



INTERNATIONAL MONETARY FUND

General Conditions for Short-Term Technical Assistance Appointments

Prepared by the Human Resources Center – Field Team

August 14, 2009

These General Conditions describe the administrative procedures, rules, benefits, and services applicable to short-term appointments (less than a total of six continuous months) of experts by the International Monetary Fund (hereinafter “the Fund”) under its technical assistance program. Wherever used in these General Conditions, the term “expert” means any person who shall be subject to these General Conditions.

These General Conditions are incorporated by reference in the appointment letter of each expert and their terms and conditions are therefore deemed terms and conditions of the expert’s appointment by the Fund. References in these General Conditions to other administrative procedures, rules, benefits or services of the Fund that are applicable to the appointment, including specific plan documents, have the effect of incorporating them in these General Conditions. While every effort has been made to make these General Conditions simple and accurate, in case of conflict between the terms of the expert’s letter of appointment and these General Conditions or any other documents attached herewith or incorporated by reference, the letter of appointment will prevail.

The family of an expert will not have any benefits or entitlements in connection with the expert’s technical assistance appointment.

Except when specifically directed otherwise, any questions on the procedures, rules, benefits, or services described herein, should be addressed to:

Human Resource Center - Field Team
Room MSC5.007
International Monetary Fund
Washington, D.C. 20431 USA
hrdfieldteam@imf.org

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I. Appointment/Acceptance Process

The appointment of an expert is realized by an offer of appointment, which the Fund makes to the expert by a letter of appointment. The acceptance of this offer by the expert is realized by completing, signing and returning to the Fund the **acceptance letter**, which is enclosed with the letter of appointment. This document must be returned to the Fund as soon as possible along with the *Medical Examination Certificate*, the *Emergency Data form*, and if needed, the *Designation of Beneficiary form* and the *Request Travel Advance form*. In performing his duties, the expert will report to the department of the Fund that is specified for this purpose in the letter of appointment (hereinafter “the Sponsoring Department”). The duties to be performed will be described in the letter of appointment or attached in the Terms of Reference/or Briefing Paper.

Medical Clearance. The Fund’s offer of appointment is contingent upon the Fund receiving a *Medical Examination Certificate* whereby a physician certifies that the expert is in good physical health and is physically fit to undertake the appointment. Medical Certificates are valid for one year (a complete medical is not required). This certificate is valid for multiple contracts within the one year period. The Fund will reimburse the expert up to a reasonable amount determined by the Sponsoring Department for the expense of having his physician complete the Certificate.

If expert is 65 years of age or older, the Bank-Fund Health Services Department (HSD) will forward a *Pre-employment Medical Assessment Questionnaire* to complete and return for review and clearance by the Fund’s Medical Advisor at HSD. Once clearance has been obtained, the expert is free to undertake the assignment. This clearance is valid for one year. The Fund will reimburse the expert only for those medical tests required by HSD.

Travel arrangements, including requests for travel advances, will not be authorized until the Sponsoring Department has received the following documents from the expert:

- **A completed and signed acceptance letter**
- **A *Medical Examination Certificate*** confirming the expert’s fitness for duty (will be requested in the contract only if a valid Certificate is not on file)

Please also send the following forms to the Sponsoring Department at the same time either by fax or scanned copy.

- **A completed and signed *Designation of Beneficiary form*.** This form (IMF-78) is recommended as it is used in connection with travel accident and baggage insurance and for settling accrued pay and allowances in the event of the expert’s death. The completed form should be signed by the expert in the presence of three witnesses (who cannot be the beneficiaries). If a completed *Designation of Beneficiary* form was submitted to the Fund in connection with an earlier appointment, **a new form is not required, unless a change is to be made in the designation of beneficiaries.**

- ***Emergency Data form.*** A completed form must be kept on the expert's file, listing names and phone numbers of persons to contact in cases of emergency. ***A new form is not required for each assignment, unless a change is to be made.***

The following document should be returned as soon as possible as indicated:

- ***A Request for Travel Advance form to FINANCE DEPT (fax: 202-623-5401)***

Effectiveness of Appointment. The appointment will be effective during the time period specified in the letter of appointment beginning on the starting date agreed between the expert and the Sponsoring Department in charge. This includes the time spent by the expert while on duty in the country of assignment; on briefing and debriefing (if applicable); and on any other duties carried out pursuant to the letter of appointment such as preparatory work or report writing in the expert's home country.

