

**RULES OF PROCEDURE  
FINANCIAL REGULATIONS  
STAFF REGULATIONS  
EMPLOYMENT CONDITIONS  
SCHEDULE OF GOVERNMENT CONTRIBUTIONS**



**BOBP/INF/18**

**BAY OF BENGAL PROGRAMME  
INTER-GOVERNMENTAL  
ORGANISATION**

*Rules of Procedure  
Financial Regulations  
Staff Regulations  
Employment Conditions  
Schedule of Government Contributions*

**B/18P** For Sustainable Fisheries  
**BAY OF BENGAL PROGRAMME**  
Inter-Governmental Organisation



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## FOREWORD

The member countries of the Bay of Bengal Programme (BOBP) during the Twenty-Fourth Meeting of the Advisory Committee of the BOBP held at Phuket, Thailand (13 – 16 October 1999) strongly endorsed the need to evolve a new regional mechanism, which has the ability, as the BOBP did, to address critical and important issues and concerns relating to coastal fisheries development and management, both at the policy and implementation levels.

The framework to initiate the process of institutionalisation was initiated by the BOBP and the drafts of the following documents were circulated to member-countries by the FAO Regional Office for Asia and the Pacific, Bangkok, Thailand in early May 2000:

- (i) *Rules of Procedure;*
- (ii) *Financial Regulations;*
- (iii) *Staff Regulations;*
- (iv) *Employment Conditions;*
- (v) *Proposed Schedule of Government Contributions to the Bay of Bengal Programme Inter-Governmental Organisation.*

Those draft documents were subsequently taken up for consideration and decision in the Meeting of Plenipotentiaries convened at Colombo, Sri Lanka (28 February -1 March 2002) for setting up the Bay of Bengal Programme Inter-Governmental Organisation (BOBP-IGO). The meeting was attended by representatives of the Governments of Bangladesh, India, Indonesia, Maldives, Sri Lanka and Thailand and representatives of the Legal and Fisheries Division of the Food and Agriculture Organization of the United Nations, Rome, Italy. The Rules of Procedure and related documents were agreed to by the Plenipotentiaries with minor amendments and were further endorsed by member-countries during the signing ceremony on 26 April 2003. The revised version is attached to this document.

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## **RULES OF PROCEDURE**

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**Rule I**  
***Representation***

1. Each Member-Country of BOBP-IGO shall appoint one representative to the Governing Council in accordance with the Agreement.
2. Each Member shall inform the Director prior to the opening of a Session of the Governing Council the name of its representative and of any experts and advisers.
3. Each Member shall designate a Liaison Officer who shall have primary responsibility for correspondence between the Member and BOBP-IGO. The Liaison Officer shall normally be the Member's Representative on the Governing Council. He may also be any other person so designated. The name of the Liaison Officer shall be communicated to the Director.

**Rule 2**  
***Regular Sessions of the Governing Council***

1. The Governing Council shall hold a regular meeting annually at such time and place as it may determine.
2. Notice of the convening of a regular meeting shall be despatched by the Director to all Members, to the Food and Agriculture Organization of the United Nations (FAO) and to any non-member State, international fisheries commission or other organisation invited by the Governing Council to send observers to the Meeting. Such notice shall be despatched not less than 90 days before the date fixed for the opening of the Meeting.

**Rule 3**  
***Special Session of the Governing Council***

1. The Governing Council may hold special sessions if it so decides or at the request of two-thirds of the members. Requests by Members for the convening of a special session in accordance with Article 8.4 of the Agreement shall be addressed to the Chairman of the Governing Council.
2. The time and place of special sessions shall be determined by the Governing Council or by the Chairman as the case may be.

3. Notice of the convening of a special session shall be despatched by the Director to the same addresses as prescribed in Rule 2.2 not less than 30 days before the date fixed for the opening of the session.

#### **Rule 4**

##### ***Representative of the Food and Agriculture Organization of the United Nations***

The Governing Council shall invite a representative from the Food and Agriculture Organization of the United Nations to participate in all its sessions but without the right to vote, in accordance with the Agreement. Such representative may be accompanied by experts and advisers.

#### **Rule 5**

##### ***Observers***

The Governing Council may invite non-member States, international fisheries commissions or any organisations that are able to make a significant contribution to the activities of BOBP - IGO to send observers to regular or special sessions. Observers may, with the authorisation of the Chairman, address the meeting to which they are invited and otherwise participate in its work, but without the right to vote.

#### **Rule 6**

##### ***Election of the Chairman and Other Officers***

1. At each Regular Session, the Governing Council shall elect a Chairman and a Vice-Chairman who shall hold office for the period beginning at the commencement of the Regular Session of the Governing Council and ending at the commencement of the subsequent Regular Session.
2. The Chairman and the Vice-Chairman may not be elected for more than two consecutive terms.
3. In the absence of the Chairman, the Vice-Chairman shall exercise the functions of the Chairman.

#### **Rule 7**

##### ***Functions of the Chairman***

The powers and duties of the Chairman shall be:

- a. To declare the opening and closing of each Session of the Governing Council.

- b. To direct discussions at meetings and to ensure observance of these rules.
- c. To accord the right to speak and to limit the time allowed to speakers.
- d. To rule on points of order, subject to the right of any Representative to request that any ruling by the Chairman be submitted to the Governing Council for decision.
- e. To call for votes and to announce results.
- f. To sign on behalf of the Governing Council a report of the proceedings of each session of the Governing Council for transmission to Members.
- g. Generally to perform any function assigned to him by the Governing Council.

## **Rule 8**

### ***Agenda***

1. A provisional agenda for each regular or special session shall be drawn up by the Director in consultation with the Chairman and shall be despatched together with the notice specified in Rule 2.2 or Rule 3.3 as the case may be.
2. Proposals for the addition or deletion of items in respect of the Provisional Agenda shall be addressed by the Member to the Director who shall, if time permits, despatch them to Member-States and observers before the opening of the Session.
3. In accordance with the Agreement, any proposal for amendment must reach the Director at least one hundred and twenty days before the opening day of the session at which it is to be considered. Any proposal concerning amendments to the Agreement must be despatched to members at least ninety days before the Regular Meeting or thirty days before the Special Meeting at which the proposal is to be considered.

