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**Provisional Commission
Third Session**

**Guidelines of the Staff Regulatory Framework
for the International Anti-Corruption Academy**

The Academy's Mandate and Mission

The Academy's mandate and mission, as stipulated in the *Agreement for the Establishment of the International Anti-Corruption Academy as an International Organization* ("IACA Agreement"), is to promote effective and efficient prevention and combating of corruption. The Academy is to do so by providing anti-corruption education and professional training, undertaking and facilitating research into all aspects of corruption, providing other relevant forms of technical assistance in the fight against corruption, and fostering international cooperation and networking in the fight against corruption. Accordingly, staffing the Academy is of crucial importance and indispensable relevance.

Therefore, as a centre of excellence, the Academy requires a framework to recruit, select and appoint the best qualified international civil servants that serve her mandate and guide her work. A staff regulatory framework shall need to reflect upon the Academy's mandate and mission and equally provide the means to attract the best staff available, and staff that is willing and suitable for adhering to IACA's Guiding Principles.

Such a framework further paves the way to complete the Academy's transition phase by the end of December 2012, as agreed by IACA's Signatories and Parties at IACA's Provisional Assembly on 13 October 2011. Such a framework also stems from the *Resolution of the IACA Provisional Assembly Establishing the Provisional Commission for the International Anti-Corruption Academy (IACA)* which tasks IACA's Provisional Commission to, among others, "adopt as soon as possible the strategic rules governing the operation of the Academy, including the staff statute".

Accordingly, the *Agreement between the Republic of Austria and the International Anti-Corruption Academy (IACA) regarding the Seat of the International Anti-Corruption Academy in Austria* ("HQ Agreement") purports to provide staff members with those privileges and immunities necessary for their status and the performance of their duties to the Academy.

The Staff Regulatory Framework – entitled Staff Regulations for the purpose of this document¹ – will be based upon guidelines which take best practices and frameworks of established international organizations, as for example the United Nations, as well as the Academy's specific requirements and objectives into due account. Certain provisions therefore consider established staff regulatory frameworks of other international organizations, whereas others are due to the Academy's size, objectives, etc.

¹ Secondary rules to the Staff Regulations shall further determine the regulations' scope and day-to-day application.

The Academy's Legal Framework

The Academy's Staff Regulations shall be in line with the IACA Agreement which stipulates the Academy's mandate to prevent and combat corruption through anti-corruption education, research and training as well as technical assistance, international cooperation and networking. Accordingly, the Regulations shall be in accordance with IACA's Guiding Principles and the HQ Agreement.

Staff

In accordance with the IACA Agreement, the Academy's Staff Regulations shall speak of administrative and academic staff, each holding a temporary appointment, fixed-term appointment, continuing appointment, or secondment agreement.

The scope of application of the Staff Regulations shall, however, be limited regarding seconded staff, as they would, upon appointment, still follow – to a certain extent – the regime of the state, the governmental organization or any other relevant institution which concluded a secondment agreement with the Academy. To regulate the application of these two employment scales, implementing rules for seconded staff shall regulate the seconded staff's relationship vis-à-vis the Academy, budgetary implications for the Academy by appointing seconded staff, and also clarify and determine those areas where the Staff Regulations shall apply instead of or next to the national framework.

The branches of staff, academic and administrative, shall each consist of ten different categories of posts.

General Rights and Obligations

Certain provisions shall stipulate the staff member's general rights and obligations, all of which are due to their status as international civil servants, and their appointment with the Academy.

The Academy's Staff Regulations and their secondary rules shall also govern the staff member's conduct, including provisions on bias to prevent possible conflict of interest scenarios and provisions to protect the staff member's impartiality and neutrality. Staff members shall not engage in outside occupation or employment, whether remunerated or not, without the prior approval of the Dean, as the appointing authority² on behalf of the Academy. Certain provisions shall aim at limiting the staff member's right to use the Academy's (intellectual) property and assets to safeguard the Academy's credibility. The framework shall further foresee topics such as the staff member's conduct in relation to gifts, honours, decorations and other favours. A violation of these regulations and rules will constitute a staff member's misconduct.

In accordance with the Academy's mandate, staff members in grades 1 to 7 of the academic (AC) branch and grades 1 to 7 of the administrative (AD) branch shall agree not to generally engage in any additional occupation for the time of their appointment with the Academy.

² Until then, the Chair of the Academy's International Transition Team (this applies to the entire document).

