



Memorandum of Understanding (MoU)

I. Purpose

The following is a Memorandum of Understanding (MoU) between the FICSA and the co-signer. This MoU supersedes any prior signed agreement.

The purpose of this MoU is to recognize the interconnected and complementary nature of the services provided by the FICSA and the co-signer and to define the roles, responsibilities and procedures for collaboration between the FICSA and the co-signer. The period of this MoU begins on 1 September 2020. The name and information about each lawyer who has co-signed this MoU will be visible on the [FICSA List of Lawyers](#).

II. Roles and Responsibilities

The co-signer agrees to provide the FICSA contributing member organizations with two free legal consultations per year, each of which pertain to a different work-related issue. Each consultation shall not be less than 30 minutes. Scheduled consultations that are cancelled at short notice shall generally be counted against the free consultations.

The FICSA will inform its member organizations of the availability of the lawyer for free legal consultations.

The lawyer will make his/her best effort to ensure that free consultations are provided only for the FICSA member organizations through their respective staff association or union.

The FICSA maintains the right to inform its member organizations of the availability of other similar service providers included on the [FICSA List of Lawyers](#).

If the member organization or its contributing member decides to engage the services of the co-signer as legal representative beyond the free consultation, FICSA will not be liable for any costs or be party to that separate agreement between the co-signer and the member organization or its contributing member.

Matters discussed between the co-signer and the member organization or its contributing member are considered as "Private and Confidential" and are subject to attorney-client privilege.

The FICSA cannot be held liable or responsible either for the outcome of these legal consultations or for other services provided beyond the two free consultations.

In addition, the co-signer also engages to provide FICSA with one written review per year of decisions by the ILOAT and / or the UNAT/UNDT (including an analysis) which they deem may be of interest to



the work of FICSA and / or its member organizations. FICSA will share those reviews with the FICSA membership to increase members' knowledge of case law as well as to advertise and promote the work of the co-signer.

By signing this MoU, the co-signer confirms that s/he

1. Has at least 5 years' experience in international administrative law as well as jurisdiction procedures at the ILO/AT; UN/AT; UN/DT
2. Is able to produce anonymized examples of past cases or judgements at ILOAT/UNAT/UNDT or internal justice systems.

III. Miscellaneous

This Agreement may be amended only by mutual written consent between the signatory parties and it may be terminated by either party at any time and for any reason or no reason upon giving one month's written notice.

Tanya Quinn-Maguire, President of FICSA

Signature:

Place and date:

Geneva, 5 August 2020

Name of Lawyer (in capitals):

Signature:

Place and date:

Disclaimer:

FICSA does not recommend, endorse or support any particular or specific lawyer, however all lawyers who sign the MOU will be featured in FICSA's list of lawyers in the area of international administrative law, since the nature of the cases may require lawyers with a specific skillset, experience or expertise.