II. Briefing/Debriefing

The appointment letter will indicate whether the expert may be required by the Sponsoring Department to travel to Fund headquarters in Washington, D.C. for a pre-mission briefing. Similarly, the appointment letter will specify whether, upon completion of his mission, the expert may be required by the Sponsoring Department to report to Fund headquarters for debriefing and/or report writing. Notwithstanding the foregoing, the Fund department in charge may occasionally request an expert to report for briefings or debriefings in the expert's home country or at another location.

If briefing/debriefing is scheduled at Fund headquarters, the Fund's travel agent will make the necessary hotel reservations, if requested by the expert. Please note that the Fund will authorize an advance for one night prior to the briefing/debriefing through the final night of the scheduled briefing/debriefing. **Should there be any need for a change in the bookings or a cancellation, the expert should notify the hotel directly or he/she will be responsible for hotel no-show charges.** The expert should make arrangements for hotel reservations in the country of assignment or during official travel. If the expert is participating in a Fund mission, arrangements are normally made on the expert's behalf by the mission team. The expert should consult the Sponsoring Department for further details.

III. Remuneration and Taxes

For experts paid on a daily basis, before remuneration is paid by the Fund, the Sponsoring Department must sign the *Certification of Duty Days* forms (IMF-84) completed by the expert for the entire appointment period, or such portion thereof as is specified by the Sponsoring Department. Experts paid on a monthly basis or those paid on a lump sum basis are not required to fill out the above form. Experts should submit expense reports (ERs) to their sponsoring departments within two weeks of completion of the mission. Once expense reports have been entered/approved by the sponsoring departments and submitted to the Finance department with all required receipts, they will be reimbursed within five business days.

- a. If the expert's remuneration is based on a daily rate, the expert will be paid for Saturdays, Sundays, and public holidays only if he actually works on such days.
- b. If the expert's remuneration is based on a monthly rate, the working schedules of the host institution will be expected to be observed. Payment for partial months is computed on the basis of a 260-working day year, according to the following formula:

$$(\text{monthly remuneration} \times 12) / 260 = \text{daily rate for partial months.}$$

- c. Partial month remuneration will not exceed the monthly rate. Payments will be made at the end of each month worked.

Questions regarding payment or settlement of claims should be addressed directly to the Travel Payments Section, Finance Department, International Monetary Fund, Room MSC12.011, Washington, D.C. 20431, USA. Telephone (202) 623-4900; facsimile (202) 623-5401.

If the expert's remuneration is quoted on a net basis, and the expert is liable for the payment of national income taxes on this remuneration, the expert may be eligible to receive a tax allowance. Although the Fund is prepared to assist within its limits, it is the expert's responsibility to ascertain whether he is liable for the payment of national income taxes on remuneration from the Fund. If the expert's remuneration is quoted on a gross basis, a tax allowance has already been taken into account in determining remuneration. Thus, the Fund will not reimburse the expert for any income tax which may arise on, or in respect of, the remuneration and other emoluments paid by the Fund.

Questions regarding tax allowance should be addressed directly to the Fund's, Finance Department, International Monetary Fund, Room MSC12.011, Washington, D.C. 20431, USA. Telephones: (202) 623-8444; facsimile: (202) 589-4245.

Tax Reporting on Taxable Travel Allowances

The taxable portion of business travel allowances paid by the International Monetary Fund is included in Fund compensation and reported to the Internal Revenue Service on Form W-2.

Travel allowances are considered taxable income by the IRS unless they are paid under an “accountable plan.” To be paid under an accountable plan:

- Expenses must be business related.
- They must be substantiated. Since subsistence allowances are equal to the IRS per diem, they are considered substantiated.
- Advances must be returned to the employer to the extent that they exceed actual expenditures.

Expenditures meeting these requirements are generally excluded from the taxable wages reported to the IRS.

Most Fund travel expenditures are reimbursed at actual cost and, therefore, are not included in taxable income. Fund subsistence allowances are equal to the IRS per diem, so they, also, are not included taxable income. In-and-out allowances paid at the flat \$20 rate and family contact allowances are included in taxable income.

Taxable travel expenditures may be reported as miscellaneous itemized deductions on Form 2106. However, miscellaneous itemized deductions are allowed only to the extent they exceed 2 percent of adjusted gross income, so many taxpayers do not qualify for these deductions.

