**National Personnel Services Agreement (NPSA)**

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# Introduction and Background

1. **Overview:**
2. The National Personnel Service Agreement (“NPSA”) is a legal instrument, in the form of a contract modality, established by the United Nations Development Programme (UNDP). The agreement is to engage the services of individuals to provide a time-limited service to UNDP under a service-based contract modality.
3. This modality has two key objectives: On the one hand, the NPSA aims to provide UNDP with a comprehensive, flexible and cost-effective contractual framework which responds to project, programme, operational and administrative, requirements. On the other, the NPSA will provide for attractive, stable and fair conditions of employment which ensure that UNDP is able to attract, select and retain the services of skilled, high-performing individuals.
4. Individuals engaged under the NPSA Framework have the status of National Personnel Service Agreement holders and are engaged in recognition of their skills and expertise in order to deliver on identified functional requirements. These individuals are not UNDP staff members, but are instead considered part of UNDP’s 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 NPSA may only be provided by natural and not legal persons (e.g., duly formed/registered companies), as well as by non-incorporated partnerships, the NPSA falls within the overall scope of UNDP’s Human Resource management framework.
5. The NPSA may also be used by UNDP to contract individuals on behalf of UN entities (“partners”) to which it may provide such services. This facility is provided for in the related policy on Partner Personnel Service Agreement (“PPSA”). Such contracts will be administered by UNDP, while the contracted personnel will be supervised by the partner organization.
6. The NPSA is governed solely by its expressed terms and conditions, including the Terms of Reference (“TOR”).
7. **Applicability:**
8. The following policy shall apply to National Personnel Service Agreements concluded by UNDP to perform services for UNDP.
9. UNV and UNCDF can hire NPAs in accordance with this Policy under the same conditions applicable to UNDP.
10. A holder of a National PSA is a person engaged by UNDP to perform a specific assignment locally, provided the NPSA holder is legally allowed to work in the country, and may only be engaged to perform either support or specialist services in duty stations where UNDP maintains the National Professional Officer category. In HQ duty stations, NPSAs may also be issued to nationals of countries other than that of the country in which the services will be provided, so long as (i) the host government does not disallow it, and (ii) an NPSA remuneration scale for the respective HQ duty station has been established.

# Use of NPSA

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1. The NPSA is to be used when engaging individuals in any of the following circumstances:
2. 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;
3. 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;
4. When the services may not be needed long-term by UNDP;
5. The NPSA may not be used in the following cases:
6. When the functions are of both, inherent and continuous in nature (as defined in [Annex 4](#_Annex_4:_Definition)).
7. To re-instate a staff member whose previous post/function of identical nature has been abolished.
8. As a means of applying a probationary period to candidates prior to offering them a staff appointment.
9. Where the services required based on specific deliverables and payments are lumpsum-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 NPSA are not possible given that the two modalities follow two very different purposes and assessments, except during the transition period indicated above.
10. Offices of wider coverage

In office where the functional coverage is expected to be beyond the country in which the primary UNDP office is based, the NPSA modality may still be applicable even if the functions are of global, regional or multi-country nature. Examples of such offices may be HQs, Regional Offices and Regional Service Centers, as well as Multi Country Offices. Such functions do not necessarily warrant an IPSA.

# Legal Status of the NPSA holder

1. A person providing services under an NPSA shall be known as an NPSA holder and is engaged pursuant to the expressed terms and conditions of the NPSA. NPSA holders are not recruited under United Nations Staff Regulations and Rules and UNDP business units must ensure that the administration of NPSAs is consistent with the NPSA Policy, their contract and their status.
2. NPSA holders have the legal status of a contractor vis-à-vis UNDP and are neither staff members of UNDP nor of any other entity of the United Nations (“UN”) under the Staff Regulations and Rules of the UN. Nor are they “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”).

1. NPSA holders may have the status of “expert on mission for the United Nations” under Section 22, Article VI, of the General Convention, and perform official duties for the United Nations. Whether or not an NPSA 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.

1. NPSA holders have neither the authority nor any other right to incur any legal or financial obligations on behalf of UNDP. The NPSA holder may not expressly or implicitly represent to any person an authority that the NPSA holder does not have.

# General Rights and Obligations of the NPSA holders

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

**General rights and obligations:**

1. The terms and conditions of the NPSA differ from those applicable to UNDP staff members appointed under the UN Staff Regulations and Rules. NPSA holders are excluded inter alia from participation in the United Nations Joint Staff Pension Fund and After-Service Health Insurance. Further, NPSA holders shall not be entitled to any additional benefit, payment, subsidy, compensation or entitlement, except those expressly stated in the NPSA.
2. NPSA 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 NPSA holders in connection with UNDP, they must promptly notify UNDP and provide all reasonable assistance required by UNDP to address this matter. An NPSA holder must not take any action that may adversely affect the interests of UNDP and must perform their obligations under the NPSA with the fullest regard to the interests of UNDP. During the period of service with UNDP, an NPSA 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 NPSA.
3. During the term of the NPSA, and even after the expiration or termination of an NPSA, NPSA 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 NPSA holders worked or have knowledge. Such assistance may include providing UNDP or its lawyers (or both) with information regarding an NPSA holder’s service, and serving as a witness in arbitration, conciliation, mediation and/or similar proceedings. Whether or not UNDP exercises such an option, an NPSA 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 NPSA 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.

**Professional Liability:**

1. The NPSA holder shall be solely responsible for all claims arising out of or relating to their actions or omissions. NPSA holders are solely liable for claims by third parties arising from their own negligence and/or intentional acts or omissions committed during the exercise of their duties under the NPSA and must ensure that under no circumstances will UNDP be held liable for such claims.
2. NPSA 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:
3. Allegations or claims that the use by UNDP of any device, any material or any other goods or services provided by the NPSA 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
4. Allegations or claims that the NPSA holder during the term of the NPSA caused injury, loss or damage, whether physical, psychological and/or financial, to anyone who is not a party to the NPSA, including, without limitation, allegations and claims in the nature of a claim for workers’ compensation.

**Compliance and working arrangements:**

1. NPSA holders must adhere to the standards of conduct in the course of their official duties. NPSA holders involved in any action that is contrary to the Financial Regulations and Rules, or to organizational policies, or other prescriptive guidance may be held personally responsible and financially liable for the consequences arising therefrom.
2. NPSA 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 (countries) where services are performed), including, but not limited to, those relating to taxation, licenses and work permits, as well as visas if required. Under no circumstances will UNDP be responsible for paying or reimbursing such taxes. NPSA holders must provide periodic proof of payment of taxes when requested to provide such proof by UNDP.
3. NPSA holders are responsible and must arrange for any necessary visa(s) and/or work permit(s) prior to assuming the NPSA. UNDP will not reimburse NPSA holders for visa and/or work permit fees incurred to assume the NPSA. However, if the NPSA holder is requested to undertake travel to other locations for UNDP, in which case any visa and/or work permit fees necessary for said other locations may be claimed through submission of a travel/expense claim and supporting documents.
4. NPSA holders may serve on corporate committees as may be permitted by the Terms of Reference of the respective committee. NPSA holders may not serve as chair, alternate chair or be the majority voting members on corporate committees.

# Standards of Conduct

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1. NPSA holders must comply with the standards of conduct set out 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, NPSA holders must comply with all applicable UNDP administrative issuances. NPSA holders must also fully comply with all security policies, procedures and directives issued by UNDP.
2. Although NPSA holders are not staff members of the United Nations, while working on UNDP-related activities, they must comply with the standards of conduct required by the United Nations, except to the extent such standards are, in the opinion of UNDP, inherently inconsistent with their status as an NPSA holder.
3. Any breach of the NPSA will be grounds for immediate termination for cause, at the sole discretion of UNDP. If the NPSA holder is found by UNDP to have engaged in fraudulent, criminal or similar misconduct, UNDP may refer the matter to the relevant national authorities.
4. NPSA 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.
5. NPSA holders are bound by the terms of their NPSA 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, NPSA 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.

