursing  Officer and  Disbursing  Officer - Payroll

HR Administrator and Position Administrator

Bank Account Signatory

Trust Fund Manager

Bank reconciliation Approver

Safe custodian

Supplemental roles of: Vendor Approvers, Override match exceptions, Fund manager and Retirement of assets

As such, administering or managing a selection process in accordance with the UNDP standard policies and established processes is not considered an “inherent function”. However, deciding what rules to put into the corporate manuals and policies or making exceptions to such policies, in the interests of the UN is an “inherent function”;

Representing the organization, such as negotiating and deciding with governments or external partners, or deciding on which business line to focus, is considered an “inherent function”. When in doubt, BMS/OHR shall consult with BMS/OFM to determine what is considered an inherent function.

*Definition of functions of a continuous nature:*

The functions are of **continuous nature** when the position is primarily core funded (>50%), and

1. The functions performed under the position are not meant to indirectly support a specific, limited in time, kind of initiative/project, such as a specific business development engagement, study visit, consultancy, specific training, etc.

1. The position covered by the IPSA is not a temporary replacement of a UNDP post where the staff member incumbent is on an extended leave, such as maternity, paternity, special leave, etc.

# **Annex 4: IPSA pay ranges and identifying the right level**

*Identifying the right level as per functions:*

**IB1 (P1-P2):** Basic knowledge, more theoretical than practical and less managerial capacity, basic analysis; capacity to apply unpaid concepts. Basic professional competence, expectations to grow the individual from conceptual understanding to applied knowledge.

**IB2 (P3-P4):** Solid understanding of the technicality of the position requirements; initiating new understandings and application of knowledge into policies or programmes in a specific subject area or field of work. This may range from solid professional (theory and practice) who anchors a substantive team to a specialist who is recognized for conceptual applied mastery, innovates new approaches, can work with specialized substantive teams.

**IB3 (P5- D1/P6 Expert Roles):** Integration of substantive specialization to provide a comprehensive platform for service; delivery of world-renowned expertise recognized by the peer community; expanding and extending capacities and services into new fields. Advanced programme renowned expert, integrates substantive specializations, devises ground-breaking initiatives.

**IB4 (D1/P6-D2/P7)- mostly highly technical senior roles, sometimes Expert roles at D2 level:**Politically and substantively prescient.  World-class senior-level expert.

*Pay ranges:*

The pay ranges for international PSAs applicable globally to all IPSAs are set as follows, in US Dollars:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Level** | **Band** | **Min. Basic Pay** | **Mid-point** | **Max. Basic Pay** |
| IPSA 8 | IB1 | 3,500 | 4,250 | 5,000 |
| IPSA 9 |
| IPSA 10 | IB2 | 5,500 | 6,500 | 7,500 |
| IPSA 11 |
| IPSA 12 | IB3 | 8,000 | 9,100 | 10,200 |
| IPSA 13 expert |
| IPSA 13 lead.  IPSA14 exp./lead | IB4 | 10,200 | 11,350 | 12,500 |

Exceptions to paying individuals beyond the set maximum may be approved in very exceptional cases by the Director of the Bureau of Management Services, following a recommendation by the relevant Bureau Director/UNV or UNCDF Executive Coordinator, or UNOSSC Director.

*Retainer IPSAs:*

The remuneration is calculated based on the regular IPSA remuneration, and the following formula would apply:

Daily-based pay: The monthly remuneration divided by 21.75

Hourly-based pay: The daily remuneration divided by 8

Monthly-based pay: As per the regular pay ranges in the chart above

Output-based, converted to periodic pay: Estimated duration to produce the output is used to determine the remuneration, then divided by the expected number of days to set the daily remuneration.

# **Annex 5: Performance Evaluation**

Short-Term IPSA:

For short-term IPSAs, only section I of the [IPSA Annual Performance Review template](https://popp.undp.org/node/726) needs to be completed.

Regular IPSA:

For regular IPSAs, the evaluation must be completed using the online [PMD platform](https://estm.fa.em2.oraclecloud.com/hcmUI/faces/FndOverview?fnd=%3B%3B%3B%3Bfalse%3B256%3B%3B%3B&fndGlobalItemNodeId=itemNode_manager_resources_CareerandPerformance&_afrLoop=51988636887518897&_afrWindowMode=0&_afrWindowId=il1sewf7g&_adf.ctrl-state=15xm4069zv_108&_afrFS=16&_afrMT=screen&_afrMFW=1756&_afrMFH=880&_afrMFDW=2195&_afrMFDH=1235&_afrMFC=8&_afrMFCI=0&_afrMFM=0&_afrMFR=210&_afrMFG=0&_afrMFS=0&_afrMFO=0). If the platform is not available, the supervisor can use the form below. Please note that the entire evaluation form needs to be completed.