IV. Translation/Interpretation Services

When required, these services are typically provided by the local authorities. If not, the Sponsoring Department will make the necessary arrangements with TGS, Language Services to recruit an interpreter. The expert should **not** contract for these services himself nor contact the Language Services directly. However, the expert will likely have the responsibility of paying the interpreter on-site by funds provided in the expert’s travel advance (time permitting).

V. Travel Arrangements

Transportation reservations.

All airline and rail tickets must be purchased through the Fund's travel agency, unless prior authorization has been given by TGS Transportation Section.

Designated Airline Program. International travel **originating in the United States** shall be booked with a carrier participating in the Fund's Designated Airline Program, on the lowest available business class fare seat on a direct route available at the time of booking.

Expert should complete a *Request for Prepayment of Airline Ticket form* at least ten days prior to the departure date, and send it to the Sponsoring Department with the signed acceptance letter and, if necessary, a valid medical certificate.

Expert should use the "designated carrier," unless any of the following conditions apply, as determined by the TGS Transportation Section:

- No seat is available for the day of departure on a designated carrier at the time of booking.
- Travel on a designated carrier is restricted by the Fund for security reasons.
- Travel on a non-designated carrier results in a lower fare, net of rebates, for the Fund.
- There is no direct air service offered/available to the first mission location using any of the designated airline gateways.
- Total elapsed travel time on the designated airline on its most direct route is more than four hours longer than the total travel time offered by a non-designated airline to the same destination.
- A major disaster—for example, a natural disaster or a terrorist incident—which prevents travel on a designated carrier.

Changes en route. Once travel has begun, all changes to airline tickets should, where feasible, be made through the Fund's travel agency, or the after-hours support line, in accordance with the provisions of this Order.

American Express After Hours service (quote code S-D0Z0 to the counselor)

Within USA Canada call: 1-888-228-6757

Outside USA/Canada call collect: 1-313-317-3657

Changes to travel arrangements. Savings resulting from any change to travel arrangements, both voluntary or involuntary (including downgrading the class of travel), shall accrue to the Fund and not to the traveler.

Request for Travel Advance.

If an expert would like for the IMF to authorize a travel advance, he/she should complete a *Request for Travel Advance form* at least **ten days** prior to the departure date, and send it to the Finance Department, Travel Payments Section by fax (202-623-5401) or e-mailed to TravelPayments@imf.org.

The Fund can arrange for a **travel advance** consisting of an appropriate per diem for the duration of the appointment. The amount of this advance will be determined from the schedule of daily travel allowances in effect at the time of travel. However, please provide to the Fund any information that you may have regarding the cost of hotel accommodations in the country of assignment.

Travel advances will not be approved if you have not submitted the required travel expense report and supporting documentation from your previous missions. Always submit your travel claim within two weeks after completion of your mission.

Stopovers

The maximum number of stopovers on any mission is two; minimum travel time before a stopover is granted is 12 hours. Travelers on stopovers are reimbursed following the same hotel reimbursement rules, and subsistence, family contact, and in-and-out allowances as for mission travel.

Use of stopovers. Travelers are permitted to use an authorized stopover, at their option, either (i) during the outbound journey; (ii) at the mission site before the mission starts; (iii) at the mission site after the mission ends; or (iv) during the inbound journey, before the traveler returns home. Stopovers may be combined and taken consecutively (i.e., either on the inbound or outbound segment of the travel), only if they are taken at the same location.

Payment of stopovers. Hotel accommodations during stopovers will be reimbursed under the same rules as hotel reimbursement for mission travel. A subsistence allowance will be payable for the stopover based on the U.S. State Department (USSD) per diem rates for the stopover city and applicable in-and-out expenses will be reimbursed. Only stopovers actually taken will be paid.

Hotels and Accommodation

Standard of accommodation. The standard of hotel accommodation is standard single rate rooms.

Highest Negotiated Rate (HNR). The HNR is the highest negotiated rate of accommodation for a standard single rate room in a hotel on the Fund's preferred hotel list. (For more information contact Sponsoring Department.) In the event there is no preferred hotel in the capital city, the historical average actual expenditure will be the HNR.

Reimbursement of hotel expenses. Hotel expenses will be reimbursed at actual costs up to the HNR plus 20 percent, upon provision of receipts. Rates in excess of the HNR plus 20 percent will require departmental pre-approval. Expenses above the HNR plus 20 percent will be the responsibility of the traveler, unless a copy of the written approval from Sponsoring Department is attached to the expense claim.