1. Unless specifically set out in their NPSA and/or authorized in writing by the UNDP Administrator or his/her designate, NPSA 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 NPSA.
2. An individual on NPSA 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 NPSA’s supervisor at UNDP.

# 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 NPSA holder has developed for UNDP under the NPSA 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 NPSA. The NPSA holder must acknowledge and agree that such products, documents and other materials constitute works made for hire for UNDP in the NPSA. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the NPSA holder: (a) that pre-existed the performance by the NPSA holder of his/her obligations under the NPSA, or (b) that the NPSA holder may develop or acquire, or may have developed or acquired, independently of the performance of their obligations under the NPSA, UNDP does not and will not claim any ownership interest thereto, and the NPSA 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 NPSA. At the request of UNDP, the NPSA 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 NPSA. Subject to the foregoing provisions, all maps, drawings, photographs, plans, reports, estimates, recommendations, documents and all data compiled by or received by the NPSA holder under the NPSA 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 NPSA.

# Nature of relationship between UNDP and the NPSA holder

1. NPSA holders are not and may not represent themselves as being an agent of UNDP. NPSA holders shall be solely responsible for all claims arising out of or relating to their actions or omissions.
2. Any disputes between the NPSA holder and UNDP will be subject to the dispute resolution mechanism in the NPSA General Terms and Conditions.

# Duration of NPSA

1. An NPSA may be issued for any period from one day and up to a maximum of twelve months at a time, subject to the confirmation of available funding. The duration of the NPSA shall not, however, exceed the maximum duration of the project. The maximum period for the use of an NPSA is normally for the duration of the project and/or its expected funding period. Should an NPSA be required beyond four years under similar terms of reference and within the same project, a review of the function must be conducted and documented by the local HR focal point of the hiring business unit to reconfirm that the conditions of use of NPSA 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 NPSA may be used.

1. Due to its nature and purpose, the duration of the agreement has implications on benefits and entitlements package of each contract category. While regular NPSAs are expected to be of at least 6 months or longer in duration and provide for the set of benefits and entitlements, the short-term NPSAs less than 6 months (130 working days or less) will not have benefits and entitlements.

1. The NPSA carries no expectation of any future or other engagement with UNDP.
2. There may be specific instances where the need and intention are to issue a regular NPSA, 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 NPSA 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:
3. Issue a Regular NPSA for a duration of less than six months noting the intention and the budget expectations, or
4. Issue a Regular NPSA for a duration of six months or more, with the expectation to foreshorten the NPSA should the budget not be sufficiently approved at the later stage (expectations are for both UNDP and the NPSA holder, including the potential bearing of the termination indemnity by the hiring unit).
5. Short-term NPSA on part-time may not exceed 6 months (or 130 working days) and can be issued for up to one year, provided that the short-term NPSA does not exceed 130 working days in any calendar year.

# Functions: Support or Specialist Functions

1. An NPSA holder is an individual engaged by UNDP for a defined period of time, in the framework of the project to provide:
2. Support services such as administrative and related support. These types of services normally require technical knowledge acquired from a general academic education (secondary education) or from an apprenticeship or from training which may be specialized (e.g., finance, IT, procurement, etc.)
3. 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.
4. An NPSA holder may provide inputs to the performance evaluation of a staff member where the staff member’s terms of reference include functions of a technical nature, as may be determined by the Head of the Business Unit, or their designated representative.

# Types of NPSAs: Regular and Short-term; Office- and Home-based

1. The below is a summary of the types of NPSA 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 |
| 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. NPSA agreements other than short-term agreements are referred to as “regular”. Regular NPSAs are to be used when services are required on a longer or more continuous basis throughout the project periods. Regular NPSAs are issued for up to a year at time and used on a continuous basis throughout the period of a minimum of six months continuously. Payments are made at the end of each calendar month.
2. NPSA agreements may be issued for up to a year at a time and used continuously or intermittently for up to a total of six months (130 working days) per calendar year and are considered a “Short-term” agreement. The NPSA recruited under a short-term agreement 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.
3. Additionally, any of the NPSA modalities may be used to engage someone on a home-based NPSA 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 NPSA holder will mainly work away from a UNDP work location). The home-based status may be applied to regular NPSAs with a daily or monthly remuneration and to NPSAs issued as short-term, 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 NPSA holders, it is important to note that the engagement of candidates who 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 under an NPSA. Should a staff member wish to convert to an NPSA, and submit a motivated request in writing, UNDP may consider any such request, 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 Bureau for Management Services’ Office of Legal Services (BMS/OLS). 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 NPSA.

A United Nations staff member who has separated may only enter into an NPSA 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, i.e., terminated earlier, in order to allow such person to be engaged under an NPSA
2. Determining remuneration of Former or Retired Staff Members:
3. When a former staff member is engaged under an NPSA, 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 NPSA.
4. Former staff members in receipt of a UN pension benefit, may be engaged under NPSA only if:

* The engagement represents both a cost-effective and a compliant solution to meet the service needs of the hiring business unit;
* A competitive process was carried out and is properly documented;
* The 30-day break in service requirement is met (not applicable to TAs);
* The former staff member in receipt of a UN pension benefit was not separated on grounds of disciplinary action or unsatisfactory performance; and,
* The individual is medically certified as fit.

1. 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.
2. 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, which every comes first, and are non-renewable.

# Engaging Close Relatives of UNDP Personnel

1. NPSA holders are subject to [UNDP’s Policy on Family Relationships](https://popp.undp.org/node/10781). Notwithstanding the foregoing, the Head of the Business Unit must ensure at all times 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, cases should be communicated with the Ethics Office for support.

# Authority for the Issuance of NPSAs

1. The authority to create any NPSA position, as well as the decision to award such a contract to the selected individual, is delegated and/or extended to the Resident Representative in Country Offices, and to the Bureau Director and UNV/UNCDF Executive Coordinator, and UNOSSC Director, or his/her Deputy for non-country office duty stations, if applicable (HQs, liaison offices, RSCs, policy centers etc).
2. NPSAs are issued and administered by UNDP’s GSSC.

# Responsibility and Accountability

1. NPSA 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. NPSA 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.
2. Responsibility for the correct and effective application and proper management of the NPSA policy and procedures, as well as the creation, issuance and management of individual NPSAs, is distributed to various roles in the organization, subject to oversight by Bureau for Management Services Office of Human Resources (BMS/OHR).  Responsibilities and roles are described in more detail under Section XXXIV of 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 NPSAs in their respective business unit.

# Classification & Established Scales

1. Classification:

The NPSA (Regular and Short-term) consists of several levels at which NPSA holders are recruited. The levels are established with broad reference to the local national grades and correspond to the methodology of UNDP classification. All NPSA Terms of Reference use UNDP’s competency framework, and positions are classified using the standards and frames of reference used within the UN system.

The following levels and classification scales are established:

*Support:*

ICSC 1 G1 NPSA1

ICSC 2 G2 NPSA2

ICSC 3 G3 NPSA3

ICSC 4 G4 NPSA4

ICSC 5 G5 NPSA5

ICSC 6 G6 NPSA6

ICSC 7 G7 NPSA7

*Officer:*

ICSC 8 NOA NPSA8

ICSC 9 NOB NPSA9

ICSC 10 NOC NPSA10

ICSC 11 NOD NPSA11

ICSC 12 NOE NPSA12

1. Remuneration:

After determining the classification level of the NPSA, the pay of NPSA is determined following the remuneration scale established in the duty station country. Please refer to Annex 2 for additional details.