Types of Appointments

Staff at the Academy shall be granted **temporary, fixed-term or continuing appointments** on the basis of local or international recruitment. Seconded staff shall be appointed on the basis of secondment agreements concluded between the Academy and the state, the governmental organization or any other relevant institution (“Seconding Authority”). Within the limits of secondary rules, the secondment agreement of the Academy shall govern the conditions for service of the seconded staff member, the range of application of the Academy’s Staff Regulations and to which degree the seconded staff member shall remain within the Seconding Authority’s range of influential scope (salary, social security, etc.). The agreement shall thus substitute any appointment the Academy would otherwise award to a successful candidate.

Temporary appointments shall be granted for a period of less than one year to meet specific short-term requirements which may be funded through non-appropriated sources. A temporary appointment can be renewed; its maximum length should however not exceed an uninterrupted period of service of two years. A fixed-term appointment is a time-limited appointment of one year or longer. Given the fulfillment of certain requirements, a fixed-term appointment is also open to renewal. Both temporary and fixed-term appointments shall be subject to a probationary period.

The Academy’s Staff Regulations shall foresee the possibility to renew a fixed-term or temporary appointment, without the staff member being entitled to any extension. A renewal shall not exceed three years. In the event of a renewal of a fixed-term appointment, the previous terms and conditions shall apply. Temporary appointments may be renewed when warranted by operational needs and special projects with finite mandates.

Each first fixed-term appointment shall be subject to a probationary period of six months. On the basis of a performance evaluation report, made before expiration of the probationary period, which includes an assessment of the staff member’s performance and eventual comments to it by him or her, the Dean will either confirm or terminate the appointment. No probationary period shall apply for temporary appointments of less than three months. For temporary appointments of eight months or less, the probationary period shall be three months. The rules on probationary periods, as foreseen for fixed-term appointments, shall equally apply for temporary appointments.

The Academy as a Career Organization

If the staff member fulfills certain requirements (minimum of eight years of uninterrupted service on temporary or fixed-term appointments, certified highest performance, etc.), the Staff Regulations shall foresee that the Dean may award a continuing appointment, which is an appointment without a time limit. The conversion into a continuing appointment and the continuation of services under such appointment shall further be subject to factors such as the continuing need for the function, the interests of the Academy and the availability of funding, in order to prevent an automatism of conversion into continuing appointments which would entail, amongst others, an ever-growing, long-term financial burden for the Academy.

Status of Staff

The Staff Regulations shall determine the status of staff as international civil servants who should adhere to the IACA Agreement, Guiding Principles, Code of Conduct, etc. Staff members shall enjoy such privileges and immunities conferred upon them by the Academy by virtue of the IACA Agreement and the HQ Agreement.

Upon their appointment at the Academy, all staff shall be required to sign the Declaration of Honour and staff members in grades 1 to 7 of the AC and AD branches shall also be required to sign and abide by a Declaration of Assets.

Salary

Remuneration for the Academy's staff shall follow the principles of flexibility and competitiveness and shall thereby keep the administrative burden for the Academy as low as possible. Accordingly, the Academy shall institute an inclusive remuneration package to attract the best workforce, expressed through a salary scale that is equally competitive compared with other international organizations and renowned institutions such as private universities. At the same time, the remuneration package requires administrative attention. In other words, given the size of the Academy and her aspired workforce, remuneration shall be best administered in a feasible way.

Accordingly, under the Staff Regulations, remuneration shall cover a basic monthly salary in grade and step on the single (S) or dependent (D) level, paid twelve times a year, retroactively at the end of each month. The dependence allowance shall be paid to staff with dependents, irrespective of the number of dependants. A daily subsistence allowance for missions, work at duty stations outside the seat of the Academy, work in another grade or another branch (differential allowance if the staff member's assignment exceeds the duration of three full calendar months) shall be foreseen. In cases where the costs of living in a specific duty station are lower than at the Seat of the Academy, a deduction from the basic salary may be made. The Academy may decide to grant incentives and gratifications in case of exceptional performance. In addition, no further benefits shall be covered.

Given such a rationale, the remuneration of staff members shall favour an **all-in remuneration package**, meaning without further financial allowances and/or benefits.

Payments due shall only be transferred to a bank account in the name of the staff member, registered with a bank in the Seat State or the staff member's country of origin, if notified to and recognized by the Academy.

A staff member, whose remuneration by the Academy is subject to national taxation, may apply for a refund of such taxes paid. A refund shall be provided to the staff member if the payment of taxation is sufficiently evidenced and the staff member's appointment is at least three full consecutive calendar months in one specific calendar year. The amount of the refund must not exceed the amount of the income taxes paid.

