



Secretariat

24 February 2021

Administrative instruction

Participants in advisory meetings

The Secretary-General, for the purpose of setting out detailed provisions for obtaining the temporary services of individuals as participants in advisory meetings, promulgates the following:

Section 1

General principles

1.1 Participants in advisory meetings are persons whose services the International Seabed Authority requires from time to time to provide outside expertise, namely, advisory services or assistance requiring expertise, special skills or knowledge not normally possessed by the regular staff of the Secretariat of the Authority and for which there is no continuing need in the Secretariat.

1.2 The services provided by participants in advisory meetings must be clearly related to priority activities in the work programmes of the Authority in question or to a specific decision of an organ of the Authority.

1.3 Individuals whose services are obtained as participants in advisory meetings shall be selected only from among candidates who are highly qualified in the specific field in question. They shall be selected from as wide and representative a number of countries as possible.

1.4 Individuals whose services are required as participants in advisory meetings such as ad hoc expert groups, workshops, seminars and symposiums will be invited to participate in the meeting by means of a letter that will give details of the meeting, the legal status and obligation of the participants and the Authority's arrangements for their travel, compensation for service-incurred death, injury or illness and their own responsibility for insurance. Participants in advisory meetings are not normally expected to provide any services to the Authority other than their oral contribution as participants in the meeting in question but may agree to provide papers for consideration at the meeting at no cost to the Authority.

1.5 Any person who is invited, in addition to participating in the meeting, to provide a written paper, act as rapporteur or provide other services in connection with the meeting for which a fee is paid by the Authority shall be engaged, and otherwise treated, wholly as a consultant, in accordance with the administrative instruction on consultants and individual contractors (ISBA/ST/AI/2021/1).

1.6 The costs incurred for the services of participants in advisory meetings shall be charged exclusively to funds specifically authorized for these purposes. Such costs



shall always be coded under the appropriate object of expenditure for participants in advisory meetings.

Section 2

Terms and conditions

Legal status

2.1 Individuals invited to participate in advisory meetings serve in their personal capacity and not as representatives of a Government or of any other authority external to the Authority. They are neither “staff members” under the Staff Regulations and Rules of the International Seabed Authority nor “officials” for the purpose of the Protocol on the Privileges and Immunities of the International Seabed Authority. They may, however, be given the status of “experts on mission” in the sense of article 9 of the Protocol.

Obligations

2.2 Participants in advisory meetings shall neither seek nor accept instructions regarding their services for the Authority from any Government or from any authority external to the Authority. During the period of their service with the Authority, they may not engage in any activity that is incompatible with the discharge of their duties with the Authority. They are required to exercise the utmost discretion in all matters of official business of the Authority. They may not communicate at any time to any other person, Government or authority external to the Authority any information known to them by reason of their association with the Authority that has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate, nor shall they at any time use such information to private advantage. These obligations do not lapse upon cessation of their service with the Authority.

Title rights

2.3 Outputs delivered by a participant in an advisory meeting remain the property of the Authority. The Authority shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material that bears a direct relation to, or is made in consequence of, the services provided to the Authority by a participant in an advisory meeting.

Duration of services

2.4 The services of a participant in an advisory meeting will be limited to the duration of the meeting and the time necessary to travel from the individual’s usual place of residence to and from the meeting.

Remuneration

2.5 Individuals invited as participants in advisory meetings shall receive no honorarium, fee or other remuneration for their participation in such meetings, but they may be paid travel expenses, including a daily subsistence allowance in accordance with the provisions of section 2.6 below.

Travel

2.6 If participants in advisory meetings are required by the Authority to travel beyond commuting distance from their usual place of residence, economy class shall be the standard of accommodation for air travel in all cases irrespective of the duration of the journey, unless determined otherwise by the Secretary-General taking into account the circumstances of the traveller (for example, health reasons) and the interests of the Authority. Participants in an advisory meeting who reside at the place

of the meeting shall receive a daily subsistence allowance at one fifth of the usual rate for each full day of attendance to cover their incidental expenses.

Service-incurred death, injury or illness

2.7 A participant in an advisory meeting, or his or her dependants, as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of the Authority to compensation in accordance with appendix B to the Staff Rules of the Authority.

Health insurance

2.8 The Authority accepts no responsibility for the death, illness or injury of any participant in an advisory meeting that is not attributable to the performance of services on behalf of the Authority. Participants in advisory meetings are fully responsible for any expenses incurred as a result of such events and for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of the Authority as they consider appropriate. Participants in advisory meetings are not eligible to participate in the life or health insurance schemes available to the staff members of the Authority. The responsibility of the Authority is limited solely to the payment of compensation under the conditions described in section 2.7 above.

Reporting procedures

2.9 Each office shall be responsible for compiling a log for each advisory meeting that it organizes. These logs shall indicate the exact title of the meeting, the dates on which it was held, the allotment account charged and the total cost for participants engaged, as well as the name, nationality and title of each participant in the meeting.

Settlement of disputes

2.10 In the event of any dispute arising out of or in connection with the contract, attempts should be made to settle the dispute by negotiation. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the applicable Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL) or according to such other procedure as may be agreed between the parties in writing.

2.11 If a settlement cannot be achieved as provided above, the matter shall be referred by either of the parties to arbitration in accordance with the applicable UNCITRAL Arbitration Rules. The number of arbitrators shall be three. The language to be used in arbitral proceedings shall be English. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Section 3

Final provisions

3.1 The present administrative instruction shall take effect on the date of its issuance.

(Signed) Michael Lodge
Secretary-General