1. Increments:

NPSA holders are eligible, if their performance is deemed satisfactory, to receive an increment of renumeration of up to 3% of their then-current renumeration after continuous service of 12 consecutive months at their then-current NPSA level, provided, however, that the maximum remuneration with increments does not exceed the maximum remuneration of the band (refer to Annex 2).

# Selection of NPSAs

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 NPSAs are outlined in Annex 1 to this policy.
3. For regular NPSAs 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 NPSA 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 NPSAs, 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 and Maximum Age for NPSAs

1. Individuals seeking engagement under an NPSA are responsible for providing certification of medical fitness to perform the functions they have applied for and/or have agreed to perform.

1. A medical certificate from a qualified physician is required, certifying that 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, and should be submitted by the individual prior to any contractual engagement. The cost of any medical examination necessary for the issuance of the medical certificate should be charged to the same source of funding as the NPSA itself.
2. The medical certification should be placed in the relevant file of the NPSA holder.

1. NPSA 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 NPSA holder’s capability to fulfill the functions for which they were contracted.
2. UNDP will not issue a regular NPSA to an individual above the age of 65 years. A regular NPSA may not be issued beyond the end of the month when the individual turns 65 years in age. For individuals on short-term NPSAs, there is no age limitation, provided that the individual is medically cleared and certified fit to work.

# Part-time work

1. The hiring business unit may deem that the functions and activities appropriate for the NPSA modality may be performed on a part-time basis. The basic principle for establishing the pay f or part-time remuneration is that of pro-rating the pay from full-time pay for comparable work. For example, if an NPSA 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 NPSA 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 set at 80%) are to be pro-rated in the same manner. In the case of the danger allowance which is granted in recognition of the requirement to report to work under dangerous conditions and not necessarily the duration of the workday, the full amount is paid.

1. The precise working arrangements of the part-time work must be clearly specified in the agreement and understood by the NPSA holder and the immediate supervisor. Any change to the hours of work and pay must be made by an amendment to the agreement.

# Contract Extension, Expiration and Termination

1. **Extension of NPSA**
2. If a decision is taken to extend an NPSA, it is an opportunity for the Hiring Unit to discuss and review the terms of reference, and whether any modifications are needed, bearing in mind that significant modification may require the signature of a new agreement altogether. Changes to more than two main functions are considered significant modifications and would require a new hiring process.
3. A regular NPSA can be renewed for periods between one day and up to one year at a time, in line with fund availability and suitability of performance.
4. **Expiration of NPSA**

1. NPSAs carry no expectation of renewal beyond its expiration date. Should the supervisor wish to extend the NPSA beyond its expiration date, a request for extension should be made, following communication with the NPSA holder and as early as possible before the expiration date of the NPSA.
2. In the event that a regular NPSA is not renewed, the supervisor must inform the operational units (HR/Finance/IT) at least one month before expiration of the NPSA 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.
4. **Termination of Contract & Termination indemnity**
5. Either party may terminate a Regular NPSA before the expiry date of the contract by giving a minimum period of 30 calendar days’ notice in writing to the other party (NPSA holder and Hiring Manager).
6. BMS/OLS must be consulted prior to the termination of an NPSA by UNDP, unless mutually agreed to in writing by both the NPSA holder and the UNDP Office involved.
7. In the event that the contract is terminated the NPSA holder is entitled to a termination indemnity equivalent to one month of net pay, in addition to the minimum required notice period.
8. If UNDP terminates the NPSA for cause (i.e., as a result of violation of the standards of conduct or breach of other material terms of the NPSA), the NPSA holder will not be entitled to either a period of notice or other compensation, and will not be eligible for any future contract or engagement of any type.
9. No compensation or termination indemnity payment shall be made if the NPSA holder terminates the NPSA, or upon the natural expiration of the NPSA.
10. The Head of the Business Unit must terminate the NPSA in the following circumstances:

* 1. abandonment of functions, i.e., when the NPSA holder is absent from duty without approval for more than five consecutive days;
	2. violation of the standards of conduct or other material terms of the contract in the NPSA, including, but not limited to, acts of fraud or misrepresentation;
	3. in the 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 contract.

1. 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 NPSA holder is found to have engaged in these acts, the Business Unit, after consultation with BMS/OLS, is expected to terminate the agreement. Advice must be sought from BMS/OLS prior to taking any decision on such an action.

# Recourse/Settlement of disputes

1. In the event of any dispute arising out of the NPSA, the dispute must be resolved in accordance with the conditions set out in the NPSA on dispute settlement.

1. Hiring offices/managers should consult and seek the advice of BMS/OLS in cases involving issues of breach of contract, and report to the Office of Audit and Investigations, including cases where misconduct is involved.

1. NPSA holders can report workplace issues as follows:

1. allegations of workplace harassment, sexual harassment and abuse of authority, through **harassment.support@undp.org**; *or*
2. Allegations of fraud of mismanagement of UNDP funds through **reportmisconduct@undp.org**
3. Further details and information can be found under the ‘Accountability’ section on UNDP’s website.
4. Such allegations must be reported in good faith and with substantiating and detailed information and documentation. Reporting may also be done anonymously, and NPSAs are equally protected by UNDP’s Protection against Retaliation Policy.

# Overtime (applicable to regular NPSAs only)

1. While overtime work is generally discouraged, situations arise when it is necessary for individuals engaged under a NPSA to work more than the established work hours. In such cases overtime pay may only be applied to NPSA 1 to NPSA 7 levels and must not exceed 40 hours per month; NPSA holders engaged at levels higher than NPSA 7 are not eligible for overtime pay.
2. The conditions governing the rate and disbursement of overtime pay are those applicable to locally recruited general service staff in UNDP’s Overtime policy.
3. Overtime pay must be requested and approved by the supervisor in advance of the extra work period to be performed, subject to the availability of funds. The cost of overtime pay must be funded from the same source as the NPSA itself. UNDP Offices must ensure that sufficient funds exist for functions that may reasonably expect payment of overtime.
4. Overtime pay must be monitored closely and kept to a minimum.

# Danger Allowance

1. In addition to the base monthly remuneration, NPSA holders who serve in locations where danger pay is receivable by staff are entitled to a Danger Allowance.

1. The Danger Allowance is payable based on presence at the duty station. NPSA holders on parental leave, annual or sick leave continue to be eligible as long as they remain in the duty station. The Danger Allowance is 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 ceases from the eighth day of official duty travel. If the NPSA holder’s travel on mission to another location that qualifies for Danger Allowance, they will receive Danger Allowance at the rate of that location if their travel exceeds a full month continuously.

1. Danger Allowance is not payable for days spent away from the duty station on annual leave or any type of special leave.

1. For NPSA holders who spend one complete month in the area where the Danger Allowance is applicable, the monthly sum is paid as a lump sum, irrespective of the number of days in the month at the rate established at the duty station. For remaining periods of less than one month within the continuous travel period, the amount of Danger Allowance is pro-rated on the basis of 365 days; the daily rate is calculated by dividing the annual amount by the number of days actually spent at the duty station during that remainder of a month. Danger Allowance is payable in increments of one full day and is not prorated on an hourly basis.

# NPSA Remuneration Advances

1. NPSA holders may request remuneration advances in emergency situations, provided the project duration, the contract 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.

