

Memorandum of Understanding (MoU)
Between the
Federation of International Civil Servants' Associations (FICSA)
And
United Nations International Computing Centre (UNICC)

I. Purpose

The purpose of this MoU is to formalize a mutually beneficial collaboration between FICSA and UNICC, as well as to define roles, responsibilities and procedures for collaboration.

UNICC supports the UN system on Cybersecurity and FICSA represents close to 40,000 international civil servants whose voice they represent in high level fora such as the High-Level Committee on Management (HLCM), International Civil Service Commission (ICSC) and United Nations Joint Pension Board (UNJSPB).

This Agreement will focus on the FICSA workstream entitled 'Enabling Technology', including how it relates to the HLCM discussions on the "Future of Work" in which FICSA officers participate.

II. Background

The HLCM Task Force on the Future of the UN Workforce was established in 2019 with a mandate consisting of three principle aims: to review the current contractual modalities of the UN system; to consider new ways of working in order to propose elements to foster an enabling culture and positive employee experience from multiple perspectives, including leadership, people management, flexible working arrangements, transparency and dialogue; and to look into pilot initiatives that leverage the digitized work environment, enabled by technology. The latter comprises the 'tool' but cannot be separated from remote working and new contract modalities. Cross-cutting issues relate to ethics, integrity, leadership, organizational culture, performance management, career development, staff mental health and well-being, duty of care and environmental considerations.

In order to raise awareness of the issues related to the topic of Future of Work, FICSA organised three joint standing committee sessions in preparation for the 74th FICSA Council. FICSA invited UNICC to participate as a presenter in the session dedicated to enabling technology. During those discussions, the FICSA membership requested at the 74th session of the FICSA Council (D/39) that the Executive Committee formalize a working relationship with UNICC in order to help the FICSA membership both to follow and provide input on developments.

III. Roles and Responsibilities

UNICC agrees to:

- Update the FICSA leadership on a quarterly basis on ongoing projects and upon request regarding issues that are of concern to international civil servants, including those that are disadvantaged due to limited access;
- Update the FICSA leadership on newly implemented projects that fall under the enabling technology umbrella;
- Update the FICSA leadership on any irregularities, threats to personal data protection, fragilities, compliance and accountability issues, and similar;
- Hold regular online educational sessions with FICSA for its members to enhance their learning and knowledge about enabling technologies;
- Update the FICSA leadership on training opportunities for FICSA members.
- Discuss with FICSA opportunities for equitable access to technology for all staff across the UN system, irrespective of grade or location;
- Hold discussions on the applicability of the European Social Partners Framework Agreement (LINK) on Digitalization to the UN Common System approach.

FICSA agrees to:

- Closely collaborate with UNICC colleagues, on an as needed basis, in the general area of Enabling Technology;
- Keep UNICC abreast of discussions and developments specifically on developments at the HLCM;
- Take on board input for HLCM discussions to ensure coverage of Enabling Technology related issues and representing issues of common interest;
- Work together with UNICC in identifying feasible solutions to address current inequalities in gaining access to and utilizing enabling technology.
- Update UNICC on a quarterly basis and as needed on discussions and developments on enabling technology at the HLCM and other relevant forums. If and when relevant bring joint UNICC-FICSA perspectives to such networks/forums.
- As and when needed, work with UNICC in validating technology solutions for the UN system to avoid threats to personal data protection, fragilities, compliance and accountability issues, and similar;

Both Parties will meet on a quarterly basis to discuss issues of common interests.

III. Miscellaneous

This MoU may be amended only by mutual written consent between both parties.

This MoU is effective upon signature by both parties and shall remain valid until terminated by either Party. It may be terminated by either party at any time and at its sole discretion upon the provision of one month's written notice.

IV. Settlement of Disputes and Privileges and Immunities

The Parties will use their best efforts to promptly and amicably settle through direct negotiations any dispute relating to the interpretation or application of this MoU. Any such dispute, not settled within sixty (60) days from the date a Party has notified the other of the nature of the dispute, will be subject to conciliation. In the event of failure of conciliation, the dispute shall be settled by arbitration. Arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The Parties shall accept the arbitral award as final.

Nothing contained in this Memorandum shall be construed as a waiver of the privileges and immunities enjoyed by either Parties under national or international law, and/or as submitting the Parties to any national court or jurisdiction.

Tanya Quinn-Maguire, President of FICSA

Date: 24 March 2021



Sameer Chauhan, Director of UNICC

Date: 24 March 2021