## **Rule 9**

### ***Quorum***

A majority of the members of the Governing Council shall constitute a quorum.

## **Rule 10**

### ***Voting***

1. Each Member shall have one vote.
2. Except as otherwise expressly provided for in the Agreement, all decisions of the Governing Council shall be taken by a majority of the votes cast.
3. Decisions of the Governing Council shall be taken as provided for in the Agreement.
4. The Governing Council shall endeavour to reach its decisions by consensus without having to resort to formal voting.
5. Voting, if required, shall normally be by a show of hands unless a Representative requests a vote by roll call. A roll call vote shall be conducted in the alphabetical order in English of the names of the Members. The name of the first Member to be called shall be designated by lots drawn by the Chairman.
6. Any matter may be decided by secret ballot if the Governing Council so decides.
7. If the circumstances so require between sessions of the Governing Council, the Chairman may decide that voting shall be done by mail or other means of communication. The vote of each Member shall be communicated to the Chairman by the Liaison Officer.
8. The right to vote of a Member who is in arrears shall be subject to the provision of the Agreement.

## **Rule 11**

### ***Public and Private Meetings***

Plenary meetings of the Governing Council shall be open to the public unless the Governing Council decides otherwise.

## **Rule 12**

### ***Languages***

1. The proceedings of the Governing Council shall be conducted in English.
2. All documents prepared for or emanating from the Governing Council shall be in English.

### **Rule 13**

#### ***Secretariat***

1. The Director shall prepare and organise the sessions of the Governing Council and any subsidiary body, which it may establish. He shall provide the secretariat for such Meetings and shall attend all sessions of the Governing Council.
2. The Director and any staff member designated by him shall participate, without the right to vote, in the discussions of the Governing Council and of any subsidiary body established by it.

### **Rule 14**

#### ***Reports***

1. A report of each session of the Governing Council shall be approved by the Council.
2. Reports shall, at the request of the Member or members concerned, also reflect minority views.
3. Reports of the Governing Council shall be despatched by the Director to all members, or to the other countries listed in the Annex to the Agreement and to any observer(s) present at the relevant session.

### **Rule 15**

#### ***External Auditor***

The Governing Council shall appoint an external auditor to examine and report annually on the accounts of BOBP- IGO. The auditors shall be appointed under the terms and conditions agreed by the Governing Council.

### **Rule 16**

#### ***Subsidiary Bodies***

The Governing Council may establish such subsidiary bodies at it deems necessary. The terms of reference and membership of subsidiary bodies shall be determined by the Governing Council.

### **Rule 17**

#### ***Application***

The foregoing Rules of Procedure shall apply to all Meetings of the Governing Council and *mutatis mutandis*, to meetings of the Technical Advisory Committee and to any subsidiary body which may be established by the Governing Council.

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## **FINANCIAL REGULATIONS**

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## **FINANCIAL REGULATIONS OF THE BAY OF BENGAL PROGRAMME INTER-GOVERNMENTAL ORGANISATION**

The following Regulations shall govern the financial administration of the Bay of Bengal Programme Inter-Governmental Organisation (hereinafter referred to as “the Organisation”) under the agreement on the Establishment of the Bay of Bengal Programme Inter-Governmental Organisation (hereinafter referred to as “the Agreement”).

### **Regulation 1**

#### ***Financial Period***

The financial period of the Organisation shall be the calendar year (January – December).

### **Regulation 2**

#### ***Budget***

1. The Director shall be responsible for the financial management of the Organisation. He shall prepare and submit to the regular session of the Governing Council budget estimates for the ensuing financial period.
2. The budget estimates shall be despatched by the Director to members of the Governing Council not less than sixty days before the date fixed for the opening of the annual regular session of the Governing Council at which they are to be considered. The budget estimates shall be accompanied by such information and explanatory notes as may be requested by the Governing Council or deemed necessary by the Director.
3. The budget estimates shall cover income and expenditures for the financial period to which they relate and shall be presented in United States dollars.
4. The budget estimates shall be divided by function into chapters and, when necessary, into sub- chapters.

### **Regulation 3**

#### ***Appropriations***

1. The appropriations voted by the Governing Council for the ensuing financial period shall constitute an authorisation to the Director to

incur obligations and make payments for the purposes for which the appropriations were voted, and up to the amounts so voted.

2. The Director may also incur obligations against future periods before appropriations are voted when such obligations are necessary for the continued effective functioning of the Organisation, provided such obligations are restricted to administrative requirements of a continuing nature, not exceeding the scale of such requirements as authorised in the budget of the current financial period.
3. Appropriations shall be available for obligations during the financial period to which they relate. Un-obligated appropriations at the close of the financial period shall be carried over and included in the budget for the next financial period, unless the Governing Council otherwise decides.
4. Transfers within the same chapter of the budget may be affected by the Director, who shall report thereon to the Governing Council.
5. Transfers from one chapter of the budget to another or any major budget revision must be approved by the Governing Council.

#### **Regulation 4** **Provision of Funds**

1. The appropriations for a financial period shall be financed by annual contributions made by Members of the Organisation pursuant to the Agreement.

#### **Regulation 5** *Funds*

For the purpose of accounting of expenditures of the Organisation, there shall be established a General Fund, a Reserve and such Trust Funds as the Governing Council may decide to establish from time to time.

#### **Regulation 6** *General Fund*

The following monies shall be credited to the General Fund:

- a) *Annual contributions from members of the Organisation, and*
- b) *Any other income accruing to the Organisation.*

**Regulation 7**  
***Reserve Fund***

1. A Reserve Fund shall be established.
2. In determining the regular budget, the Governing Council shall decide the amount thereof, which shall be deposited in the Reserve Fund.
3. The Reserve Fund shall be used to finance operations of the Organisation to the extent that annual contributions and/or revenue have not yet been received and for such other purposes as the Governing Council may determine.
4. Surplus income at the end of the financial period shall be transferred to the Reserve Fund.
5. The level of the Reserve Fund shall be reviewed by the Governing Council from time to time.