**Group Life and Disability Insurance (applicable to regular NPSAs)**

1. All eligible persons hired on an NPSA will be covered for service incurred disability/injury/death, at no cost to the NPSA holder.
2. NPSA holders must be enrolled in the global corporate scheme for life and disability insurance prescribed by UNDP and 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 scheme for compensation through the service provider.
3. The premium for the scheme must be paid by the UNDP Office in respect of each Regular NPSA 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 QUANTUM of amounts collected, should there be any questions or audit at a later date.
5. For this premium amount, subject to the service provider policies in place, the NPSA holder would be eligible to receive up to the ceiling established under this benefit for permanent total disability and, in the event of the NPSA 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 NPSA 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 NPSA holder from continuing to perform according to their contract, a claim can be submitted under the corporate scheme for group service-incurred death and disability for compensation through the service provider, 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 the service provider for settlement of death, service-incurred injury or disability claims is:

* a report from the UN examining physician;
* evidence of valid contract at the time of death or disability; *and*
* an indication that the premiums have been paid throughout the contract.

1. The UNDP Office must have on file the original entry medical report, should there be any question regarding the medical condition of the NPSA holder.

**Malicious Acts Insurance Policy (MAIP)** **(applicable to regular NPSAs)**

1. NPSA 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 within established security arrangements in the Security Plan locally. Failure to comply with security instructions may render the insurance coverage null and void in so far as it relates to the NPSA holder in question. Furthermore, non-compliance with security instructions is grounds for termination of the NPSA for cause. The UNDP Office must therefore ensure that the information on MAIP and the relevant security instructions are available to NPSA holders.
2. All claims, together with supporting documentation, must be submitted by the NPSA 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.

**Medical Evacuation**

1. Individuals engaged under NPSA are not eligible for medical evacuation unless they are on official travel status outside the duty station. However, the UNDP office may, at its discretion, 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 NPSA holder requests the assistance of UNDP. The cost for such medical evacuation shall be borne by the NPSA holder. The NPSA holder must be provided with advance notice and agree in writing to pay the full cost of the medical evacuation.
2. Under the global group life, disability & medical insurance plan, in the case of emergency or major disability the cost of special transportation of an insured NPSA holder from the first place where the NPSA holder is injured or stricken by a disease to the first hospital where treatment is given, is covered up to the ceiling established under this benefit. If the NPSA holder is enrolled under the corporate plan for medical coverage, the CO must inform the service provider when a medical evacuation takes place to facilitate guidance and support.

# Mandatory subsidized coverage that is commutable to cash in lieu of coverage (applicable to Regular NPSAs only)

1. **Medical Insurance**
2. UNDP provides coverage for medical insurance to all its regular NPSAs through a contract with a service provider. In exceptional cases, NPSAs may choose at the start of the NPSA, or within permissible entry windows between two options for their coverage:
3. Standard corporate scheme through service provider, provided through UNDP and administered directly by UNDP; or
4. Maintaining a pre-existing medical scheme of coverage, not provided through UNDP and administered directly by the NPSA holder.
5. In the case that the standard corporate coverage is used, 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 in order to have coverage. Only the premium for the NPSA holder is subsidized by UNDP.
6. UNDP does not subsidize medical insurance for the NPSA holder’s recognized dependents. The NPSA holder may choose to enroll dependents recognized by UNDP within 30 days of the starting date of their NPSA, provided the NPSA holder pays the full premium for them. These premiums are collected by means of a payroll deduction every month.
7. Individual NPSA holders may in exceptional cases remain in a pre-existing medical scheme, whether through previous employment, a spouse or other source, or through direct contribution to an existing national medical scheme. In such cases, UNDP provides a cash amount to cover the premium of the pre-existing scheme or existing national medical scheme as part of the monthly remuneration, provided there is proof of coverage and the amount does not exceed the monthly fee amount for UNDP’s standard corporate coverage. The individual must present proof of participation and coverage at the commencement of the NPSA, and takes full responsibility for their own coverage and administration of that coverage. The UNDP Office is responsible for verifying that the individual has adequate coverage. The NPSA holder must notify the UNDP Office of any change in coverage during the term of the NPSA. The payment of cash for medical insurance, without the individual having coverage, is not permitted.
8. UNDP Offices are responsible for ensuring that no NPSA holder travels on UNDP mission travel outside the country of residence without arranging medical coverage under the corporate or other local private scheme for the duration of the mission, at no cost to the NPSA holder.
9. **Social Security and Pension Fund Arrangements**
10. NPSA holders must comply with any national social security obligations applicable to them, and UNDP takes no responsibility for ensuring that they do so. Such coverage shall be in place from signature of the NPSA by UNDP and the NPSA holder.
11. UNDP will pay NPSA holders a lump sum amount in addition to their remuneration equivalent to 8.33% of their pay in lieu of pension fund and all other social security obligations.
12. NPSA holders are responsible to ensure that they enroll themselves into any scheme of their choice, and that the monthly payments are made directly between them and the service provider.
13. NPSA holders do not need to submit any proof or evidence of enrolment or payments.
14. UNDP will not engage directly with any pension scheme service provider, nor will pay any service provider directly, unless it is not possible for individuals to make direct payments other than through the office.
15. In countries where a national social security scheme exists, individuals under NPSA are expected to contribute directly to such a scheme. UNDP has no obligation to contribute directly to the national scheme, as it cannot be subject to any national scheme.
16. By signing the NPSA, the NPSA holder agrees to a ‘No Contest’ (attached as [Annex 9](#_Annex_9:_Certificate)) that confirms agreement to receive the pension contribution in the form of a lump sum.

# Optional coverage provided, but not subsidized by UNDP

1. UNDP may make available a range of optional benefits and coverages to be accessed by individuals directly and at their own expense. Any such benefits will be made available through agreements concluded by UNDP and service providers, and incur no corporate liability for the organization, only making these services available for the direct benefit and at the full cost and responsibility of the NPSA holder.

# Working Hours

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

# Leave

1. **Annual leave:**
2. NPSA holders with regular NPSAs are eligible for paid annual leave of two and a half working days per month, which may be accumulated during the contract period, as specified below.
3. All annual leave is expected to be taken within the period of the NPSA agreement. If the NPSA agreement is extended for an additional period and funded from the same funding source/project, the NPSA may carry over accrued annual leave to the subsequent contract 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 NPSA 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. A maximum of twenty-four (24) annual leave days may be commuted to cash.
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:**

1. Eligible individuals holding Regular NPSAs 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 NPSA.
2. Regular NPSA 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), or at the rate applied as per local practice, whichever is higher. 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 NPSA holder’s immediate family or to take care of his/her child or an immediate family member who becomes ill.
3. 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 NPSA 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.
4. Medical reports must not be shared with non-authorized medical professionals including supervisors and heads of business unit.
5. NPSA holders must inform their supervisor of absences due to illness or injury on the same day of absence, except in emergency situations where the NPSA holder is unable to communicate this absence.
6. Eligible NPSA holders may, in exceptional circumstances, be granted advanced sick leave up to a maximum of ten working days, provided that his/her service under the NPSA is expected to continue for the period that is necessary to accrue the sick leave days so advanced.
7. Certified sick leave shall be recorded in units of full days and/or half-days.
8. In the event that the NPSA is extended for an additional period under the same terms of reference, the individual may carry over unused sick leave credits to the subsequent NPSA up to a maximum of 31 days. Sick leave credits will stop accruing when an NPSA holder has a balance of 31 unused sick leave days.
9. 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 his or her absence considered as sick leave upon presentation of satisfactory medical certification.
10. Sick leave shall not be granted instead of parental leave.
11. Unused sick leave credits are not commutable to cash.
12. An NPSA 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.
13. The termination of a contract shall, from the date it is effective, terminate any possibility to claim sick leave credits.
14. In the event that an individual surpasses the sick leave credits limit during the contract period, the excess period will be charged against accrued annual leave. Should the annual leave be exhausted, the NPSA holder may be played on special leave without pay, otherwise any further absence shall be deducted from the remuneration accordingly.
15. 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 contract due to illness.