1. The [IPSA Annual Performance review](https://popp.undp.org/node/726) must be completed by the supervisor in line with the regular performance management cycles as set out by the administration, and applying the same cycle consistently across all personnel (calendar year). The simplified performance management process is initiated at the start of the year with clearly set goals to achieve as per the work plan of the unit and the individual, as well as learning and development plans of the individual, and agreed on by the supervisor. The performance assessment is conducted within the regular set schedule at the start of the following year and conducted against the set goals. The assessment by the supervisor is completed after:

1. a short written self-assessment is provided by the IPSA holder including on their special accomplishments; and

1. a Performance review session with the individual IPSA holder with a view to discuss performance during the reporting period.

1. The performance assessment must include details regarding performance during the review period, as applicable, any mention of service provided above or below expected standards or in addition to those activities established in the TOR. If the PMD platform is not available, the [IPSA Annual Performance Review template](https://popp.undp.org/node/726) should be used for evaluating regular IPSAs.

# **Annex 6: To be included in IPSA file, where applicable – Checklist**

Check list of documentation for the IPSA holder

* Evidence of approved budget
* [Terms of Reference](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template/Guide%20in%20Writing%20a%20TOR%20for%20IPSA.docx?d=w341018457f93459695abef4e1a03c5e5&csf=1&web=1&e=bwmemB)
* Certification of appropriateness of functions for use of an IPSA
* [Confirmation of remuneration level (e.g. costing sheet)](https://undp.sharepoint.com/:x:/r/teams/OHR-Portal/Shared%20Documents/PSA/PSA_Remuneration_setting_Tool.xlsx?d=w2524519f19b2477e827dd17bb45c0e50&csf=1&web=1&e=mmEUfz)
* Minutes of the Ad-hoc panel with relevant supporting engagement documents
* [Reference check report](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template/PSA%20Reference%20Check%20Form.docx?d=wd27c64d734e34077acd3b217a65ee641&csf=1&web=1&e=iW5CSG)
* Letter of IPSA offer – signed by the individual
* [Medical certification from recognized Physician](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template/Certificate_of_Good_Health.doc?d=w007d76c856c24a3397e1ba43eb85216d&csf=1&web=1&e=yRDlkX)
* Copies of professional qualifications in line with IPSA level
* [Signed IPSA form with acknowledgement of conditions of service](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template/PSA%20Face%20Sheet%20and%20GTC%20(Regular)_Revised.docx?d=w5c7721ca75c14825b7633733e22f5d62&csf=1&web=1&e=WrR0Ha)
* Proof of medical coverage
* Application for CIGNA medical coverage
* Application for Death and Disability coverage
* Signed acknowledgement that IPSA holder has received all documents and information related to social security and MAIP coverage
* Amendments/Extensions to IPSA-with signed acceptance
* Birth Certificate of IPSA holder and designated beneficiary
* [Bank details authorization for direct deposit of remuneration (or vendor form)](https://undp.sharepoint.com/:w:/r/teams/GSSC/Shared%20Documents/HR/PSA/IPSA/Forms%20and%20Template/Vendor-Person_profile_update.doc?d=wb438bbc6de764c2e80031449a0616152&csf=1&web=1&e=Dbw3I1)
* [Service Evaluation](https://popp.undp.org/node/726)/IPSA Extension Form
* Minutes of the selection, where applicable
* Termination notification, where applicable

# **Annex 7: Equipment & Supplies**

Any equipment or supplies that may be furnished by UNDP to the IPSA holder for the performance of the IPSA holder’s obligations  under  the  IPSA remains the property of  UNDP,  and  any  such equipment or supplies must be returned to UNDP at the conclusion of the IPSA or before if no longer needed by the IPSA holder. Such equipment, when returned to UNDP, must be in the same condition as when delivered to the IPSA holder, subject to normal wear and tear, and the IPSA holder will be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

# **Annex 8: Transitional measures**

From the date of entry into force of this policy on 15th February 2021, all new international, non-staff hires against tasks which are not lump-sum based will be on IPSA, and the remuneration calculation will follow the formula introduced by this policy.

Also, from 15th February 2021, the use of the IC agreement will be limited to lump sum-based activities only. All other activities for which the services of an individual contractor are not based on a lump sum against specific deliverables will be undertaken on the basis of an IPSA. It is therefore envisaged that a number of ICs who fall under this category will be transitioned to IPSA upon expiry of their existing contracts or before 1st January 2022, whichever is earlier. For example, should an IC with activities that are not lump-sum-based have an expiration date of 31 March 2021, an extension to that should be through a conversion to an IPSA as of 1 April 2021. Current IC agreements which are not lump-sum based may be extended on ICs any time before 15th of February for periods that may not exceed 31 December 2021.

During the transition period throughout 2021, the conversion of ICs to IPSAs shall not require a new selection process if under the same TORs and are classified and paid at similar levels. When transitioned, the new remuneration formula of the IPSA shall apply, and the newly introduced benefits for the IPSA, where applicable, will apply as of their respective IPSA effective starting date.

The effective date of entry into force of this Policy is 15th February 2021.