**Regulation 8**  
***Trust Funds***

The Director may accept on behalf of the Organisation voluntary contributions whether or not in cash from Members of the Organisation, or subject to the approval of the Governing Council, from other sources as may be approved by the Governing Council, provided that the purposes for which such voluntary contributions have been made are consistent with the policies, aims and activities of the Organisation. The Director shall establish Trust Funds to cover voluntary contributions and shall report thereon to the Governing Council.

**Regulation 9**  
***Accounts***

1. The Director shall maintain such accounts as are necessary and shall prepare a statement of accounts at the end of each year which shall show in United States dollars:
  - a) The income and expenditure of all funds
  - b) The status of appropriations, including;
    - i) *The original budget appropriations;*
    - ii) *The appropriations as modified by transfer;*
    - iii) *Credits, if any, other than the appropriations voted by the Governing Council; and*

- iv) *The amounts charged against those appropriations and other credits.*
- c) The assets and liabilities of the Organisation.
- 2. Separate accounts shall be maintained for all trust funds.
- 3. The Director shall submit to the auditors the accounts for each year not later than thirty days following the end of the year.

### **Regulation 10**

#### ***Custody of Funds***

The Director shall designate the bank or banks in which the funds of the Organisation shall be kept and report all such depositories to the Governing Council.

### **Regulation 11**

#### ***Investment of Funds***

- 1. The Director may make short-term investments of monies not needed for immediate requirements. He may make long-term investments of monies standing to the credit of Trust Funds in such manner as may be authorised by the Governing Council. Interest on the investment of monies standing to the credit of trust funds shall accrue to such Trust Funds.
- 2. The Director shall report periodically to the Governing Council on short-term and long-term investments.

### **Regulation 12**

#### ***External Audit***

- 1. The Governing Council shall appoint an external auditor who may be changed only by the Governing Council.
- 2. The auditor shall perform such an audit as he deems necessary to certify:
  - a) *That the financial statements are in accordance with the books and records of the Organisation,*
  - b) *That the financial transactions reflected in the statements have been in accordance with the Regulations and Rules, the budgetary provisions, and other applicable directives, and*

- c) *That the monies on deposit and on hand have been verified by certificates received directly from the Organisation's depositaries or by actual count.*
3. Subject to the directions of the Governing Council, the auditor shall be the sole judge as to the acceptance in whole or in part of the certifications by the Director and may proceed to such detailed examination and verifications as he chooses of all financial records, including those relating to supplies and equipment.
  4. The auditor and his staff shall have free access at all convenient times to all books of account and records which are, in the opinion of the auditor, necessary for the performance of the audit. Information classified in the records of the Director as confidential, and which is required for the purposes of the audit, shall be made available on application to the Director.
  5. The auditor, in addition to certifying the accounts, may make such observations as he deems necessary with respect to the efficiency of the financial procedures, the accounting system, the internal financial controls, and, in general, the financial consequences of administrative procedures. In no case, however, shall the auditor include criticism in his audit report without first affording the Director an opportunity of explanation to the auditor of the matter under observation. Audit objections to any item in the accounts shall be immediately communicated to the Director.
  6. The auditor shall prepare a report on the accounts certified, and on any matter on which the Governing Council by resolution thereon may from time to time give specific instruction.
  7. The auditor shall submit his report to the Governing Council not later than ninety days following the end of the year to which the accounts relate.

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## **STAFF REGULATIONS**

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## **STAFF REGULATIONS OF THE BAY OF BENGAL PROGRAMME INTER-GOVERNMENTAL ORGANISATION**

For the purpose of these regulations:

- a. “Organisation” means the Bay of Bengal Programme-Inter-Governmental organisation (BOBP-IGO)
- b. “Agreement” means the agreement for the establishment of BOBP-IGO.
- c. “Member Country” means a country, which is a member of BOBP.
- d. “Council” means the Governing Council of BOBP- IGO.
- e. “Director” means the Director of BOBP-IGO.
- f. “Employee” means any person who is employed by the Organisation, whether by contract or otherwise, but does not include short-term consultants or persons paid a fee.
- g. “Local employee”, means any employee who is a citizen or permanent resident of the host country.
- h. “Overseas-recruitment employee” means any employee other than a Local employee.
- i. “Support staff” includes sub-professional, secretarial and clerical staff, plus drivers and messengers.
- j. “Professional staff” means all employees other than Support Staff.
- k. “Dependent child” means an unmarried child of an overseas-recruited employee who is under the age of nineteen, who is enrolled in and undertaking full-time secondary studies, or under the age of twenty-six if enrolled in and undertaking full-time studies from a university or comparable institution, and is financially dependent on that employee.
- l. “Overtime” means the number of hours worked in any one day/ week/month in excess of the normal number of working hours stipulated in Rule 6.3.
- m. “Leave” means any period during which an employee of the Organisation is permitted to absent himself from duty.

## *Scope and Purpose*

The Staff Regulations embody the fundamental conditions of service and the basic rights, duties and obligations of the staff of BOBP - IGO. They represent the broad principles of personnel policy for the staffing and administration of the Organisation as approved by the Council. The Director, as the Chief Administrative Officer, shall establish such additional staff rules as he considers necessary, to implement the Staff Regulations.

### **1.0 Duties, Responsibilities and Privileges of Staff**

#### ***1.1 Outside activities and interests***

1.1.1 No employee may at any time engage in any activity or in any occupation inconsistent with the interests or activities of the Organisation.

#### ***1.2 Disclosure of information***

1.2.1 No employee is to disclose interests and other activities of the Organisation to the press, radio or other public media. Such communications are only to be released by the Director or through his specific directions. Any employee who contravenes this rule may be subject to disciplinary action.

1.2.2 No employee is to participate in talks or issue statements to the press or other public media or accept invitations to broadcast on any subject relevant to the business of the Organisation, without obtaining prior permission from the Director.

1.2.3 In general, no information, views or actions pertaining to the Organisation should be discussed with anybody who does not have a need to know without the prior approval of the Director. At all times, employees must use their judgement in conveying information or talking about the work of the Organisation to ensure that confidentiality is preserved.