*Computation of Annual and Sick Leave*

* When the contract start date falls on the 1st of the month: Full leave entitlements
* When the contract 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 contract 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 contract 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 contract 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 NPSAs will have their starting and ending annual and sick leave totals pro-rated to reflect their part-time schedule.

1. **Parental Leave (for birth parent):**
2. NPSA holders on regular NPSAs are entitled to 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 NPSAs.
4. Parental leave for the birth parent must fall within and be taken during the contract period. Where the parental leave started during the contract period, but the contract is due to expire during the period of the parental leave, the contract 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 for 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 breast feed infants up to two years old:* The UNDP standard policy applies.
9. **Parental Leave (for non-birth parent)**
10. NPSA holders on regular NPSAs are eligible for four weeks of paid parental leave.
11. 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.
12. NPSA 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.
13. 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.
14. Parental leave for non-birth parents must fall within and be taken during the contract period. Unused parental leave is not commutable to cash. The contract must not be extended solely in order to exercise the unused portion of the parental leave.

1. **Unpaid Leave:**
2. In emergency situations, the Head of the Business Unit may exercise flexibility in allowing unpaid leave at the NPSA holder’s request for up to 12 months, subject to exigencies of service, for individuals who have been on a continuous NPSA for at least 36 months.
3. In conjunction with parental leave of birth parents, NPSA 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.
4. The Head of a Business Unit may also exercise at their own decision to apply unpaid leave to an individual on NPSA 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.
5. Unpaid leave shall not be granted until paid leave provisions, when applicable, have been exhausted.
6. Unpaid leave must be approved in advance by the supervisor and Head of the Business Unit.
7. 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. Annual leave will not accrue during unpaid leave periods of 30 days or longer.

1. Except when unpaid leave is taken in connection to certified sick leave, health and life insurance coverage during periods of unpaid leave of 30 days or longer, is discontinued or paid directly by the NPSA holder.
2. **Jury Duty, Other Appearances in Court and Military Service:**
3. NPSA holders serving on jury duty will be granted leave with pay by the relevant 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.
4. Court appearances at UNDP’s request should be recorded as absence on official business.
5. Court appearances as a party in the NPSA holder’s personal capacity and not at the request of UNDP will be charged to annual leave or unpaid leave.
6. For court appearances as a witness in the NPSA holder’s personal capacity, the heads of business units 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.
7. NPSA 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.
8. **Leave Provisions on Contract Extension:**

When an NPSA of an initial duration of less than six months is subsequently extended to reach or exceed six months for continuous use of the NPSA holder, 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 contract extension. Leave is not accumulated retroactively.

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

NPSA 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:**

NPSA holders are not entitled to Hardship Leave.

# Travel for Work

1. Travel for work outside the country of duty station shall always be in economy class for NPSA holders, regardless of travel time. Travel arrangements shall follow the regular procedures as established for corporate travel and are to comply with provisions of the Security Clearance policy. DSA is paid regularly during travel for work outside the country of duty station as per the corporate travel policy.

# Detail Assignments

1. Regular NPSAs 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 abroad. This eligibility does not apply to non-residents of NY HQs-based G-level personnel.

# Performance Evaluation

1. Service monitoring and performance evaluation are mandatory for regular NPSA holders as part of a process to be carried out by supervisors in order to provide regular feedback about individual performance and progress achieved against agreed terms of reference, as well as set objectives and results. The performance of the NPSA holder must be communicated to the NPSA throughout the duration of the NPSA.

1. In this context, the purpose of the Performance Evaluation is to:

1. Review progress against agreed upon terms of reference and set objectives;
2. Provide feedback on the performance of the individual NPSA holder; and
3. Make informed decisions on contractual matters (extension, non-renewal).

1. For regular NPSA 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](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) is not available or for short-term NPSA holders, the [NPSA Service Evaluation](#_Annex_4:_Performance) form in [Annex 5](#_Annex_5:_Performance) can be used.

1. For short-term NPSA holders, or for periods of service of less than six months, only section I of the [NPSA Service Evaluation](#_Annex_4:_Performance) form is completed and should be documented as a note to file.

1. 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 (applicable to Regular NPSAs only)

1. All regular NPSA holders must complete any applicable corporate and mandatory training courses within the required time established by UNDP.
2. NPSA holders will 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).
3. The proforma cost of the NPSA will include a contribution to the UNDP corporate Learning Reserve to enable NPSA 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 NPSA holders.
4. NPSA holders may be requested to take part in the specific training or professional certification programmes, if necessary or required by UNDP.

# Career Paths, lateral moves, status as candidates (applicable to regular NPSAs only)

1. Regular NPSA holders will have access to career opportunities within UNDP as well as to the career development resources available to all UNDP personnel, subject to eligibility requirements specific to the functions. As such and subject to eligibility, they will be able to apply for UNDP staff positions and job opportunities under other contractual modalities, in line with UNDP recruitment and selection framework, and the requirements of the respective positions and offers.
2. NPSA 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, subject to meeting the relevant eligibility requirements. All NPSA holders will be able to participate in such initiatives, when open to external candidates.
3. NPSAs shall not be considered internal candidates for vacancy announcements that have been categorized as internal, regardless of time spent on NPSA contracts.

# Roles and Responsibilities

1. Heads of Business Units / Responsible Officers (Heads of Offices):

Heads of Business Unit (incl. Resident Representatives, HQs units, UNV Executive Coordinator, 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 NPSA in accordance with this policy, e.g. Audit Reports and BMS/OHR reports may be used as a reference for evaluation.

1. Responsible Officers:

1. defining clear terms of reference with measurable outputs, timelines, and indicating qualifications and competencies required
2. determining the use of NPSA as the appropriate contractual modality and adhering to the requirements of this policy
3. ensuring availability of funds for the duration of the NPSA and extension
4. contracting the most qualified candidate in a transparent and competitive manner; and
5. service monitoring and evaluation, recommendation for level of payment and NPSA extensions.
6. exercising delegation of authority on the issuance of NPSAs
7. ensuring that a transparent and competitive selection process is instituted for NPSAs in their respective office
8. monitoring the transparency and competitive selection process for NPSAs in their respective office
9. managing the conflict resolution process in accordance with the NPSA and in consultation with BMS/OLS and the BMS/OHR Policy Unit as set forth in this policy
10. Setting the remuneration scales in country offices, incl. NIM scales where applicable.

1. The Local BU HR Focal Point & GSSC:

1. Before issuing an NPSA, the Human Resources Focal Points must ensure that the policy is complied with and that the [NPSA template](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B5F839A46-D54E-48B5-88C9-91B76FA739D4%7D&file=PSA%20Face%20Sheet%20and%20GTC%20(Regular)_Revised.docx&action=default&mobileredirect=true) is used for contracting services of the individual. No deviations to the model NPSA template can be made without consultation with, and clearance of, BMS/OHR and BMS/OLS. The local BU is responsible for classifying short-term NPSAs.
2.

GSSC Focal Points are responsible for:

* coordinating and administering the recruitment process
* coordinating the contracting process of the candidates;
* issuing the NPSA including the applicable conditions of service;
* Management of NPSAs in the corporate ERP;
* ensuring payment of monthly remuneration according to terms of NPSA;
* ensuring that adequate insurance provisions are in place;
* maintaining a roster of candidates in the various categories; and
* maintaining records for monitoring and reporting purposes.

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

1. BMS/OHR Business Partners:

BMS/OHR Business Partners are responsible for providing advisory support and guidance in the administration and application of NPSAs.