Payment for accommodations. Travelers will normally need to guarantee hotel reservations and make payment for such accommodations using their personal credit cards.

No-Show charges. It is the responsibility of travelers to be aware of hotel reservations made on their behalf and, in case of changes in plans, to cancel them in sufficient time to avoid no-show charges. Except in exceptional circumstances, the payment of such charges is the responsibility of the traveler. Travelers are required to obtain cancellation numbers either from the hotel or travel agency in order to ensure reimbursement.

Subsistence allowance.

A subsistence allowance will be paid for each day on travel status as follows:

- For the day of departure from the duty station, the rate equal to two-thirds of the U.S. State Department (USSD) per diem rates at the primary mission city .
- For *en route* travel days, except stopovers and in-between mission days, the rate equal to the USSD per diem for the primary mission city to which you are traveling.
- For stopovers and in-between mission days on back-to-back missions, the rate equal to the USSD per diem for the city where the stopover(s) or in-between days are taken.
- At the mission city, the rate equal to the USSD per diem for the mission city.

- For one-day business trips outside the duty station's metropolitan area, the rate is equal to two-thirds of the USSD per diem for the mission city.

Other travel expenses

In-and-out expenses.

In-and-out expenses (portage, taxis, buses, mileage, parking, etc.) at the duty station, mission site, authorized stopovers and authorized in-between mission stops will be paid at actual costs against receipts up to a maximum of \$75.00 each way. A flat rate of \$20.00 each way will be paid to experts who do not present a receipt. Costs above the ceiling require departmental approval.

Airport departure taxes.

Airport departure taxes paid directly by the traveler (and not incorporated in the cost of the ticket) will be reimbursed against receipts.

Family contact allowance.

Notification allowance has been replaced with a family contact allowance.

A family contact allowance of \$5.00 will be paid for each day on official travel including official en route days, stopovers, and official mission days, up to a limit set up by the Sponsoring Department. No evidence of actual expenses incurred will be required, but no claims for personal communication costs higher than the family contact allowance will be approved.

In-city transportation.

In-city transportation costs will be reimbursed at actual costs against receipts, up to \$75.00 per day. Costs above the ceiling require departmental approval.

Incidental expenses. Incidental expenses incurred, such as communication charges for official business, secretarial and clerical services, passport and visa charges, and other reasonable and necessary expenses related to official travel are reimbursable provided that such expenses are itemized on the expense report.

Gratuities to drivers. Gratuity is not reimbursable to experts.

Travel Insurance.

The expert will be covered by the travel accident and personal effects insurance described in GAO 12, Rev 8, *Travel Insurance*.

Excess Baggage.

The Fund normally will **not** reimburse the cost of excess baggage in business class, so please keep your baggage within the entitlement allowed by the airlines.

Visas.

The expert should ascertain visa requirements (including stopovers) and attempt to obtain all necessary visas prior to departure. Normally, the letter of appointment will suffice to confirm the expert's affiliation with the Fund and to establish the official purpose of trip. Occasionally, embassies or consulates may require additional confirmation or a formal visa request from the Fund.

If the country of assignment is not represented in the expert's home country, or if the expert comes to Washington, D.C. for pre-mission briefing, the Fund, through its Transportation office, may assist with obtaining the necessary visas. In many cases, visas are issued upon arrival in the country; the Fund will make advance notification of the names of the mission members, including experts, where required.

Air Shipment/Transit Insurance.

For experts whose appointment requires a stay of two consecutive months or more in the country of assignment, personal effects may be sent by air cargo or air freight up to 90 kilos (200 pounds) gross. The Fund will pay shipping expenses, including packing, pick-up and delivery. In addition, the Fund will provide transit insurance against loss of, or damage to, these goods while in transit from the home city to the city of assignment, up to a maximum insured value of US\$2,500.

Experts should contact the Transportation Section's Shipping Unit (Jthakral@imf.org or via telephone (202)-623-9387) to confirm if they plan to arrange and pre-pay for their own shipping arrangements.

Experts who make their own arrangements should include and attach to the *Travel Claim form* (TRE-167, Rev. 1) copies of all **paid** invoices along with any other shipping-related documents. The Fund will reimburse the expert up to the maximum cost of shipping their weight entitlement on a door-to-door basis. **Note:** Customs duties and/or taxes (if applicable) are not reimbursable by the Fund. And, any excess over the maximum weight/cost limit will be to the experts personal account.

For experts who prefer to have the Fund arrange shipping, please contact the Transportation Section, Shipping Unit as soon as possible via Email (Jthakral@imf.org or via telephone (202)-623-9387).

If an expert wishes the Fund to arrange insurance coverage for his personal effects while in transit, he should complete an application for Transit Insurance Coverage and return it to the Fund **prior to** the dispatch of his shipment. For that purpose, a form will be enclosed in his appointment package.

Travel Claim.

Immediately following completion of the expert's official travel, the travel claim and Certification of Duty Days forms (CDD) should be sent for certification to the Sponsoring Department as indicated on claim form. All legible copies of airline ticket stubs, boarding passes, taxi receipts, hotel bills, and receipts for other reimbursable expenses **must** be attached. The expert should retain copies for his records until the claim has been settled.

Incidental expenses should be itemized and supported by original receipts, otherwise they will not be reimbursable. Reimbursable incidental expenses include, but are not limited to, the expert's pre-assignment medical examination; required inoculations; courier charges; telex, telephone, or facsimile expenses incurred as a result of his appointment by the Fund; and visas, passport fees, and photographs. Representation expenses, bank fees and personal phone calls will **not** be reimbursed by the Fund.

The Fund will not make final payment of remuneration until all travel claims have been settled with the Fund.

Travel claims should be submitted within two weeks after completion of your mission. Unless otherwise agreed with the Fund, all documentation must be submitted with 90 days after the end of your assignment. Travel claims will be denied to the extent they are received, or remain unsubstantiated, after the 90-day period. Travel advances that are not supported by a timely travel claim must be repaid, and the Fund will make an appropriate deduction from final remuneration.

Reimbursement in U.S. dollars will be calculated from local currency stated on receipts. The Fund will use the daily U.S. dollar exchange rate maintained in the Fund's financial system for dollar transactions, unless the exchange rate into U.S. dollars for the major part of the expenses is submitted.

Payments are made only in U.S. dollars into expert's personal bank account via electronic transfers.

VI. Medical Insurance

During their appointment by the Fund, experts will be automatically enrolled in a short-term medical insurance plan. The cost of this insurance is borne fully by the Fund. A summary of the plan and other relevant documentation, including claim procedures and forms, will be enclosed in the appointment package.

VII. Workers' Compensation Program

Experts of the Fund will be automatically covered by the Fund's workers' compensation program for injury, illness or death arising out of, and in the course of, their appointment by the Fund. This coverage, which is provided at no cost to the expert, pays in full the medical costs incurred as a result of Fund work-related illness or injury. It also provides benefits in the event of permanent Fund work-related for partial disability or total disability.

Any Fund work-related injury or illness should be reported immediately to the HRC-Field Team. Claims should be filed within 30 days of the accident or onset of the illness and must be accompanied by a report from the expert's physician providing a full diagnosis, an account of the treatment given, and an explanation of the extent of the expert's illness or injury and how it occurred. Please note that this policy does not cover non-work-related illness or injury; these may be covered by the provisions of the expert's short-term medical insurance (See Section VI).

VIII. Medical Travel

Non-Emergencies. It is possible that during his appointment by the Fund an expert develops a medical condition which, although not life threatening, cannot be adequately treated locally or for which treatment cannot be postponed. In such a case, the Fund will cover the cost to obtain treatment at the nearest adequate facility.

Requests for non-emergency medical travel must be submitted **in advance** of travel to the Fund's Medical Advisor through the HRC-Field Team. A medical report from the expert's treating physician, providing a full diagnosis of the expert's condition, an account of the treatment given so far, and the reasons for recommending non-emergency medical travel should be sent to the Health Services Department (Ms. Mary Pim Margulies, World Bank, Room MC2-450) with a copy of the request.

If the Fund's Medical Advisor approves non-emergency medical evacuation, travel will be authorized to the nearest location that offers adequate medical facilities. The expert may chose to travel to an alternate location (subject to Fund approval) but the travel costs and allowances that he will receive will be based on the nearest location--or the alternate location, if less expensive.

Depending on the circumstances and length of the assignment, the Fund may determine that it is preferable to repatriate the expert and terminate the assignment.

Emergencies. If the expert has a medical emergency requiring immediate treatment that is not available in the country of assignment, the Fund will evacuate him to the nearest location that has adequate medical facilities. (A medical emergency is defined as a serious and sudden condition, resulting from a major illness or injury, that requires immediate intervention to prevent a life--threatening situation or permanent disability.) The Fund uses the services of International SOS to evacuate seriously ill or injured experts who, in the opinion of the local physicians and of the Fund's Medical Advisor, need to be evacuated immediately from the country of assignment. The destination will be determined by the Fund's Medical Advisor, in consultation with the company. Details on the procedures and the geographical regions serviced by each company appear in the accompanying literature and on the Medical Emergency Card. **All medical emergencies should be reported immediately to the HRC-Field Team.**

Benefits. Benefits paid for medical travel include: the cost of direct economy class air travel (business class or air ambulance, if necessary, in the case of emergency medical travel), and the standard per diem allowance applicable to the location selected for medical treatment (or the alternate location, whichever is less); when the expert is to be hospitalized, the maximum number of days will be determined by the Fund in consultation with the Fund's Medical Advisor.

Actual medical expenses, such as hospitalization and doctors' and surgical fees are covered under the expert's medical insurance (see Section VI) or, if work-related, through the Fund's Workers' Compensation Program (see Section VII).

IX. Leave

Experts whose appointment is for at least three consecutive months in the country of assignment will be entitled to two days of annual leave for each month of service. If the leave is not used in the course of the assignment it will be payable at the end of the appointment as a lump sum, based on the rate of remuneration. Leave entitlements do not apply to experts paid on a daily basis.

X. Privileges and Immunities

All technical assistance experts of the Fund are entitled to the privileges and immunities accorded to employees of the Fund under Article IX of its Articles of Agreement and, with respect to many member countries of the Fund, under the United Nations Convention on the Privileges and Immunities of the Specialized Agencies. These include immunity from legal process with respect to acts performed in their capacity as Fund experts; immunities from immigration restrictions, alien registration requirements, and national service obligations; and the same facilities as regards exchange restrictions and travel facilities as are accorded to foreign officials of comparable rank.

XI. Security at Post

The host government has primary responsibility for the safety of Fund experts on assignment in their territories. However, there are emergency situations, such as abrupt changes in government, civil disorders, wars or natural disasters, which could make the discharge of this responsibility difficult. In such emergencies, usually the Resident Representative of the United Nations Development Programme (UNDP), or a senior local official designated by the UN (both generically referred to as the UN Designated Official (UNDO)) will help to ensure the experts' safety. The United Nations will extend to Fund experts the same treatment and facilities that it provides to its own personnel in the event of an emergency provided they have registered with the UNDO upon posting and are properly documented as Fund employees in expert status.

The Fund's Field Security Office (FSO) regularly monitors the security situation throughout the world. The office is in daily contact with the UN Security Coordinator in New York and a number of other institutions to review potential security problem areas and coordinate necessary action. Experts may contact the Field Security Office through the Fund's 24-hour Security Operations Center (SOC) emergency telephone number (202) 623-6868. During week-day working hours, experts may also call the FSO directly at (202) 623-6174 or facsimile at (202) 623-6022.

If there is an emergency that could affect an expert's safety, the Fund may decide to take precautionary measures, such as instructing him to relocate temporarily to a safe haven in a nearby country or to return to his home country. Alternatively, the UNDO may decide to implement one of the following security plan phases:

- Phase One—Precautionary (experts are alerted to possible problems)
- Phase Two—Restricted Movement (experts should go only from home to office)
- Phase Three—Relocation (experts may be relocated within or outside the country; dependents must depart)
- Phase Four—Program Suspension (experts will leave the country unless declared essential by the Fund).
- Phase Five—Evacuation (experts must leave the country)

Experts are expected to follow Fund FSO and UNDO security instructions and to accept any precautionary measures taken by the Fund or UN. Experts may also follow the evacuation instructions of their own embassy; in that case, however, they must communicate their decision immediately to the Fund FSO, UNDO, and to the Fund's HRC-FT.

If an expert refuses to comply with the Fund or UN's instructions, the Fund will not accept responsibility.

XII. Confidentiality

In carrying out their services during their appointment with the Fund, experts shall exercise the utmost discretion regarding all matters of official business. Moreover, experts shall not, either during and after the appointment, use for private advantage or disclose confidential information known to them by reason of the appointment, unless approved by the Fund.

XIII. Standard of Conduct

The expert is expected to observe the highest standards of ethical conduct in carrying out his duties for the Fund. He should strive to avoid even the appearance of impropriety in his conduct and avoid behavior that would reflect adversely on him or the Fund. In conducting his work, he is expected to treat others with courtesy and respect, and to comply with the Fund's policy on harassment; he is also expected to act with tolerance, sensitivity, respect and impartiality toward other persons' cultures and backgrounds.

The expert is expected to comply with all Fund policies regarding the use of Fund property, including the sending of electronic communications, and with all applicable restrictions on the use of software and other proprietary material made available to him by the Fund.

You may not accept any favor or gift from any government or from any other authority or person external to the Fund for, or with respect to, services rendered by you on behalf of the Fund.

While the Fund's Code of Conduct is not directly applicable to you as a contractual employee of the Fund, you may find it useful in helping you consider ethical issues with which you may be presented. The Code of Conduct is available on the Intranet, and from HRC-Field Team.

XIV. Honoraria

Experts are required to comply with the Fund's regulations regarding honoraria. Specifically, experts may not accept any honor, decoration, favor, gift, salary, allowance, bonus, or other form of remuneration from any government or from any other authority or person external to the Fund for, or with respect to, services rendered during the period of their appointment.

XV. Termination

The arrangements proposed above would remain in force for the period of the expert's appointment, which could be modified or extended for further periods through agreement between the Fund and the expert. The appointment of an expert can be terminated either by the Fund or by the expert upon advance written notice. The Fund may terminate this agreement, without cause, by giving the expert written notice. The required notice varies

proportionally with the length of the appointment. For appointments of up to four weeks, one day's notice must be given. One week's notice must be given for appointments lasting from one to three months, and two weeks' notice for appointments over three months.

Should the Fund terminate an expert's appointment for reasons other than illness, incapacitation, unsatisfactory performance or serious misconduct in the course of the appointment, the expert would receive an indemnity equal to one week's remuneration for each month of service not completed.

Should an expert's appointment so terminate, the Fund would pay the expert's repatriation expenses, in full or in part, only if it deemed such payment to be justified by the circumstances. In the event that an expert became ill or incapacitated, the Fund would have the option of terminating his appointment. In such an event, the expert would receive his regular remuneration through his last day of service but would not be entitled to any indemnity payment.

In the event the assignment is canceled, postponed or suspended before the scheduled start date in the country of assignment, the expert will not be entitled to any compensation, other than for days spent in preparatory work and/or travel status.

XVI. Settlement of Disputes

If an expert considers that the Fund has failed to meet any of its obligations to him under his letter of appointment, the expert may invoke the procedure for dispute settlement as described below.

(a) If you consider that the Fund has failed to meet any of its obligations to you under your employment contract, you may submit a written complaint to the Director of Human Resources stating the grounds of your complaint and the remedy you seek. This written complaint must be submitted to the Director of Human Resources no later than 90 days after the date you learned or could reasonably have learned of the alleged breach of the Fund's obligations. If your complaint is not resolved to your satisfaction by the Director of Human Resources within 30 days after you submitted your complaint, you may appeal the matter to arbitration by submitting your written complaint and a copy of the response of the Director of Human Resources, if any, to the Fund's designated arbitrator at the address shown in (c) below. The written complaint must be received by the arbitrator no later than 60 days after the response from the Director of Human Resources has been received or the deadline for a response has passed, whichever is earlier.

(b) Subject to the provisions of this paragraph, the arbitration will be conducted in accordance with the model employment procedures of the American Arbitration Association, by a neutral professional arbitrator designated by the Fund. The decision of the arbitration will be final and binding on both parties. The arbitrator may, in his discretion, award reasonable costs, including attorney's fees, in favor of a successful party, except that the Fund will be solely responsible for the arbitrator's fees,

stenographic expenses if any, and the costs involved in the attendance of any witnesses employed by the Fund.

(c) Until further notice, the designated arbitrator will be Mr. Nicholas Zumas, who is currently serving as chairman of the Fund's Staff Grievance Committee. Further information about the arbitration process may be obtained from the office of Mr. Zumas, International Monetary Fund, 700 19th Street, NW Room 5-556, Washington, D.C. 20431.

(d) It is understood that the Fund's agreement to submit disputes to arbitration in accordance with the above does not constitute a waiver of any of the privileges or immunities of the Fund, its property, or its assets.