#### ***1.3 Privileges and Immunities***

1.3.1 Employees shall be entitled to privileges and immunities in accordance with the system of Privileges and Immunities practised between the Organisation and the Government of India. Such privileges and immunities shall not be accorded to any representative, national or permanent resident of India.

## **2.0 Classification of Posts and Staff**

- 2.1 The Director shall arrange to classify posts and staff according to the duties and responsibilities required. He will outline qualifications and profiles for all positions for the approval of the Governing Council.
- 2.2 Posts in the Organisation shall be classified into three categories namely:
- a. *Director*
  - b. *Professional*
  - c. *Support staff*
- 2.3 Subject to the availability of funds, the Director may, for the special purpose, establish posts on a temporary basis at monthly salary commensurate with the duties and responsibilities attaching to the post, provided that any such post shall not exceed six months.

## **3.0 Salaries and Allowances**

- 3.1 *The salary scales and allowances of the Organisation shall be determined:*
- a. *in the case of the Director, by the Council.*
  - b. *in the case of the employees, by the Council on the recommendation of the Director.*
- 3.1.1 Local employees shall be paid basic salaries only. They shall be eligible for allowances for duty travel as prescribed in these Regulations.
- 3.1.2 Overseas recruitment employees shall be paid an overseas allowance (dislocation allowance) at the time of recruitment at the following rates.
- a. *at unaccompanied rates of US \$ 2 400 for post levels 1 and 2, US \$ 2 850 for post level 3*
  - b. *at accompanied rates of US \$ 3 000 for post levels 1 and 2; and US \$ 3 600 for post level 3.*
- 3.1.3 The salary scales shall form Annex 1 to these Staff Regulations
- 3.1.4 An education grant for each dependent child may be provided as reimbursement for school and boarding fees up to a maximum of US \$ 2 500 per annum per child, but not to exceed actual costs.

## ***1.2 Methods of payment***

- 1.2.1 Salaries and allowances due to the employees of the Organisation shall be paid at the end of each calendar month.
- 1.2.2 Deductions from salaries and allowances shall be made for any indebtedness to the Organisation or any other institutions which are authorised by any written law to make deductions.
- 1.2.3 Under special circumstances and when deemed necessary, the Director may make advance payment of salaries and allowances for that month.

## **4.0 Appointments and Promotions**

- 4.1 The Director shall be appointed by the Council in accordance with Article 12 of the Agreement of the Organisation for a period of three years and upon such other terms and conditions as the Council may approve.
- 4.2 The Director shall appoint Professional and Support Staff to fill any vacant post. Support Staff posts shall be filled by nationals of the host country. But if persons suitably qualified are not available, nationals of any Member Country and resident in any Member Country may be appointed. Such persons shall not receive payment or reimbursement from the Organisation for transportation of personal effects or for travel expenses in respect of himself or any of his recognised dependents in connection with appointments, home leave or separation.
- 4.3 A candidate selected for appointment as the Director of the Organisation shall receive a Letter of Appointment signed by the Chairman of the Council, specifying the terms and conditions of his appointment. In the case of appointment of employees, a Letter of Appointment shall be signed by the Director specifying the terms and conditions of their appointment.
- 4.4 All candidates for appointments shall undergo medical examination at the expense of the Organisation either by a government medical practitioner or a registered medical practitioner designated by the Organisation to certify that the candidate is free from any defect or disease likely to interfere with the proper discharge of his duties.
- 4.5 There shall be annexed to the Letter of Appointment, a copy of the Staff Regulations as well as a medical examination form.

- 4.6 In accepting the appointment, a candidate shall declare in writing that he accepts the terms and conditions of the appointment.
- 4.7 The Letter of Appointment, with its annexes duly completed and certified, and the Letter of Acceptance duly signed, shall constitute his contract of employment.
- 4.8 The appointment of an employee shall take effect from the date on which he assumes duty and he shall draw salary from that date.
- 4.9 *An employee shall be eligible for confirmation:***
- a. *upon completion of one year of service for Professional Staff;*
  - b. *upon completion of six months of service for Support Staff.*
- 4.10 At the end of the first year of appointment, or at any time thereafter, a report of the performance and conduct of an employee shall be made by the Director, or such other employees to whom the Director shall have expressly designated his authority in respect of any employee.
- 4.11 Where an unsatisfactory report has been made, an employee shall be given the opportunity of discussing with the Director the report made on him under Rule 4.10 before any action is taken under Rule 5.2.2.
- 4.12 An employee of the Organisation is required to perform and discharge the duties of his appointment and shall devote his whole time and attention to such duties and shall obey the lawful orders and directions of the Organisation, his immediate Supervisor to whom he is responsible, and any other duties which he may be called upon to perform.
- 4.13 All appointments under the service of the Organisation are non-pensionable. Employees of the Organisation may be required to contribute monthly to the employees' Provident Fund at rates prescribed under Rule 10.1.1.

## **5.0 Separation from Service**

Grounds for separation from service are as follows:

- a) *Resignation*
- b) *Termination*
- c) *Retirement*
- d) *Death*

## **5.1 Resignation**

5.1.1 The Director may resign from the Organisation subsequent to giving six months' advance notice in writing. Should compelling reasons prevent him from tendering such notice he shall pay two months' salary and allowances to the Organisation in lieu thereof.

5.1.2 An employee may resign from the Organisation upon giving the Director advance notice in writing as follows:

- a) *For Professionals, three months' notice if an employee is confirmed in his appointment.*
- b) *For Support Staff, one month's notice if an employee is confirmed in his appointment.*
- c) *One month's notice if an employee is on probation.*

5.1.3 In lieu of the requisite period of notice, the employee concerned shall pay a month's salary and allowances to the Organisation.

## **5.2 Termination**

5.2.1 The Director may propose to the Council to terminate the appointment of an employee if either the necessities of the service require abolition of the post or reduction of the staff, or if the services of the individual cease to be satisfactory, or if he, for reasons of health, is incapacitated for further service. In the case of Support Staff, such action shall be taken at the discretion of the Director.