1. Office of Audit and Investigation (OAI):

OAI will audit the use of NPSAs 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, GSSU and the respective HR Focal Point(s) should use the information available in the [corporate](https://hr.partneragencies.org/) (ERP) database to act on their respective responsibility for oversight, monitoring and / or evaluation on the use of NPSAs. These include the use of data for, among others, succession planning, contract extensions, as well as monitoring of the performance of their respective business units against corporate indicators, such as gender ratios.
2. Organizational score cards or benchmarks will be established by BMS/OHR on a periodic basis to ensure the reporting, monitoring and evaluation of the use of NPSAs.

# National Implementation Programmes (NIM):

1. In countries with programmes that fall formally under the Support Services of UNDP to National Implementation (NIM), and where alignment to the set standards of benefits and entitlements of the national implementation partners is deemed necessary, UNDP Resident Representatives may apply flexibilities outside the regular NPSA parameters in the following areas, provided that systems and internal UNDP procedures allow for such flexibilities to be practically applied, that the risks and liabilities related to these benefits and entitlements are formally covered by the national implementation partner, and provided that these benefits and entitlements fulfill the minimum national standards of the country in which the programme is being nationally implemented:
2. When UNDP issues the agreement, NPSA holders hired under a National implementation modality, remain under the administrative supervision of UNDP, even if daily supervision is ensured by the national counterpart;
3. Alternative remuneration scales may be promulgated by the Resident Representative of the country office to be used specifically for NPSAs that fall under the NIM. A NIM-specific remuneration scale shall follow the same principles used to construct the regular NPSA scale for the country, and applied across all the NPSA levels under the NIM project(s) subject to the NIM-specific remuneration scale in that country. The level and the suggested remuneration rate may also be set by the national implementation partner if the agreement clearly allows for it;
4. Annual increments may align to the practice of the national implementation partner;
5. Performance evaluation: If the NPSA holder is supervised by the national implementation partner, the performance evaluation can follow the same format and procedure used by the national implementation partner. UNDP should maintain a copy of the evaluation for its records;
6. Working schedules and official holidays can be aligned to those of the national implementation partner;
7. Leave entitlements: Leave entitlements can be aligned with the standards applicable to the national implementation partner;
8. Pension schemes: Similarly, payments in lieu of pension may be adjusted to those of the national partner;
9. Official Travel: Official travel shall follow the standards and policies of the national partner, including class of travel as well as daily subsistence allowances;
10. Security costs: Where the NPSA holder is covered by and falls under the security scheme coverage of the national partners, they shall be exempted from the UN security plans and security costs otherwise applicable to UNDP NPSAs will not be applied, and the NPSA holder will be so notified; and
11. Normally the mandatory insurance coverages which are otherwise applicable as a standard for UNDP NPSAs, will apply, any exceptions must be agreed to by GSSC, in consultation with the BMS/OHR/Policy and Compensation unit.
12. In situations where the NIM personnel are contracted directly by the national implementation entity, and where such personnel contracts are also signed by that national implementation entity, UNDP may support in sharing advice and good practices on standards, templates and tools. The accountability and decision to use and/or apply such standards shall be solely that of the national implementation entity.

**Annexes:**

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

*[Annex 2: Remuneration Scales, Classification Bands, and Setting the Remuneration for NPSAs](#_Annex_2:_Remuneration)*

*[Annex 3 – Overview of NPSA benefits](#_Annex_2:_Overview)*

[*Annex 4 – Definition of inherent and continuous nature of functions*](#_Annex_3:_Definition)

[*Annex 5 – Performance Evaluation*](#_Annex_4:_Performance)

[*Annex 6 – Checklist of inclusions in NPSA file*](#_Annex_6:_To)

[*Annex 7 – Equipment and Supplies*](#_Annex_7:_Equipment)

[*Annex 8 – Transitional Measures – Rollout of the new remuneration scale*](#_Annex_8:_Transitional)

[*Annex 9 – Certificate of No-Contest*](#_Annex_8:_Letter)

# Annex 1: Recruitment standards and procedures for NPSAs

For the selection of NPSAs, 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:** 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:**

**Residency Requirements:** Depending on the duty station, certain specific residency requirements may be applicable before an offer of a national personnel services agreement is made. Generally, it is expected that candidates will either: i) be nationals or permanent residents of the country where the NPSA position is being offered; or ii) having the proper documentation allowing the NPSA holder to legally work in that country.

**Recruitment of Government Personnel:** Any candidate who is a government employee must disclose this relationship prior to being engaged on an NPSA. 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 NPSA with UNDP. In cases where candidates continue to be employed or affiliated with a government institution or other authority external to UNDP, they must provide evidence that they have been accorded special leave without pay, or a similar status, from their employer prior to being engaged under a NPSA. Notwithstanding the disclosure, the individual engaged under an NPSA 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:**

|  |  |  |
| --- | --- | --- |
| **NPSA Level**  | **Regular NPSA**  | **Short-Term NPSA**  |
| All NPSA 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 NPSA 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 assessmentsSelection decision: Head of the Business Unit, Bureau Director for direct selections.  | Advertise: Minimum 1 week Modality: Same as for Regular NPSA, 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 NPSAs but a review and assessment of just the candidate’s CV/P11 is also allowed.  Selection decision: Head of the Business Unit, Head of the 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 NPSA 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 NPSAs.

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 OHR Business Partner before proceeding further.

For short-term NPSAs, 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 NPSA 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 NPSA contract must be issued. It must also be noted that by doing so, the time of service of the NPSA 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 (NPSA), 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 hiring 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, recognized 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 NPSA 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 NPSA, provided the candidate meets the requirements of the position.

**E. Review and assessment of at least 2 candidates (for short-term NPSAs 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 FTA or PSA Holders habitually at the same level or higher as that of the NPSA position under assessment. The panel will normally be chaired by a FTA holder, 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:** 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 NPSAs.

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

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

**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: Remuneration Scales, Classification Bands, and Setting the Remuneration for NPSAs

1. The remuneration scale for NPSAs is established for each country individually and promulgated by the Resident Representative of the country office. While it is understood that the scale does not utilize the same comparators as those used for setting the UN staff salary scales, the UN salary scale is used as a reliable reference point in each country.

In countries with programmes that fall formally under the Support Services of UNDP to National Implementation (NIM), alternative remuneration scales may be promulgated by the Resident Representative of the country office to be used specifically for NPSAs that fall under the NIM. A NIM-specific remuneration scale shall follow the same principle of fixating a reference (percentage) to the UN salary scale as appropriate, and applied across all the NPSA levels under the NIM project(s) subject to the NIM-specific remuneration scale.

Generally, adjustments to NPSA scales will be prospective in nature, unless the Bureau Director or his/her Deputy approves the adjustment retroactively. A Resident Representative may request the retroactive application of a scale, for compelling reasons specific to their country, keeping in mind the implications of such a decision across all entities using the modality. The request must be sent via the Regional Business partner.

A new NPSA scale is established in each country, effective the month following the announcement of a new UN salary scale in that country (not the effective date of the UN salary scale). For example, should a UN salary scale be announced in September, taking effect retroactively as of March, the new NPSA scale would only be established with effect from October and applied accordingly.

Temporary special measures may also be extended to NPSAs in countries where such measures have been introduced by the wider UN due to high inflation rates or other emergency needs, subject to the approval of the UNDP Resident Representative.

In exceptional cases, UNDP may conduct its own remuneration survey for purposes of establishing salary scales in respect of NPSAs in cases where a UN local salary scale for staff in the General service and related categories does not exist or where the application of the UN salary survey methodology has resulted in a remuneration scale that is very significantly different from conditions in the local labour market and has demonstrably and negatively impacted UNDP’s ability to recruit and/or retain personnel over an extended period, in particular in very small countries or micro-states served by a multi-country office.  Such cases could be prompted by, but are not limited to, the application of a reference UN staff salary scale that is manifestly out of date, or where, in a specific country or geographical region, the local labour market is extremely limited such as to preclude a standard UN salary survey from being conducted.