Seconded staff shall not receive a salary by the Academy. However, specific grants shall be awarded to seconded staff. In cases of major discrepancies between the salaries paid by the

Seconding Authority and remuneration paid by the Academy, such grants may be provided at the Academy's sole discretion on a case-by-case basis and in accordance with the Academy's interests taking into account financial impetuses. In principle, such a specific grant serves as a stimulus to the seconded staff member. The total amount of payment (remuneration from the Seconding Authority and such specific grant) must however not exceed the income of a staff member in the same grade and step on a fixed-term appointment.

Recruitment and Selection

In recruiting and selecting her staff, including seconded staff, the Academy shall follow a visible and fair competitive process for all vacancies, regardless of the post, except when, in well-justified circumstances, such an international, competitive process is not feasible. The recruitment and selection procedure shall be governed by objectivity, transparency, diversity and accountability and based on the principles of equal opportunities, non-discrimination, gender balance, different legal systems, geographical distribution, rotation and renewal of staff.

A Selection Committee comprised of staff members shall lead every recruitment and selection process and determine the selection procedure (interviews, assessments and other types of evaluation). External consultants may be called upon if specific expertise is deemed necessary. The final decision to award the appointment shall, however, lie with the Dean.

The principles of recruitment and selection shall equally apply for the recruitment and selection of temporary appointments. The recruitment procedure shall, however, strike a balance in fulfilling the Academy's principles of staffing given the time-bound nature of a temporary appointment while being as efficient as possible to meet organizational needs.

An internal competition shall only take place when the principles of recruitment are not adversely affected. Simplified announcements of vacancies shall apply to posts restricted to locally recruited staff.

Job Descriptions

The requirements for posts at the Academy (education, minimum professional experience, etc.) shall be laid down in job descriptions based on the provisions foreseen in the Academy's Staff Regulations. Such job descriptions shall be prepared for all staff positions, stipulating the duties and requirements for the position.

The job description, included in the vacancy notice, will indicate the grade of the post, the intended length of the appointment, the requirements, skills and competences related to the post, the probationary period applicable to the appointment, and the latest date for submitting an application. Each vacancy notice will be published on the website of the Academy or communicated through other appropriate channels.

Principles of Social Security

The policy to argue for the application of an all-in remuneration package to enable flexibility and easier administration by the Academy, while at the same time being competitive and efficient, shall also be applied with regard to the social security regime. Apart from the accidental insurance, for which the Academy shall be responsible, the Staff Regulations shall opt for a system favouring the staff member's individual responsibility for his or her social security, where the Academy will administratively support the staff member's decision. The Staff Regulations shall, therefore, stipulate that accidental insurance, including for staff on missions, shall be borne by the Academy.

The staff member shall provide the Academy with proof of his or her enrolment in a health insurance plan, either through the Austrian social security system, a private fund, or any other appropriate and reliable provider. Costs of health insurance, including costs for dependents, shall have to be borne by the staff member on appointment either through Austrian social security coverage - a staff member's entitlement foreseen in the HQ Agreement -, through a private insurance arrangement, or through any other appropriate and reliable provider.

Regarding pension and disability insurance, the Academy also encourages the staff member to foresee respective coverage through the Austrian social security system, a private insurance arrangement, or through any other appropriate and reliable provider.

Costs of insurance for pension and non-occupational disability insurance, including derivative rights of dependents or other persons to whom the staff member has a legal obligation, shall be borne by the staff member on appointment either through Austrian social security coverage - a staff member's entitlement foreseen in the HQ Agreement -, through a private insurance arrangement, or through any other appropriate and reliable provider.

Categories of Posts under the Administrative Branch (AD) Comprise:

AD 1 Chief executive function, AD 2 Senior executive functions, AD 3 Managerial functions, AD 4 Senior expert functions, AD 5 Expert functions, AD 6 Specialist functions, AD 7 Qualified service functions, AD 8 Assistant functions, AD 9 Senior auxiliary functions, AD 10 Auxiliary functions

Categories of Posts under the Academic Branch (AC) Comprise:

AC 1: Principal Academic function, AC 2 Academic/tutorial department head functions, AC 3 Senior academic/tutorial expert functions AC 4 Senior academic/tutorial functions, AC 5 Academic/tutorial expert functions, AC 6 Academic/tutorial specialist functions, AC 7 Qualified academic/tutorial functions, AC 8 Assistant academic/tutorial functions, AC 9 Senior academic/tutorial auxiliary functions, AC 10 Academic/tutorial auxiliary functions.

The scope of the Staff Regulations shall neither apply to Individual Contractors, Consultants nor persons serving as Interns or Visiting Professionals.

Principles of Placement in Salary Steps, Advancement and Promotion

A staff member shall be granted the basic salary according to his or her placement, unless previous experience and qualifications justify a higher step in grade.