5.2.2 An employee whose appointment is terminated shall be entitled to notice as follows:

- a) *Three months' notice, if the employee has been confirmed in his appointment.*
- b) *One month's notice, if the employee is on probation.*

5.2.3 In lieu of the requisite period of notice, the Organisation shall pay the employee concerned one month's salary and allowances.

5.3.4 If there are reasonable grounds to believe that an employee is involved in the misappropriation of the Organisation's funds or that he has been guilty of serious misconduct, the Director may suspend the employee forthwith for a period of up to ninety days, with fifty per cent pay or without pay in very grave cases. The employee may appeal this decision to the Director within fifteen days of receiving

notice thereof. Within fifteen days of receiving the appeal, the Director shall appoint two independent persons to conduct an inquiry during which the employee shall be heard. They shall submit a report, including a recommendation, to the Director within thirty days after their appointment. Within fifteen days thereafter the Director shall decide whether to reinstate the employee or to confirm the dismissal with or without notice of payment in lieu thereof, and in cases of misappropriation, whether to request that the appropriate authorities initiate criminal proceedings.

### **5.3 Retirement**

5.3.1 The normal retirement age shall be sixty.

### **5.4 Death**

5.4.1 In the event of the death of an employee, the Council shall determine on the recommendation of the Director whether a gratuity should be paid to the next-of-kin and if so, the amount of such gratuity.

### **5.5 Handover of responsibilities**

5.5.1 An employee of the Organisation upon resignation, termination or retirement shall be required to affect a smooth handover of his responsibilities including the Organisation's properties and documents in his possession prior to the effective date and prior to the release of his final emoluments.

## **6.0 Holidays and Hours of Work**

6.1. The Organisation shall adopt the official holidays designated by the United Nations for UN agencies in the host country.

6.2. At the beginning of each calendar year, the dates of these official holidays will be communicated by the Director to the employees in an office circular.

6.3 The number of working hours of the Organisation shall be forty hours per week.

## **7.0 Overtime**

7.1 Employees may be required to work overtime by the Director or their immediate Supervisors, when exigencies of the service so require.

- 7.2 Employees may also be required to work on official holidays when exigencies of the service so demand.
- 7.3 Work performed on an official holiday shall be treated as overtime. Nevertheless, if the Director sets another working day to be observed as a holiday instead, time worked on the official holiday shall not be treated as overtime except such time as may be worked in excess of the normal working hours stipulated in Rule 6.3.
- 7.4 Support staff who are required to work in excess of the established working hours shall be given compensatory time off, only if such overtime work was approved in advance.

## **8.0 Leave**

### **8.1 Leave**

- 8.1.1 It is a condition of all leave granted, except leave on medical grounds, that its grant is subject to the exigencies of the service and may at any time be rescinded by the Director who is the approving authority.
- 8.1.2 An employee who is absent without leave shall be required to show cause of absence.
- 8.1.3 Leave, which may be granted to employees, is classified under the following headings:
- a) *Leave granted in respect of service, namely, annual leave.*
  - b) *Leave on medical grounds, namely, sick leave and extended medical leave.*
  - c) *Home leave for the Director and the Professional Staff who are not nationals of the host country where the Organisation is located.*
  - d) *Special leave for employees for study and research or any other important reason*

### **8.2 Annual leave**

Annual leave is leave on full pay granted in respect of qualifying service in any one calendar year.

- 8.2.1 Annual leave shall be calculated for all employees at the rate of 2.5 working days for each calendar month of qualifying service or pro-rata for any uncompleted month.

- 8.2.2 All employees, other than overseas-recruited employees, should take annual leave in the year in which it accrues. Leave is not to be accumulated from one year to another without specific authority from the Director, who can approve the carryover of up to fifty per cent of the annual leave entitlement.
- 8.2.3 Annual leave which would lapse may nevertheless be carried forward to the succeeding year when due to exigencies of service, an employee of the Organisation is prevented from taking leave for which he has applied in due time.
- 8.2.4 The Director may approve the anticipation of up to fifty per cent of annual leave entitlement, subject to refund on resignation if necessary, provided that in the first year of employment the amount that can be approved is proportionate to the period of service.
- 8.2.5 Overseas-recruited employees may accumulate their annual leave to a maximum of two years eligibility.
- 8.2.6 Payment of salary in lieu of annual leave will not be made except on resignation, or termination of contract not involving dismissal, and then only up to the limit approved by the Director in terms of Rule 8.2.2.

### **8.3 *Leave on medical grounds***

- 8.3.1 Leave on medical grounds, or sick leave, is granted to an employee of the Organisation for periods certified by a Medical Authority and is granted on full pay without forfeit of leave of any other description.
- 8.3.2 “Medical Authority” for the purpose of this Chapter, means a registered medical practitioner approved by the Director.
- 8.3.3 Employees of the Organisation shall inform the Director or immediate supervisor as soon as possible of absence due to illness or injury.
- 8.3.4 Sick leave may be granted up to a maximum of three months on full salary and three months on half-salary in any period of 12 consecutive months provided that the amount of sick leave taken in any four consecutive years does not exceed 18 months (nine months on full salary and nine months on half salary).
- 8.3.5 When the Director or an employee of the Organisation is certified by at least two Medical Authorities to be unfit and his unfitness is

likely to prove permanent, the Council in the case of the Director, or the Director in the case of an employee, will consider whether he would be required to retire from the service.

- 8.3.6 When a Medical Authority certifies that an employee of the Organisation is unfit for duty but there is reason to believe that he will later become fit for further service, the Director may grant the employee such leave as may be due to him. Should his eligibility for such leave in accordance with Rule 8.3.4 and annual leave have been exhausted, the employee may be granted leave without pay.

#### **8.4 *Maternity Leave***

- 8.4.1 An employee of the Organisation with at least one year's continuous service may be granted maternity leave for two calendar months on full pay. If at the completion of this period, the Medical Authority certifies that further sick leave is necessary, such additional leave will be granted as sick leave under Rule 8.3.4.

#### **8.5 *Home Leave***

- 8.5.1 Overseas-recruited employees shall be entitled to home leave after every two years' service for the purpose of spending the substantial period of accrued annual leave in the country where they are ordinarily resident at the expense of the Organisation in accordance with the provisions of Chapter 9.
- 8.5.2 An employee shall be eligible for home leave provided his service is expected by the Director to continue at least six months beyond the date of his return from any home leave.

#### **8.6 *Special Leave***

- 8.6.1 The Director may grant any employee special leave without pay for up to a maximum period of one year for the purpose of further study and research in the interest of the Organisation for an extraordinary personal reason.

### **9.0 *Travel and Travel Expenses***

#### **9.1 *Travel***

- 9.1.1 The Organisation shall pay the travel expenses of an employee in the following circumstances:
- a. *When required on official business;*

- b. *On official appointment and on separation from service for overseas- recruited employees; and*
- c. *On home leave.*

## **9.2 Official travel**

- 9.2.1 The Director shall be entitled to travel at business class rates when on official business. Employees are entitled to economy class travel only. Travel shall be by the most direct and economical route and mode of transportation.
- 9.2.2 When an employee is authorised to travel at the expense of the Organisation the following travel expenses shall be paid or reimbursed by the Organisation.
  - a. *Transportation expenses.*
  - b. *Terminal expenses shall be deemed to include all expenditures for transportation between the airport and other points of arrival or departure and the hotel or other dwelling.*
  - c. *Travel subsistence allowance according to the prevailing UN schedule for per diem travel allowance.*
- 9.2.3 An employee when authorised by the Director to use his personal transport for official travel may claim mileage allowance. The rate of reimbursement shall be in accordance with UN standard rates.

## **9.3 Travel and appointment and separation from service**

- 9.3.1 Passage and travel expenses of overseas-recruited employees and their dependents from the country where they are ordinarily resident to duty station to assume office and return after completion of service with the Organisation shall be paid by the Organisation.
- 9.3.2 If, however, an overseas-recruited employee resigns or is dismissed before he completes twelve months of service with the Organisation, the employee shall meet complete repatriation expenses.
- 9.3.3 Spouse and dependent children are expected to accompany an employee when taking up appointment or at the time of the termination of service with the Organisation. However, under special circumstances at the direction of the Director, family members of the employee may travel separately, provided they undertake the travel within six months of the employee's joining the Organisation or within one month of his leaving.

- 9.3.4 Employees to be hired for a year or longer may be authorised shipment of personal effects and household goods by the most economical means of transportation including shipment by air as determined by the Director up to a maximum of:
- a. 500 kg for the employee;
  - b. 250 kg for the first eligible family member; and
  - c. 100 kg each for every additional family member authorised to travel at Organisation's expense.
- 9.3.5 An overseas-recruited employee shall be entitled to an installation grant equivalent to one month's DSA at UN rates for the employee. In addition, half of the DSA allowance may be authorised for up to a maximum of three eligible dependents (spouse and two children) for whom travel expenses have been paid by the Organisation.

#### **9.4 Home Leave**

- 9.4.1 The Organisation shall also pay travel expenses for the dependents of the employee of the Organisation who is eligible for home leave, the total of which shall not exceed three adults' fees when they accompany the employee of the Organisation on home leave, provided they have resided continuously in the area of the duty station for more than one year prior to such leave.

### **10.0 Social Security**

#### **10.1 Provident Fund**

All employees shall contribute to a Provident Fund seven per cent of their salaries exclusive of any allowances, and the Organisation shall contribute an amount equivalent to fourteen per cent of their salaries. The amounts shall be placed in an interest-bearing account held with an established bank and shall be released only to the employees themselves as and when their entitlements mature, *i.e.* when they resign or are separated from the Organisation. Participation covers all employees holding permanent appointments.

#### **10.2 Accident and Health Insurance**

10.2.1 Employees may opt to participate on a cost-sharing basis in life and accident plans to be arranged by the Organisation.

10.2.2 Employees may opt to participate in an available local health insurance plan for which the Organisation shall provide a subsidy at a rate to be determined on the basis of the employee's age and remuneration.

**BOBP - IGO Salary Scale (Monthly rate in US dollars)**

<i>Level</i>	<i>I</i>	<i>II</i>	<i>III</i>	<i>IV</i>	<i>V</i>	<i>VI</i>	<i>VII</i>	<i>VIII</i>	<i>IX</i>	<i>X</i>
1	800	820	840	860	880	900	920	940	960	980
2	1000	1025	1050	1075	1100	1125	1150	1175	1200	1225
3	1400	1440	1480	1520	1560	1600	1640	1680	1720	1760

**Note:** *Incremental steps will be awarded to staff members after 12 months of satisfactory service; two steps may be awarded for superior or outstanding service.*

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## **EMPLOYMENT CONDITIONS**

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## **EMPLOYMENT CONDITIONS OF THE BAY OF BENGAL PROGRAMME INTERGOVERNMENTAL ORGANISATION**

### **I Employment Conditions**

It may be advisable to apply Special Service Agreements (SSAs) if for reasons of economy revised salary levels and employment conditions contained in the Study of Employment Conditions of the BOBP-IGO are put into effect. Under this arrangement all the terms of employment applying to the appointment should be included in the SSA, making it a complete self-contained document (FAO Special Service Agreement Form, Attachment 1). It needs to be kept in mind that this would not be a typical use of an SSA, which is normally limited to payment for services and not benefits.

The arrangement suggested above requires that the amount of salary be combined with the monetary value of the employment benefits into a lump sum. This need not, of course, preclude revision of the SSA during the period of its validity if and when significant changes take place. Whether to recognise and take into account any changes which may take place—such as changes in family status, the birth of a child, or possible additional eligibility for an education grant, would be at the discretion of management, taking into account the subscriber's value of the contribution to the work of the Organisation.

Arriving at an amount representative of total emoluments would involve the exercise of judgement in some instances in that the education grant and medical expense do not lend themselves to mere estimates. It may be that these allowances are best administered in accordance with actual expenditures rather than based on pre-estimates of expenditures. Furthermore, unless employment of rather extended duration is contemplated, benefits such as education grant, shipment of personal possessions, etc., should not be taken into account. A further constraint that cannot be ignored is that the budgeted amounts in the project document must be kept in mind. Thus, funding limitations will of necessity dictate action to some extent.

In summary, the grade definitions contained in the report cited in the paragraph above should be used as a guide to determine the level of remuneration. If the employment foreseen is for an extended period, a period of a year or more for example, the value of benefits, insofar as budgetary coverage will permit, would be determined and added to the

‘salary’ amount. The total would constitute the amount of payment. A period of service of a year or less would normally not need to take into account the value of employment benefits.

It is suggested that the form used by FAO for SSAs be applied to BOBP - IGO. The guidance provided above is not intended to imply that international professional appointments can no longer be made and that these should be superseded by SSAs during the life of BOBP - IGO as an FAO project. Reference to SSAs is made only where for reasons of economy or other reasons it is considered advisable to use a less formal employment mechanism.

## **II Guidelines for Dealing with BOBP - IGO Employment Problems in Preparing for the Future**

Preparation for managing and administering BOBP-IGO as a regional inter-Governmental organisation involves a number of preliminary actions, one of which will be dealt with in this note.

### **A. Privileges and Immunities**

The basic issue of privileges and immunities merits discussion. In the case of UN organisations a Headquarters Agreement covers these issues generally. The basic provisions are covered by a General Assembly Resolution applicable to all Member States. It happens occasionally that attempts are made by the governments to impose income taxes or to impose duties on the import of project equipment and supplies, but such difficulties can usually be put aside by reference to liaison, protocol and diplomatic channels. It is understood that at the moment there is reference to these issues in the project document. It is assumed that the Government will continue to extend import privileges for household goods, automobiles, etc and also to exempt staff from payment of income tax on salaries. It is most important that these privileges be extended since salary scales would have to be revised upward drastically if income taxes were to be applied, with disastrous effect on the project budget.

### **B. BOBP Staff Assigned to Countries Other than Headquarters**

At a future stage BOBP-IGO may possibly appoint staff to positions in countries other than India. It is suggested that the UNDP be contacted for assistance if there is a need for established salary scales and employment conditions in other countries. If such staff were to be nationals of the country concerned, it might not be necessary to think in terms of establishing new mechanisms.

The Government concerned and the UNDP office in the country could be asked for guidance.

### **C. Provident Fund**

Provident Fund schemes for BOBP - IGO will be based on the UN system. The UN General Assembly stipulates contributions and deductions at 14.10 per cent and 7.05 percent respectively.

### **D. Health and Accident Insurance**

The Organisation will negotiate a health and accident insurance policy for its headquarters and local project staff.

### **E. Living Allowance**

During discussion of the Study of Employment Conditions it was pointed out that a flat sum of US \$ 500 annual as a living allowance might not be adequate. It is likely that if numerous government staff are to be seconded, family circumstances will be too varied to be covered adequately by a single figure. It is suggested that some experience be gained and adjustments be made on that basis. The amount could serve as a minimum.

## **III The Administration of Staff Entitlements and Benefits**

### **A. Grade Levels**

BOBP – IGO Professional Staff should be appointed at the appropriate grade level, on the basis of duties and responsibilities, provided that minimum qualifications/ requirements are met. Job descriptions outlining the major duties and responsibilities and the requisite qualifications should be prepared. The characteristics of the three professional grade levels are shown below.

1. Grade Level 1, the lowest of the professional levels, should be used for persons having completed academic training preferably to the advanced degree level, in the appropriate field of scientific or technical specialisation or in the training or informatics as required. Normally a minimum of two or three years of relevant experience in an appropriate field of work should have been completed prior to recruitment. In terms of UN grades the duties and responsibilities are equivalent to the P1 and P2 levels.
2. Grade Level 2 should be used for staff performing fully independent scientific research or other work requiring general

direction only in the kind of work to be performed. Normally four to eight or nine years of relevant experience at the time of recruitment would be required. Such individuals should be able to advise and train research staff of institutions in participating countries. In terms of UN grades, the duties and responsibilities are equivalent to the P3 and P4 levels.

3. Grade 3 level should be used for high-level posts of a very senior level of responsibility for which 10 to 15 years of experience are required. For this as well as lower levels, the number of years of experience should not be accepted as the sole or even the primary criterion but rather as an indicative factor. The level and variety of experience, growth, progression and development of professional expertise and competence of the individual, in so far as this can be demonstrated in terms of scientific publications or the evaluation of research results, should if any thing receive more emphasis in the evaluation process than years of experience alone. Grade 3 level is the equivalent in terms of duties and responsibilities to the P5 grade level and the D-1 grade level.

#### **B. Probationary Period and Annual Step Increments**

The first year of service of any staff member appointed to a post at BOBP-IGO should be considered as a trial or probationary period. No extension of the period of service should be effected if there are strong reservations about the quality of performance of the person concerned. However, should there be any doubt or uncertainty at the end of the initial 12 months' appointment about the quality of performance, a short extension without the award of an incremental step may be considered in order that a thorough performance evaluation may be made. Given fully satisfactory performance, one incremental step should be awarded after twelve months of service. In the case of superior or outstanding performance demonstrated consistently during a twelve-month period of consecutive service, two steps may be awarded.

### C. Salary Scale

#### ***BOB – IGO Salary Scale (Monthly rate in US dollars)***

<i>Level</i>	<i>I</i>	<i>II</i>	<i>III</i>	<i>IV</i>	<i>V</i>	<i>VI</i>	<i>VII</i>	<i>VIII</i>	<i>IX</i>	<i>X</i>
1	800	820	840	860	880	900	920	940	960	980
2	1000	1025	1050	1075	1100	1125	1150	1175	1200	1225
3	1400	1440	1480	1520	1560	1600	1640	1680	1720	1760

*Note: Incremental steps will be awarded to staff members after twelve months of satisfactory service; two steps may be awarded for superior or outstanding service.*

When considering an appointment to a post, the level and duties of the post should first be reviewed to determine the appropriate grade. The step at which recruitment is made has then to be determined. Normally, a new appointment would be made at Step 1. However, if the applicant's current net income is in excess of Step 1, a higher step should be considered. A higher step may also be awarded if the applicant has been occupying a very senior post.

A staff member should after a year of satisfactory service in the grade be awarded an annual step increment. As stated earlier, in case of superior or outstanding performance demonstrated consistently over a twelve-month period of consecutive service, a two-step increase could be considered.

### D. Dependency Allowance

An allowance for dependents up to a maximum of three dependents (spouse and two children) that are residing with the staff member at the duty station may be authorised for staff members recruited for twelve months or more in the amount of US \$ 275 per dependant per annum. Dependant children should be eligible up to and including the eighteenth year. The staff member should be required to show official birth records and to show evidence that the dependants are not employed.

### E. Education Grant (for expatriate staff)

An Education Grant is authorised for up to a maximum of two dependant children aged six to eighteen who are in full-time attendance at a recognised educational institution. The amount of the grant is US \$ 2 500 per school year in the country of the duty station per child but not to exceed actual costs. Costs that may be covered include tuition, books, school supplies and boarding if applicable.

**F. Installation Allowance (for expatriate staff)**

The Installation Allowance is intended to compensate in part for the “settling in” expenses a person faces upon recruitment. It is a one-time payment and is paid for the first month including travel time from the place of recruitment to the duty station at the UN DSA rate for the staff member. In addition, half of the DSA allowance may be authorised for up to a maximum of three eligible dependants (spouse and two children) who accompany and will reside at the duty station.

**G. Dislocation Allowance (for expatriate staff)**

(US \$)

	<i>Unaccompanied Rate</i>	<i>Accompanied Rate</i>
<i>Levels 1 and 2</i>	2 400	3 000
<i>Level 3</i>	2 850	3 600

The allowance is roughly equivalent to the UN assignment allowance and is intended to compensate financially in part for the disruption suffered by a person leaving the home to work abroad. It may be paid annually for a period not to exceed five years.

**H. Shipment of Household Goods and Personal Effects (for expatriate staff)**

Personnel to be employed for a year or more may be authorised the shipment of personal effects and household goods by air from the place of recruitment to the duty station up to the maximum including the weight of packing of:

- a. 500 kg for the staff
- b. 250 kg for the first eligible dependant
- c. 100 kg for each additional dependant

**I. Other Administrative Matters**

It is suggested that holidays authorised by the UN be observed. Annual leave and home leave entitlements of the UN system would also seem to be appropriate.

There are numerous other matters of a management and administrative nature, which have not been addressed. To avoid having an unduly elaborate administrative system for a small number of staff, it would be prudent to adopt a policy for reasons of continuity, consistency and simplicity to follow UN field project practices generally on matters where

the Governing Council has not legislated. This would obviate the need for an elaborate administrative manual and simple administrative practices.

It may be premature at this time to “cost” a provident fund but this should also be dealt with eventually.

#### **IV. Assistance to the Working Group Established by the Governing Council**

It can be assumed that the Secretariat will provide extensive information on future plans and programmes for use by the Working Party designated by the Governing Council. This will include costing of posts and related matters.

For assistance in preparing budgetary forecasts it is suggested that a table based on the table attached be developed further.

For salary costs it may be appropriate to consider Step 3 or 4 for each grade level, using the annual amount. Costs of transportation and shipment need to be obtained. If the project has a basis for estimating such costs on the basis of experience this might be adequate. Otherwise a likely point of recruitment such as New Delhi may be selected to develop cost figures that are reasonably representative.

If cost data extending beyond one year need to be developed, one should note that some costs occur only at the time of recruitment such as installation allowance and shipment costs.

**Proposed Table to be Developed Further Showing Pro-Forma or Standard Cost Figures (Costs in US Dollars)**

	<i>Prof Officer 1</i>		<i>Prof Officer 2</i>		<i>Prof Officer 3</i>	
	Accompanied	Unaccompanied	Accompanied	Unaccompanied	Accompanied	Unaccompanied
Salary Range	9 600 –11 760	Same	12 000 -17 400	Same	16 800-21 120	Same
Dislocation Allowance			2 400	600	2,850	
Trans & Ship	2 400	3,000				
Education	-	2 500-5 000		5 000		5 000
Health/Accident	130	455	130	455	130	455
Installation	500					

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**SCHEDULE OF GOVERNMENT  
CONTRIBUTIONS TO BOBP-IGO**

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## **SCHEDULE OF GOVERNMENT CONTRIBUTIONS TO THE BAY OF BENGAL PROGRAMME INTERGOVERNMENTAL ORGANISATION**

Besides developing the Agreement on the BOBP-IGO, the Plenipotentiaries also studied the question of establishing a self-sustaining financial mechanism under which the BOBP-IGO would operate and manage its affairs. The Plenipotentiaries reviewed the financial mechanisms of existing councils, commissions, and other existing intergovernmental bodies, particularly those that were established from UNDP/ FAO programmes and projects.

Based on the data available from the six participating governments, the Plenipotentiaries noted wide disparities among the countries in respect of, for example, geographical area, population, gross domestic product (GDP), investment in the fisheries sector, and fish production. Several variants were also studied, based on GDP, fish production and a combination of these two factors. After weighing the advantages and disadvantages of the various formulae which were developed, the Plenipotentiaries concluded that a simple formula based on GDP, including the principle of a minimum contribution, would be the most realistic approach. Accordingly, the Plenipotentiaries recommended that the participating governments be classified into three groups on the basis of their GDPs.

Based on this recommendation, the level of annual contributions by the member-governments are listed as follows:

### **Government Contributions to the BOBP-IGO**

#### **Group I (a GDP of more than US \$ 100 000 million)**

*India* - US \$ 60 000

#### **Group II (a GDP of US \$ 20 000 – 50 000 million)**

*Indonesia* - US \$ 30 000

*Thailand* - US \$ 30 000

#### **Group III (a GDP of US \$ 5 000 – 20 000 million)**

*Bangladesh* - US \$ 20 000

*Maldives* - US \$ 20 000

*Sri Lanka* - US \$ 20 000

\* \* \*

**BOBP/INF/18**

**BAY OF BENGAL PROGRAMME  
Inter-Governmental Organisation**

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