1. The NPSA comprises a number of levels at which NPSA 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 pay according to skills and market circumstances.

The Bands:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |
| --- |
| **National PSA** |
| *Band* | *Classified As* | *Corresponding National UN Staff level* |
| NB1NB2NB3NB4NB5NB6 | NPSA 1-3NPSA 4-5NPSA 6-7NPSA 8-9NPSA 10-11NPSA 12 | 1-34-56-78-910-1112 |

 |

1. The NPSA remuneration scale is set at 76% of each of its corresponding levels on the national UN salary scale established in the country office. The minimum for each band shall equal 76% of step 1 of the lower of the two grades at the corresponding grade in the national UN salary scale. The maximum is 76% of step 8 of the higher of the two grades. For example:

NB2 – Min. = UN Salary Scale 4 step 1 x 76%

 Max = UN Salary Scale 5 step 8 x 76%

NB1 (which extends into 3 grades, the maximum is established as follows):

 Min. = UN Salary Scale 1 step 1 x 76%

 Max = UN Salary Scale 3 step 10 x 76%

While the pay of NPSAs may be set at any point between the minimum and the maximum within each band (the range), the classified level of the position would serve as an indicator for the level of remuneration for individual NPSAs. The default pay is always the equivalent of 76% of the net salary of its corresponding UN scale level. Business Unit Heads may also pay above the default if necessary, that is, in instances where there is a need to pay above the default levels, but not exceeding the maximum of the band, due to contingencies of service and up to any amount from within the respective National Band in which the NPSA level falls. Such contingencies of service for paying below or beyond the default shall require the approval of the Head of the Business Unit, but never beyond the band minimum or maximum, and may include reasons such as budget (if lower than the default but within the band), availability of technical expertise in the local market, and based on the special skills the individual brings with him/her to the position and to the organization.

NPSA salary scales are linked to those applied by the UN only with those provisions of the UN remuneration scales and methodology that apply which are relevant for the purposes of the NPSA. The linkage should not be construed as a direct linkage in terms of common status or objectives or purpose between the contracts, nor conferring rights which apply to other categories of personnel to whom the UN Staff Rules apply. The purpose of contracting NPSAs remains consistent with the overall effort to increase national capacity and expertise in the countries of operation and is geared towards a different market target group hence its original sourcing of survey inputs predominantly from the public sector in the past. The NPSA type of work is strongly linked to the project nature and funding of the activities and functions.

The NPSA targets a different market portion (prevailing instead of best prevailing), and focuses on public sector rather than the private sector. Hence the practical linkage to the UN salary scale as a reference point utilizing those specific portions of comparators that are relevant to the purpose of this contract and not all those utilized by UN standard methodology, and that the link is purely a practical one for a process that is already being invested in.

The NPSA stipulates a fixed level of remuneration in local currency and payments are made in local currency, but also follows the currency established by the UN in that country if the remuneration payments in a currency other than the local currency. If the remuneration scale is denominated in a currency other than the local currency and is paid in local currency, the UN prevailing rate of exchange (UNORE) must be applied. For countries where special measures are approved by the UN and applied to the reference UN salary scales (i.e., payment of national staff salaries in hard currency), the special measures will be automatically applied to the NPSA remuneration scale as well.

Regular NPSAs may be eligible to have a portion of their local salaries transferred directly into their UNFCU accounts in United States Dollars through central Payroll at the prevailing rate of exchange (UNORE), only if exceptional approval of the Associate Administrator through the BMS Director’s Office is obtained, first.  The exceptional approval is time-bound, usually for one-year, and would need to be re-submitted to the Associate Administrator for an additional extension of time at expiration.  Eligibility is also dependent upon any limitation placed by UNFCU on the operation of such accounts.

In situations where there is a freeze on the NPSA salary scale, and where the current pay of an individual on NPSA is on a higher pay than a new position for which the NPSA holder has been newly hired on, the salary of the newly hired NPSA holder shall be protected and maintained at his/her previous nominal salary.

# Annex 3: Overview of NPSA benefits

|   | **Regular** | **Short-term** |
| --- | --- | --- |
| **Annual Increment** | Yes (3%)(Ceiling is band maximum) | No |
| **National Pension Fund** **(in lieu of)** | Yes | No |
| **Medical Insurance** | Yes | No |
| **Medical Ins. (depend.)** | Optional | No |
| **MAIP** | Yes | Yes |
| **GLI, D&D** | Yes | Yes |
| **Overtime** | Yes (NPSA 1-7) | No |
| **UN Holidays/Weekends** | Yes | No |
| **Sick Leave** | Yes (>6m), 2 d/m, plus 7/year uncertified (a total  | No |
| **Annual Leave** | Yes (>6m), 2.5 d/m | No |
| **Parental leave for the birth parent** | Yes 16 wks( | No |
| **Parental leave for the non-birth parent** | Yes,4 wks | No |
| **Hardship Leave** | No | No |

# Annex 4: 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 NPSA is not a temporary replacement of a UNDP post where the staff member incumbent is on an extended leave, such as parental leave, special leave, etc.

# Annex 5: Performance Evaluation

Short-Term NPSA:

For short-term NPSAs, only section I of the [NPSA Annual Performance Review template](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx?d=w641b98d38dde4b6e834c8e4e34700348&csf=1&web=1&e=Cj7m7z) needs to be completed.

Regular NPSA:

For regular NPSAs, 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 NPSA Annual Performance review 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 NPSA holder including on their special accomplishments; and
2. a Performance review session with the individual NPSA 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. Should the performance be evaluated as below the acceptable performance levels, a recommendation for non-extension or termination should be clearly stated and reasoned. If the PMD platform is not available, the [NPSA Annual Performance Review template](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx?d=w641b98d38dde4b6e834c8e4e34700348&csf=1&web=1&e=GvjSez) should be used for the evaluating regular NPSAs.

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

Check list of documentation for the NPSA holder

* [Terms of Reference (TOR)](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B011736B9-6DFA-4252-8310-3EB16F0C8663%7D&file=Guide%20to%20Writing%20TOR%20for%20NPSA.docx&action=default&mobileredirect=true)
* Certification of appropriateness of functions for use of an NPSA (included as part of the [TOR template](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B011736B9-6DFA-4252-8310-3EB16F0C8663%7D&file=Guide%20to%20Writing%20TOR%20for%20NPSA.docx&action=default&mobileredirect=true))
* Classification level and report (included as part of the [TOR template](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B011736B9-6DFA-4252-8310-3EB16F0C8663%7D&file=Guide%20to%20Writing%20TOR%20for%20NPSA.docx&action=default&mobileredirect=true))
* [Confirmation of remuneration level (e.g., costing sheet)](https://undp.sharepoint.com/%3Ax%3A/r/teams/OHR-Portal/_layouts/15/Doc.aspx?sourcedoc=%7B2524519F-19B2-477E-827D-D17BB45C0E50%7D&file=PSA_Remuneration_setting_Tool.xlsx&action=default&mobileredirect=true&web=1)
* Minutes of the Ad-hoc panel with relevant supporting engagement documents
* [Reference check report](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/PSA%20Reference%20Check%20Form.docx?d=wee121aa7ed404f87a06806eb370d131b&csf=1&web=1&e=iEiKe8)
* [Medical certification from recognized Physician](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/Certificate_of_Good_Health.docx?d=w25714fbf040640e7950f5e828f7c1b5e&csf=1&web=1&e=7m2JTJ)
* Copies of professional qualifications in line with NPSA level (if applicable)
* Completed and signed [NPSA face sheet](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/PSA%20Face%20Sheet%20and%20GTC%20%28Regular%29_Revised.docx?d=w5f839a46d54e48b588c991b76fa739d4&csf=1&web=1&e=OX7Zc7) and its [General Terms and Conditions](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/_layouts/15/Doc.aspx?sourcedoc=%7B5F839A46-D54E-48B5-88C9-91B76FA739D4%7D&file=PSA%20Face%20Sheet%20and%20GTC%20(Regular)_Revised.docx&action=default&mobileredirect=true)
* Signed ‘Certificate of No Contest’ – [Annex 9](#_Annex_8:_Letter) to this policy
* Application for medical coverage
* Application for Death and Disability coverage
* Signed acknowledgement that NPSA holder has received all documents and information related to social security and MAIP coverage
* Amendments/Extensions to NPSA-with signed acceptance
* Copy of passport/ID
* Bank details authorization for direct deposit of remuneration distribution (or [Vendor form](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/Vendor-Person_profile_update.doc?d=wc829c00eafcf4f4688f55bfa23e4a5ab&csf=1&web=1&e=RXfAD2))
* [Service Evaluations](https://undp.sharepoint.com/%3Aw%3A/r/teams/GSSC/Shared%20Documents/HR/PSA/NPSA/Annual%20Performance%20Review%20%28by%20Supervisors%29.docx?d=w641b98d38dde4b6e834c8e4e34700348&csf=1&web=1&e=EjG66S)
* Minutes of the selection, where applicable
* Termination notification, where applicable.