A staff member shall advance to the next higher salary step within one year after the last advancement, if having received the highest mark on the assessment (exceptional performance mark) only. Low or unsatisfactory work performance marks shall lead to a decrease in salary. In order to safeguard the highest possible standards of staff, the principles of equal treatment, transparent performance measurement, balanced advancement and a promotion policy, no more than ten percent of the overall staff should be graded in the highest performance mark each calendar year.

Promotion shall mean the advancement of a staff member with a fixed-term or continuous appointment to a higher grade in the same branch or to a grade in a corresponding branch, following a competitive internal competition and selection process.

Working Hours, Overtime Pay and Compensatory Time Off

The Staff Regulations shall foresee a working week of 40 hours. In addition, flexible working hours can be established. A staff member may be allowed to work part-time, however, part-time work shall not lead to an employment of less than 20 hours per week.

In grades 1 to 7 of the AC and AD branches, overtime shall neither lead to compensatory leave nor overtime pay. In grades AC 8 to AC 10, and AD 8 to AD 10, respectively, overtime shall entitle the staff member to overtime pay, if not balanced by compensatory leave within six months following the accumulation of overtime (one hour of overtime shall lead to an overtime pay of one hour's pay of the basic monthly salary). Such an entitlement, if not used up, shall, however, be forfeited after the six-month period.

Leave and other Forms of Absences

A staff member on sick leave shall maintain his or her full remuneration for one month and one month's half pay per employment year worked. Accordingly, the times a staff member is on sick leave shall be counted together. A staff member on leave due to an accident in service or occupational disease shall maintain his or her rights to remuneration as long as the absence is evidenced.

A staff member on maternity leave shall in general be entitled to a continued remuneration for a period of 16 weeks, starting six weeks before the calculated date of birth, and ending ten weeks after the birth has taken place. In case of a premature birth, the period of continued remuneration will be prolonged correspondingly. In case of multiple births or a caesarean birth, an additional two weeks of paid leave after the birth shall be granted. Unpaid parental leave shall, upon request, be granted to the mother or father for a period of six full calendar months in case of the birth or adoption of a child. In addition, a consecutive period of a maximum of 18 months may be granted to the parents.

Holidays and Annual leave

A list of official holidays shall be published by the Academy every year.

Staff members shall be entitled to annual leave in the amount of 28 working days per year. The grant of annual leave shall, however, be based upon mutual consent between the staff member and the Academy, having the justified needs of the staff member as well as the requirements of the Academy in mind.

Annual leave can be taken in several periods. It should, however, include a period of two consecutive weeks. Annual leave shall be granted only after completing three months of continuous duty. Before that, leave shall be granted in an aliquot manner. Under certain circumstances, unspent leave may be carried over to the next year, and days of proven illness shall not be calculated as days of annual leave.

No monetary compensation shall be made for periods of annual leave not consumed, unless the staff member was not able to use annual leave before the expiration of his or her appointment.

Sick Leave

Sick leave shall be notified to the Academy without undue delay. Leave due to sickness or accident shall be deemed justified on the basis of the presentation of a medical certificate.

A staff member may at any time be required to undergo a medical examination by a medical practitioner designated by the Academy. If proven by the practitioner's statement, the basic salary shall be withheld for the period not having worked.

Any appointment vis-à-vis the Academy shall automatically expire in case of a staff member's sick leave of one year or longer.

Unpaid Leave

A staff member may apply for unpaid leave for no less than three days, but not exceeding twelve consecutive calendar months.

Mission Expenses

Based on the principles of economy, efficiency and advisability, costs for staff on mission shall be covered by the Academy. The calculation of mission expenses shall comprise the travel expenses incurred and the daily subsistence allowance for costs that emerge from staying at the place of mission. Any amounts exceeding this shall be covered by the staff member, except in circumstances beyond his or her influence and control.

The daily subsistence allowance for missions shall comprise a flat-rate sum to cover all expenses incurred by the staff member on mission, to be reimbursed in fixed amounts.

These expenses consist of a breakfast, two main meals and incidental expenses, including local travel with the exception of transfer and accommodation costs, and incorporating local taxes.

Disciplinary Proceedings

Failure by a staff member, including seconded staff, to act in accordance with the framework of the Academy (IACA Agreement, Staff Regulations, Guiding Principles, etc.) or failure to observe the standards of conduct expected of an international civil servant, shall amount to unsatisfactory conduct leading to the institution of disciplinary proceedings and the imposition of disciplinary measures. Disciplinary proceedings shall include informal and formal actions.