# **Annex 7: Equipment & Supplie**s

Any equipment or supplies that may be furnished by UNDP to the NPSA holder for the performance of the NPSA holder’s obligations under the NPSA remains the property of  UNDP,  and  any  such equipment or supplies must be returned to UNDP at the conclusion of the NPSA or before if no longer needed by the NPSA holder. Such equipment, when returned to UNDP, must be in the same condition as when delivered to the NPSA holder, subject to normal wear and tear, and the NPSA 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 (pay scale rollout)

**Transitional measures:**

From the date of entry into force of this policy on 1 June 2021, all new national, non-staff personnel engaged to provide services which are not lumpsum based will be under the NPSA, and the setting of the remuneration scale for NPSAs will follow the formula introduced by this policy. As a modality that is being introduced to replace the existing Service Contract modality in UNDP, the transition from an existing Service Contract will follow the phased approach described in this [Annex 8](#_Annex_7:_Transitional).

Also, from 1 June 2021, the use of the local Individual Contract (IC) agreement will be limited to lump sum-based activities only. All other activities for which the services of an individual contractor (national) are not based on a lump sum against specific deliverables will be undertaken on the basis of an NPSA. It is therefore envisaged that a number of national ICs who fall under this category will be transitioned to NPSA upon expiry of their existing contracts on or before 31st March 2022, whichever is earlier. For example, should a national IC with activities that are not lumpsum-based have an expiration date of 30 June 2021, an extension should be through a conversion to an NPSA as of 1 July 2021. Current IC agreements which are not lumpsum based may be extended on ICs for periods that may not exceed 31 March 2022.

During the transition period from 1 June 2021 until 31 March 2022, the conversion of local ICs to NPSAs shall not require a new selection process provided that the activities to be carried out are under the same TORs and classified at the same levels. When transitioned, the new remuneration scales of the NPSA shall apply, and the newly introduced benefits for the NPSA, where applicable, will apply as of their respective NPSA effective starting date.

Transitioning of current Service Contract holders to NPSA:

The NPSA is expected to replace the Service Contract modality in UNDP, and with that, all individuals currently contracted under the Service Contract modality and the Individual Contract (local) and who would be continuing their services with UNDP (except those whose local IC agreements are lumpsum-based) are expected to be converted to their corresponding classification level and their corresponding NPSA pay scale upon their extensions anytime between 1 June and 30 June2022 as a one-time transition. Current Service Contracts or local Individual Contract agreements which are not lumpsum based may be extended on their same contractual agreements any time before 1 June 2021 for periods that may not exceed 30 June 2022. As such, no Service Contracts for UNDP personnel will exist beyond 30 June 2022.

The full transition of the Remuneration Scales in relation to any existing Service Contract salary scales to the new NPSA scale, and the transitioning of individuals’ pay levels from their current Service Contract to the NPSA pay scale will be rolled out starting 1st of June 2021 and completed no later than 30 June 2023. While this policy provides a suggested approach to rollout, Resident Representatives will assess and determine the stages of the rollout which are most suitable to their respective office context.

Transitioning of entitlements:

While it is understood that the NPSA is being introduced as a new modality and does not formally replace the Service Contract, UNDP shall permit the crediting of the following entitlements to the new NPSA upon conversion from Service Contract only:

* Annual leave balance: Up to 18 days.
* Parental leave for birth parents leave: Months worked under the Service Contract would count towards the accumulated eligibility for parental leave of 16 weeks.

Transitioning of (national) Individual Contract holders to NPSA:

From the date of entry into force of this policy on 1 June 2021, all new national non-staff hires against tasks which are not lumpsum based will be on NPSA, and the remuneration calculation will follow the formula introduced by this policy.

Individuals whose current remuneration is higher than that of the equivalent levels on the new scale will not be eligible for annual increments until such time where their remuneration matches the 0.76 mark.

All new personnel hired as of 1 June 2021 will have their remuneration set according to the new NPSA scale in place.

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

During the transition period throughout 2021, the conversion of ICs to NPSAs 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 NPSA shall apply, and the newly introduced benefits for the NPSA, where applicable, will apply as of their respective NPSA effective starting date.

The following staged approach is being suggested for country offices:

For countries where the current SC salary scales (by grade) against the UN salary scale are (as of 1 March 2021):

1. Higher than that of the UN salary scales, i.e., resulting in a decrease:

In which case, the levels of net pay of existing personnel would be frozen until the future NPSA salary scale catches up with them, or by 30 June 2023, whichever comes first. Any contracts or extensions beyond 30 June 2023 will be set at the applicable NPSA scale.

1. Lower than the UN salary scales resulting in an increase of:
	1. 0-10%

Change of current SC scale is applied effective 1 June 2021 and is applied to all NPSAs at the time of the conversion.

* 1. 11-20%

Change to current SC scale is either applied fully effective 1 June 2021 (to be decided by the Head of the Business Unit), or gradually in two equal stages by applying a mid-point effective 1 June 2021 to fully reach the 0.76 reference point on 1 July 2022

* 1. >21%

Change to current SC scale is either applied fully effective 1 June 2021 (to be decided by the Head of the Business Unit), or gradually in up to three equal stages effective 1 June 2021, 1 July 2022, to fully reach the 0.76 reference point on 1 July 2023.

For all countries, the scale in its staggered approach applies to current and new hires equally, to avoid paying new hires more than current ones at any time during the rollout.

# Annex 9: Certificate of No Contest

Pension Lump Sum

**CERTIFICATE OF NO CONTEST**

Name:

 I hereby certify that I accept payment of a monthly lump sum in lieu of pension contributions in accordance with the provisions of the UNDP policy on National Personnel Services Agreement and as specified in my contractual agreement with UNDP. I understand that the lump sum will be calculated on the basis of 8.33% of the base monthly remuneration excluding payments in lieu of social security coverage, hazard allowance and performance bonus, if applicable.

 In signing this Certificate, I acknowledge that I have received a copy of the calculation sheet which I understand. I have agreed to receive the pension contribution in the form of a lump sum. I am solely responsible for saving and investing this lump sum amount for my pension as I deem best. UNDP has no further obligation with respect to my pension than as set forth herein and in my contractual agreement.

National Personnel Services Agreement holder: \_\_\_\_\_\_\_\_\_\_\_\_ ID No: \_\_\_\_\_\_\_\_\_

Date: