



ORIGINAL: ENGLISH

14 May 2021

**CONFERENCE OF THE PARTIES TO THE
INTER-AMERICAN INSTITUTE FOR GLOBAL
CHANGE RESEARCH
Twenty-ninth meeting
Videoconference
22-23 June 2021
Agenda item 7**

Decision XXVIII/5: The IAI whistleblower policy

1. This document has been prepared by the IAI Directorate in collaboration with the Chair of the Executive Council.

Background

2. The Conference of the Parties, at its 28th meeting (Videoconference, 2020), adopted Decision XXVIII/5: *Whistleblower policy*, which: *Instructs the IAI Directorate, in collaboration with the Executive Council, to revise the IAI employee handbook to include a whistleblower mechanism for consideration at the 29th meeting of the Conference of the Parties.*

3. The *Employee Handbook*:

...embodies the fundamental conditions of service and the basic rights, duties and obligations of the Inter-American Institute for Global Change Research (IAI). It

represents the broad principles of personnel policy for the staffing and administration of the IAI Directorate¹.

The IAI whistleblower policy

4. The IAI whistleblower policy is the result of a participatory process where IAI employees were invited to contribute to and comment on each draft of work. Following approval by IAI employees, the revised IAI employee handbook containing the IAI whistleblower policy was submitted to the Chair of the Executive Council.
5. The Policy entails to provide employees who are aware of possible wrongdoing within the Institute with a mechanism to disclose that information to the executive organ under the *Agreement establishing the IAI* with authority over the Directorate, namely, the IAI Executive Council,
6. It provides a guarantee to employees who in good faith disclose perceived wrongdoing to the Chair of the Executive Council will have protection from reprimand or adverse employment consequences.
7. The IAI employee handbook was also revised with minor changes, highlighted in yellow, to reflect the ongoing needs of staff and the IAI and is available as Annex III to the present document.
8. The IAI Whistleblower policy is contained in Annex II to the present document.

Recommendation

9. The Conference of the Parties is invited to consider adopting the draft decision contained in the Annex I to the present document.

¹ IAI Employee Handbook, p. 5.

Annex I

Draft decisions of the Conference of the Parties

Whistleblower Policy

Directed to the Conference of the Parties

XXIX/xx . The Conference of the Parties are invited to approve the Whistleblower policy and the *IAI employee handbook*.

5 WHISTLEBLOWER POLICY

Whistleblower Policy for IAI employees Inter-American Institute for Global Change Research

Introduction

The IAI Conference of the Parties, at its 28th meeting (videoconference) adopted Decision XXVIII/5 which *Instructs the IAI Directorate, in collaboration with the Executive Council, to revise the IAI employee handbook to include a whistleblower mechanism for consideration by the 29th meeting of the Conference of the Parties (CoP-29, Videoconference).*

[Following revision and approval by the IAI Executive Council, this policy was adopted by Parties at its 29th meeting.]

I. General

The Inter-American Institute for Global Change Research (IAI) is committed to lawful and ethical behavior in all of its activities and projects and requires directors, officers and other staff to act in accordance with applicable laws, regulations and IAI administrative policies and to observe the highest standards of business and personal ethics in the conduct of their duties, responsibilities and research.

II. Reporting

The Organization encourages its directors, officers and other staff to share their questions, concerns, suggestions, or complaints with the Chair of the Executive Council.

Should the Chair of the Executive Council be unavailable, the concerns, suggestions or complaints should be addressed to the 1st Vice Chair of the Executive Council or the 2nd Vice-Chair of the Executive Council.

Any employee, officer, or director who reasonably believes that some policy, practice, behavior, or activity of the Organization or its staff is in violation of law or IAI policy should file a written complaint with the Chair of the Executive Council pursuant to the Council's role as the Executive Organ of the IAI per Article VI, paragraph 1 of the *Agreement establishing the Inter-American Institute for Global Change Research*.

Complaints may include, but are not limited to: ethics violation, or a suspected violation of law or administrative policy, such as a complaint of discrimination, bullying or sexual harassment or suspected fraud, or suspected violation of any other regulation governing the operations or administration of the IAI Directorate and its programs.

Violations or suspected violations may be submitted on a confidential basis to the Chair of the Executive Council. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct the necessary investigation.

Crimes against person or property, such as physical assault, sexual aggression, burglary, among others, should also immediately be reported to local law enforcement personnel.

III. No Retaliation

A director, officer or other staff who makes a good faith report under this Whistleblower Policy or who cooperates in inquiries or investigations shall not suffer harassment, retaliation or adverse employment consequence.

The complainant shall report to the Chair of the Executive Council any perceived harassment, retaliation or adverse employment consequence arising from the complaint.

The Executive Director, directors, officers, or other staff who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including possible termination of employment.

This Whistleblower Policy is intended to encourage and enable directors, officers, and other staff to highlight and raise serious concerns within the IAI prior to seeking resolution outside the IAI.

IV-. Investigation

The Chair of the Executive Council will notify the complainant and acknowledge receipt of the reported violation or suspected violation within five (5) business days. All reports will be investigated in a manner intended to protect confidentiality, consistent with a full and fair investigation, and appropriate corrective action will be taken if warranted by the investigation.

The Chair of the Executive Council will inform the complainant on the procedure of the investigation with timelines within 15 working days from the complaint. At the end of the investigation, the Chair will present a summary of the investigation to the IAI Executive Council.

The complainant may work from home during the investigation if he/she feels threatened or uncomfortable in the office environment or if the complaint involves crimes against the person.

Should the complaint be judged to be of an exceptionally serious matter or if the complainant believes to be under threat,, the Executive Council may determine that the person under investigation should suspend work activities with benefits and salary until the conclusion of the investigation or until such a time that suspension is deemed unnecessary.

V. Accounting and Auditing Matters

The IAI Executive Council and the Financial and Administrative Committee shall address all reported concerns or complaints regarding IAI accounting practices, internal controls or audits. The Chair of the IAI Financial and Administrative Committee shall immediately notify the Chair

and Vice-Chairs of the IAI Executive Council of any such complaint and work with the IAI Executive Council until the matter is resolved.

VI. Acting in Good Faith

Directors, officers and other staff making a complaint concerning a violation or suspected violation of some policy, practice or activity of the IAI Directorate must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of a policy, practice or activity of the Institute or applicable law of the host country. Any allegations that prove to be unsubstantiated and which prove to have been made maliciously or knowingly to be false will be considered as a serious disciplinary offense and is subject to discipline up to and including possible termination of employment.

IAI EMPLOYEE HANDBOOK

- *Recruiting and General Employment Provisions*
- *Compensation, Including Benefits*
- *Performance Appraisal Review*
- *Travel Policies and Procedures*

INTER-AMERICAN INSTITUTE FOR GLOBAL CHANGE RESEARCH

Revised and adopted at the 29th meeting of the

IAI Conference of the Parties

June 2021

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Introduction

The *Employee Handbook* embodies the fundamental conditions of service and the basic rights, duties and obligations of the Inter-American Institute for Global Change Research (IAI). It represents the broad principles of personnel policy for the staffing and administration of the IAI Directorate.

Validity

This document was approved by the by the Financial and Administrative Committee on **23 May 2021**.

Periodically, there may be amendments to this Handbook that will be effective immediately but fully incorporated into the Handbook with each annual review and update. Any amendments to the Handbook related to finances or involving increased costs to the operations of the IAI Directorate must have the Financial and Administrative Committee's agreement.

These changes are shown **highlighted in yellow** until a revised version of the manual is adopted by Parties.

DEFINITIONS

- IAI Employee: Employee is the person who signs an employment labor contract to discharge duties on a regular basis. The relationship will be ruled by the terms of the contract, the applicable labor laws, and the regulations of the present manual. The term “personnel” is also understood as IAI Employee.
- IAI Staff: The IAI staff are those persons working for IAI as employees, detached from other organizations, or hired by the host country’s government through the agreement concerning the headquarters.
- Foreign Employee: Are those IAI employees who are not nationals from the host country or permanent residents in the host country.
- Local Employee: Are those IAI employees who are nationals from the host country or permanent residents. in the Uruguayan Host Country Agreement Art. VII – 8 states: *Other employees of IAI that are citizens of Uruguay or that have permanent residence in Uruguay are exempt of taxes or any other contributions over income perceived from IAI.*
- International Employee: Are those local or foreign employees recruited at senior level positions through international recruitment.
- General Benefits: Are those benefits given to the IAI employees with appointments longer than one year.
- International Position: Is a senior level position held by an International Employee
- Dependent: Is the immediate family member, spouse and/or single children under 18 years old, who accompany the employee to the post.

RECRUITING AND GENERAL EMPLOYMENT PROVISIONS

1.1 Principles Guiding the Recruitment of IAI Staff Members

Recruiting and Selection constitute procedures that are followed for the purpose of identifying, attracting and selecting highly qualified professionals to perform specific functions. All the positions must be filled through a competitive process.

The IAI Directorate shall place no restrictions on the eligibility of men and women to participate in any capacity and under conditions of equality in any tasks or responsibilities associated with the IAI.

IAI staff members are international civil servants. Their responsibilities as staff members are not national but exclusively international.

IAI staff members shall uphold the highest standards of efficiency, competence and integrity. The concept of integrity includes, but is not limited to, probity, impartiality, fairness, honesty and truthfulness in all matters affecting their work and status.

In the performance of their duties IAI staff members shall neither seek nor accept instructions from any Government or from any other source external to the IAI.

1.1.1 Recruiting and Selection Sources

The announcements for all open positions at the IAI are posted on the IAI's website. Advertisements may also be placed in newspapers and specialized journals, as well, specialized employment organizations are a good source of candidates for open positions. Professional associations and organized networks may help identify suitable candidates, as may universities, scientific research centers, and technical cooperation organizations. Advertisements may also be disseminated through IAI's social media platforms.

The IAI is an equal opportunity employer and welcomes the applications of all qualified candidates irrespective of their racial or ethnic origin, opinions or beliefs, gender, sexual orientation, health or disabilities.

Priority on recruitment is given to applicants who are citizens of a Party to the IAI.

IAI Directorate contacts and collaborators are important informal sources for identifying potential candidates for employment. Sources of candidates are summarized below.

- file of résumés;
- IAI website and social media;
- IAI Notifications to Parties, IAI permanent committees and research networks;
- Advertisements in newspapers and specialized journals;
- Specialized employment agencies or consulting firms;
- Work groups, associations or similar agencies;
- Universities, scientific research and exchange associations; and
- contacts and collaborators.

Application Instructions

Applications from interested candidates should include a cover letter which addresses their qualifications for the position, a current curriculum vitae, and the names/addresses/phone numbers/ e-mail of three references. Additional information may be required depending on the position and circumstances. These materials, which will be accepted until the posted closing date or until a suitable candidate has been identified, should be submitted according to posting instructions.

1.1.2 Selection of Candidates

Selection of the IAI Executive Director

The election of the Director is ruled by the Article V and Article VIII of the Agreement that established the IAI and by the Chapter XII (rule 68 to rule 73) of the Standing Rules of the Conference of the Parties.

The Director shall be elected by a two-thirds majority of the Conference of the Parties from nominations submitted by the Parties and for a three-year term with eligibility for a single additional term.

The Conference of the Parties may establish an ad-hoc Director Search Committee composed by Party representatives plus the Executive Council (EC) Chair, the Science Advisory Committee (SAC) Chair and the Science Policy Advisory Committee (SPAC) Chair **and the IAI Directorate.** When established, this committee will:

- discuss the position description and will propose modifications based on activities and priorities for the Executive Director;
- develop proposed announcement for the position vacancy;
- develop a list of venues in which the position vacancy will be announced;
- circulate the proposed position description, vacancy announcement and venues to CoP for comment;
- review the nominations to prepare a short list of candidates;
- conduct the interviews with the short-listed candidates; and
- propose a recommendation to the Conference of the Parties.

The vacancy is announced to all Party representatives, posted on the IAI website and also advertised according to paragraph 1.1.1 of this manual. The announcement will contain:

- a short description of the IAI;
- a description of the main responsibilities of the IAI Director;
- a description of the qualifications required;
- a description of the appointment terms; and
- the application instructions with the deadline for the submission of the nomination by the Party representatives.

According to rule 69 of the Standing Rules of the Conference of the Parties: "The Parties shall nominate candidates 45 days prior to the date of the election by communication addressed to the

Director, who shall immediately circulate the nominations to all Parties, as received". When the Director Search Committee is created, the nominations are sent to the Committee.

All nominations received on or before the deadline will be considered.

The analysis of the applicants' profiles, in order to prepare the short-list of recommended candidates, will basically follow the following process:

- a thorough review of the applicant's professional profile and experience against the requirements for the position;
- preparation of a short list of candidates that fulfill the requirements for the position;
- telephone interview of the short-listed candidates;
- individual interview of candidates; and
- recommendation to Conference of the Parties.

The IAI Director is elected by a two-thirds majority of the Conference of the Parties. The vote is according to the rule 50 of the Standing Rules of the Conference of the Parties.

The IAI Director cannot be a citizen or permanent resident of the Party hosting the Directorate (Article VII 6. of the *Agreement establishing the IAI*) and must be a citizen of a Party to the IAI.

Selection of IAI Employees

The selection process of IAI employees is managed by the IAI Executive Director. In the selection process of the international positions, at least one member from the Executive Council and the SAC and SPAC (when necessary) may also participate. In the selection process of local positions, the Directors and/or Managers responsible for the supervision of and/or interaction with the position will also participate.

The announcement of the position will be according to paragraph 1.1.1 of this manual and will contain:

- a short description of the IAI;
- a description of the main responsibilities of the position;
- a description of the qualifications required;
- a description of the appointment terms; and
- the application instructions with the deadline for the submission.

The IAI Executive Director will create the Selection Committee according to the profile of the position.

The Selection Committee will be responsible for:

- discussing the position description and proposing modifications based on present activities and priorities (if the position description is changed **and has financial implications**, the FAC will be notified);
- developing the announcement for the position vacancy;
- developing a list of venues in which the position vacancy will be announced;
- reviewing the applications to prepare a short list of candidates;
- conducting the interviews with the short-listed candidates; and

- advising the IAI Executive Director of the most suitable candidate.

The IAI Executive Director will make the final decision.

1.1.3 Job Description

The Job Description describes the reporting relationship for the position and its principal responsibilities and functions. The description provides the criteria against which job performance will be assessed. Each post must have a fully detailed document describing the responsibilities and functions of the post.

1.2 Privileges for IAI Staff

1.2.1 General Rules and Privileges

The IAI staff, regardless of Party nationality, will enjoy judicial immunity regarding spoken or written words and all acts performed in official IAI capacity.

The internationally hired Employees of the IAI will have:

- entitlement to import, tax- and duty-exempt (except for the payment of services), any household goods and personal effects at the time of their arrival in the host country;
- entitlement to purchase a car, tax- and duty-exempt, within the first six months of their first arrival to the host country; entitlement to purchase a car, tax and duty exempt every two years.
- other privileges and immunities granted to the personnel of international organizations established in the host country as defined by the relevant local legislation.

The Executive Director and the internationally hired employees of the IAI will be entitled to export, tax-exempt, upon the termination of their functions in the host country, their household goods and personal effects, including vehicles.

As a counterpart for these privileges, the internationally hired shall not engage in any outside occupation or employment, whether remunerated or not. Dependents of internationally hired staff accredited with the Department of Privileges and Immunities of the Ministry of Foreign Affairs of Uruguay, will be authorized to perform paid activities in Uruguay as detailed in Treaty N.V. No. 70/14 between Uruguay and IAI.

The granting of privileges and immunities to the Executive Director and to the local and internationally hired employees of IAI is in the interest of the IAI and not for their personal benefit. The right to waive the immunity given to the Executive Director and his family is held by the Executive Committee under the IAI Agreement and by the Executive Director in all other cases.

More information on immunities and privileges is found in Ley no. 19.144 of the Senate and House of Representatives of the Oriental Republic of Uruguay, which is attached as an Annex to this document.

1.2.2 Executive Director

The IAI Executive Director and dependent family members living in the same household (if they are not Uruguayan citizens nor permanent residents in the Oriental Republic of Uruguay), will enjoy the privileges and immunities, exemptions and prerogatives granted to international organization representatives, in accordance with international law. The above-mentioned persons will have the following rights:

- a) personal inviolability, including prison or detention immunity;
- b) criminal, civil and administrative jurisdiction immunity;
- c) inviolability of all papers, documents and correspondence;
- d) exemption from tax on salary paid to the Executive Director for his services to IAI;
- e) exemption from immigration restrictions, foreigner's registry and national service obligations;
- f) the same guidelines regarding the currency or exchange restrictions as those granted to other international organization representatives;
- g) the same immunities and guidelines regarding personal baggage as those granted to diplomatic agents;
- h) entitlement to import, tax- and duty-exempt, (except for the payment of services), any household goods and personal effects at the time of the first arrival in the host country;
- i) entitlement to import a vehicle or to purchase an automobile every two years for his use, enjoying the same exemptions and on the same conditions generally granted to international organization representatives on long-term official missions in the Oriental Republic of Uruguay,
- j) entitlement to purchase tax exempt fuel up to a total of 500 liters of gasoline or 250 liters of diesel fuel;
- k) the residence of the Director shall have the same inviolability and defense as that of the IAI Directorate; and
- l) appointment Term: The Director will be appointed for a three-year period which can be renewed for one additional three-year term.

1.2.3 Foreign Employees

The IAI foreign employees (other than the Director) shall enjoy:

- a) the right to import, tax- and duty- exempt (except payment for services), their furniture and effects at the time of first taking up their post in the host country;
- b) personal inviolability, including prison or detention immunity;
- c) criminal, civil and administrative jurisdiction immunity;
- d) inviolability of all papers, documents and correspondence;
- e) exemption from tax on salary paid to the foreign employee for the services to IAI;
- f) exemption from immigration restrictions, foreigner's registry and national service obligations;
- g) the same guidelines regarding the currency or exchange restrictions as those granted to other international organization representatives;
- h) the same immunities and guidelines regarding personal baggage as those granted to diplomatic agents;
- i) entitlement to import, tax- and duty-exempt, (except for the payment of services), any household goods and personal effects at the time of the first arrival in the host country;

- j) entitlement to import a vehicle or to purchase an automobile every two years for their use, enjoying the same exemptions and on the same conditions generally granted to international organization representatives on long-term official missions in the Oriental Republic of Uruguay ;
- k) entitlement to purchase tax exempt fuel up to a total of 500 liters of gasoline or 250 liters of diesel fuel;
- l) other privileges and immunities that are accorded to staff members of comparable rank in international organizations established in the host country.

1.3 General Provisions

1.3.1 Working Hours

1.3.1.1 Working Schedule

IAI staff will follow local practice, as defined by the local hosting institution with regard to working hours, unless modified expressly by the Executive Director. This schedule will apply to a work week of five days. Changes in working hours and the work week for staff, or any individual staff member of the IAI, must be approved by the Executive Director.

1.3.1.2 Establishment of a Common Work Week

Bearing in mind that the methodology for establishing local salaries takes into account the length of the work week; it is a matter of equity that staff who is remunerated according to a common salary scale should also have a common work week.

The established norm for a work week (annual weekly average of hours to be worked) is 40 hours.

The Executive Director of the IAI must approve any intention to establish the regular work week at less or greater than 40 hours.

1.3.1.3 Holidays

IAI staff are eligible for the official holidays in Montevideo, Uruguay.

1.3.1.4 Compensatory Time

The IAI non-professional staff is allowed to earn compensatory time when working at the IAI premises during weekends or local holidays in Montevideo, Uruguay.

IAI non-professional staff members traveling on official business during weekends or official holidays, will be entitled to compensation for these days after their return.

IAI professional does not earn compensation time on official travel, but may take one compensatory day off during the week immediately following any travel of that is of 10 hours or longer.

Unused compensatory leave days at the termination of the employment contract or the intersessional period will not be paid.

Compensatory time will only be authorized by the Executive Director upon prior request by the employee and with the consent of the immediate supervisor.

1.3.2 Personnel Files

The Executive Director or the person designated by the Executive Director will be responsible for maintaining personal and confidential personnel files on each employee, including: Salary History, Activity Reports, data relating to annual, staff appraisal reviews and sick leave entitlements and use, authorizations and use of compensatory time, currently in SAP system - electronic personal information of the employee and his/her family (copy of documents and official visas), tenancy agreement and any other documentation related to the allowances/benefits received.

1.3.3 Extent of Service

The IAI employees shall devote their entire business time, attention and energies as well as their best talents and abilities to the business of the IAI in accordance with the IAI Executive Council and Conference of the Parties instructions and directions and shall not, during the term of their employment, be engaged in other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage except to the extent and exception hereto may be permitted by the express written authority of the IAI Director and the Executive Council Chair.

1.4 Termination of Employment Relationship

Termination of employment constitutes any act by an employee or the IAI that determines the end of the employment relationship.

1.4.1 Foreign Employees

According to the Employment Contract, there are clauses which establish mutual protection in the event of rescission, be it according to the IAI's or the employee's initiative.

For employees on fixed-term appointments of one year or more, if the IAI intends to terminate employment or not to renew the employment contract, notice shall be communicated to the employee with prior notice of 90 calendar days. If the employee intends to terminate employment, notice shall be communicated to IAI with prior notice of 45 calendar days.

For employees with appointments of less than one year, notification of termination will be given to the IAI or the employee 30 calendar days in advance.

1.4.1.1 Causes for Termination of the Employment Contract

The IAI may terminate the employment contract at any time before the end of the term under the following circumstances:

- for cause;
- for lack of funds to support the contract;
- because of extended illness/disability (see 2.3.3.3); or
- by expiration of the official visa with no renewal from the government of the hosting country.

The termination of the employment may be "for cause" only if the employee is convicted of a felonious act of moral turpitude, is consistently flagrantly and grossly negligent in the performance of his/her duties as reflected in his/her Performance Appraisal Report, or knowingly engages in wrongful misconduct resulting in damage to the IAI.

1.4.1.2 Severance Pay for Foreign Employees

Severance payments are made when an employee terminates his/her employment with IAI and will consist of the **equivalent of one month's salary (base salary and post adjustment)**. This severance shall be paid upon termination and after completion of at least three years continuous service, and provided the employee is not terminated by the Directorate for cause. An additional week of base salary will be paid for each additional year of service following the first three-year period. If the additional period of service is less than a year, the payment will be prorated at the same rate (1 year=1 week).

1.4.1.3 Final Payment

The final payment may include the following items:

- last month salary (if the salary was not paid at the beginning of the month);
- severance (for foreign employees)

unused annual leave, limited to 14 days.,

Any outstanding funds owed by the Employee to the IAI will be deducted from the final payment.

The final payment will be issued after the Checklist for Terminating Staff (see Annex 5) this needs to be updated is signed.

The Chair of the Executive Council will make the authorization for the Executive Director's final payment. The Executive Director will authorize the release of the final payment for other IAI employees.

1.4.2 Local Employees

The termination of the local employees will be according to the **host country agreement, Acuerdo entre el Instituto Interamericano para la Investigacion Del Cambio Global (IAI) y la Republica Oriental del Uruguay relativo al establecimiento de la sede de la direccion de finanzas y operaciones integradas del IAI, Ley 19.144.**

1.5 Contract Renewal for Foreign Employees

The employment contract can be renewed upon mutual agreement and provided that the official visa of the employee is still valid or extended and the financial situation of the Institute allows for this extension.

1.6 Interpretation of the Terms and Conditions of the Employment Contract

Any dispute or claim concerning the contract or to the terms and conditions of employment, will be settled by binding arbitration, with the express exclusion of any other court or jurisdiction, however privileged they may be.

The arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time a demand for arbitration is made. A decision and award rendered by all or a majority of the arbitrators shall be exclusive, final and binding on both parties, their heirs, executors, administrators, successors and assignees, as appropriate.

In the event of an unfavorable final decision to the IAI, it shall borne the costs and expenses of the arbitration; in the event of an unfavorable final decision to the employee, he/she shall borne the costs and expenses of the arbitration.

The decision and award rendered by arbitration will be enforceable, if necessary, in any court having jurisdiction.

The arbitration shall be held in a neutral venue approved by the Executive Council of the IAI.

1.7 Code of Ethics and Conflict of Interests

The policy approved by the Conference of the Parties at its VII meeting held in Merida, Mexico, on Conflicts of Interests and Standards of Ethical Conduct, will be applied for the IAI staff. (CoP VII. July 27-28, 2000 - Merida, Mexico).

2 COMPENSATION, INCLUDING BENEFITS

2.1 Definition

Compensation constitutes the total sum of remuneration, salary and benefits, given to an IAI employee. Benefits are covered in the previous section.

2.2 Principles and Objective of Compensation Policy

The following principles should be considered when establishing compensation levels:

Compensation will reflect the nature of the position, its responsibilities and functions.

When first hired, an individual's compensation is established on the basis of the qualifications, academic degree, professional background and salary history.

Annual salaries are paid to foreign employees in 12 equal installments. Foreign employees will be paid in US dollars. For foreign employees, the salary may be paid in two parts: into a foreign-country bank account, or into a local Uruguayan bank.

Local IAI staff salaries are paid in 12 equal installments in US dollars into a local bank account.

2.3 Salary Adjustments

IAI salaries may be adjusted annually, if approved, as part of the Core Budget Request. The Financial and Administrative Committee should be notified of any proposed salary adjustment. The salary for a position may be adjusted:

- 1) to reflect changes that have occurred in the accretion of duties and responsibilities; or
- 2) to reflect changes in the cost of living in the host country; or
- 3) to acknowledge job performance of the employee that merits recognition.

2.4 General Benefits

All IAI local employees will receive all the mandatory benefits according to the host country's labor legislation

2.4.1 Retirement

The Employee's monthly contribution will be capped at fourteen (14) percent for Employer's contribution. The maximum contribution to retirement will be twenty-one (21) percent of the monthly salary, representing the Employee's maximum contribution of seven (7) percent and IAI's maximum contribution of fourteen (14) percent.

The contribution to the retirement plan (IAI's and the employee's) is deposited in the employee's bank account, in a different transfer than the salary payment, with the monthly salary on the payday. Since the IAI does not have an established Pension Plan, it is the employee's responsibility to properly manage this money, as there will not be any additional funds paid by the IAI at any other time to the employee for this benefit.

2.4.2 Medical Care/Medical Insurance

The IAI will enroll the staff in a Medical Care Plan at no cost to the staff member. The IAI will pay the cost of this medical care plan.

Foreign employees and their dependents shall be enrolled in a medical and hospitalization insurance program that provides international coverage.

2.5 Benefits for International Employees

2.5.1 Life Insurance

IAI will maintain in effect during the term of employment a term life insurance policy on the life of the Employee containing coverage equal to 3 times the annual salary. Since the IAI does not have an established Life Insurance Plan, it is the responsibility of the employee to obtain coverage and provide documentation of such coverage.

If for any reason the coverage is for a lower amount, a waiver letter from the employee will be necessary.

2.5.2 Education Allowance

The education allowance will be paid to the international employees with children who accompany the employee to the post. Payments are based on the academic year.

International employees with pre-school aged children shall be granted an annual education allowance up to US\$ 1,440 per child.

International employees with children studying in primary school and secondary school (high school) shall be granted an annual education allowance up to US\$8,400 per child and International employees having children enrolled full-time at the undergraduate level at a university, shall be granted an annual education allowance up to US\$15,000 per child.

In the case of secondary and university students, the following limitations will apply (what happens first):

- until he/she graduates
- until he/she is 25 years old
- until he/she gets married
- Until /he/she receives an annual educational grant greater than US\$30,000

2.5.2.1 Eligible Costs

Pre-School

- Tuition
- Uniform
- School materials
- Gym
- Transportation

Primary and Secondary School

- Tuition
- Meals (lunch)
- Uniform
- Books and School Materials
- Gym
- Language Courses
- Transportation

University

- Tuition (for private Universities)
- Books and School Materials
- Housing (rent, utilities and taxes) or Transportation
- Board (Meals)
- Language Courses

2.5.2.2 Process to Release the Payment

- At the beginning of the academic year the employees who qualify to receive the Education Allowance will present to the Director: Finance and Administration the cost estimates according to the approved eligible costs.
- These requests will be discussed with the incumbents, and after having checked the eligible costs, the Finance and Administration Manager will prepare a recommendation to the Executive Director on the level of the accountable advance to be given to the employee.
- Within the first three months following the commencement of the school term, the employee has to present proof of enrolment into an educational institution.
- By the end of the academic year, the employee will have to submit a statement of the actual expenses paid, with copies of the receipts.
- If the actual expenses reported plus the estimates for December total less than the advance received, the difference will be deducted from the next advance.
- If the employment contract is terminated at any time, the funds not reported will be deducted from the final payment.

2.5.3 Dependents Allowance

There shall be a US\$750 annual allowance for each dependent who accompanies the Employee to the post. This allowance will be paid in July each year to coincide with the fiscal year.

Children are not dependent if over 18 years old, not enrolled in a university or its equivalent full time, or if married. If any dependent moves back home prior to the end of the fiscal year, a pro-rated portion up to the end of the fiscal year will be deducted from the next salary payment.

Children between 18 and 25 years and attends university or its equivalent full-time—the requirements of residing with the staff member does not apply in this case—will be considered dependents.

Children older than 18 years with a mental or physical disability will still be considered dependents.

2.5.4 Relocation Expenses

The IAI will pay economy class airfare for foreign employees and his/her dependents from their home to Montevideo, Uruguay.

Upon relocation, a payment will be made for 20 days full per diem per family of 1-2 people, and for 30 days full per diem for families of 3 or more people.

The amount of the daily per diem will be as follows:

- When arriving to Montevideo, the amount established for this city according to the Daily Subsistence Allowance Rate (DSAR) table of the United Nations will be used.

IAI will pay the expenses for the transportation of furniture, household goods and personal effects and their respective insurance costs under the following conditions:

- by the most economical means of transportation
- maximum weight allowed:
 - staff member without dependants: 4,890 kg
 - staff member with dependants: 8,150 kg – contracts indicate a maximum to be a 43' container
- staff may be granted a small advance shipment, usually by air, within their overall entitlement, on the basis of 1 kg by air being equivalent to 2 kg by the most economical means.

Full payment of transportation of furniture, households and personal effects is based on the employment contract terms.

2.5.5 Home Leave

The employees and dependents who accompany the employee to post shall be entitled to one home leave for each two-year period of employment. The IAI shall pay round-trip economy class airfare between the duty station and the country/city of origin of the employee or the dependents.

If at the time the home leave is requested, the country/city of destination differs from the country of origin, the maximum air fare to be paid by IAI will be from Montevideo, Uruguay to the latter.

Upon approval of the Executive Director, the employee shall use his/her home leave entitlement to bring family members to post instead of visiting them. The maximum amount to be paid by IAI under this circumstance will be the same as what would have been paid to visit the country/city of origin.

No compensation will be paid at the end of the contract if this benefit is not used.

2.5.6 Housing Allowance

An allowance shall be paid in the amount of 50 percent of the sum of monthly rent plus associated costs, not to exceed US\$1,500 per month. The associated costs will be:

- Taxes;
- Condominium expenses; and
- Security.

The employee will present to the Finance and Administration Manager a copy of the lease/rental agreement and receipts proving the payment of these expenses.

IAI's monthly share of the housing allowance will be deposited in the employee's local bank account, on payday.

A housing allowance shall be paid to Uruguayans selected for international positions who need to relocate within or to Uruguay in order to take their positions by applying the above rules.

2.6 Benefits for Foreign Employees

2.6.1 Annual Leave

Employees on fixed-term appointments of one year or more are entitled to annual leave equivalent to 22 working days. As the annual leave entitlement is credited on the anniversary date of the contract, a deficit of up to 22 days may be permitted. Leave may be taken upon approval of an application by the Executive Director. Unapproved leave of any kind will be treated as leave without pay.

Employees recruited for a short term or temporary appointment (a period of six months or less), are not entitled to annual leave. In the case of an appointment for a period longer than six months but less than a year, the annual leave will be credited at a rate of 1.83 working days of annual leave per month worked.

Employees may carry forward leave entitlements from one year to the next with the explicit approval of the Executive Director in each case, but at no time should the carryover exceed 10 working days. When employment with the IAI ends, accumulated and unused annual leave of up to 14 working days will be paid.

If, upon separation from service a staff member has accrued annual leave, he or she shall be paid a sum of money in commutation of the period of such accrued leave up to a maximum of 14 working days.

2.6.2 Sick Leave

2.6.2.1 General Provisions

Employees earn two working days of sick leave for each month of service. Unused sick leave will be accumulated and automatically carried over from one year to the next. Upon termination, employees will not be compensated in any way for unused sick leave.

Employees are responsible for informing the IAI Executive Director as soon as possible of an absence due to illness or injury. All sick leave must be approved on behalf of the Executive Director.

No employee is granted sick leave for a period of three or more consecutive working days without providing the IAI Executive Director with a certificate from a medical doctor stating that the employee is unable to perform his duties, giving a diagnosis of the illness and an estimate of the duration of incapacity. Employees holding an appointment for up to 6 months may take no more than 3 working days of sick leave without the presentation of a certificate from a medical doctor within any period of 4 months of continuous service.

Illness experienced during approved annual leave days will remain as annual leave days. No compensation or change in the classification of these days (from annual leave days to sick leave days) will be allowed.

The IAI reserves the right to seek a medical opinion from a doctor of its choice to substantiate medical claims.

2.6.2.2 Sick Leave in Excess of Entitlement

Any sick leave which exceeds the Employee's accumulated balance shall be deducted from the employee's annual leave entitlement.

2.6.2.3 Extended Illness / Disability

If, due to extended illness or disability, sick leave exceeds both the entitlement of sick leave and of the annual leave, after having exhausted both entitlements, the employee will receive 75 percent of his/her salary for a term of up to 6 months.

In order to receive this benefit, the employee will have to provide the IAI Executive Director with a certificate from a medical doctor stating that the employee is still unable to perform his duties and giving an estimate of the duration of the incapacity. If this period extends for more than 30 days, a new certificate with the same information will have to be submitted to receive the next payment.

After this term of 6 months, if the illness/disability continues, the IAI Executive Director in consultation with the EC Chair may, at any time after said period, elect, upon 30 days prior notice to the employee, to terminate his/her contract, and all further obligations or liabilities on the employer's part shall immediately cease and terminate upon the expiration of said 30 days.

2.6.3 Maternity leave

Female staff members shall be entitled to maternity leave for a total period of 16 weeks. The staff member shall receive maternity leave with full pay for the entire duration of her absence. . Annual and sick leave credits accrue during maternity leave provided the staff member returns to work for at least six months thereafter.

Sick leave is not granted during maternity leave except where serious complications occur. In this case, the provisions under 2.6.2.1 apply.

2.6.4 Paternity Leave

A staff member shall be entitled to paternity leave for a total period of up to four weeks.

The leave may be taken either continuously or in separate periods during the year following the birth of the child, provided that it is completed during that year and within the duration of the contract.

2.7 Special Provisions Relating to Foreign Employees

2.7.1 Uruguayan Visa

Pursuant to the host country agreement between the Government of Uruguay and the IAI, the foreign employees of the IAI Directorate shall have other privileges and immunities that are accorded to staff members of comparable rank in international organizations established in the host country. In accordance with regulations, the Government of Uruguay will provide IAI foreign employees with official identity documents including necessary visas, work permits and licenses where required.

The dependents of the foreign employees, defined as spouse and children who accompany the employee to post, will be also provided with the official identity documents including necessary visas and licenses where required.

3 PERFORMANCE APPRAISAL REVIEW

3.1 Purpose

Performance appraisal is a tool that is intended to promote IAI's management culture by encouraging accountability and responsibility. Its ultimate purpose is to optimize work performance at the individual, team and organizational levels, and to enhance the personal development of all IAI staff.

IAI's performance appraisal process is designed to assess how well staff members are carrying out their work and in which areas they need further development.

The Executive Director of IAI will conduct the performance appraisal review of all IAI staff.

3.2 Components

The key components in the system are:

- 1) the establishment of objectives for the upcoming year;
- 2) an ongoing dialogue between the Executive Director and staff members;
- 3) Semi-annual review of progress and challenges to meeting of goals;
- 4) annual appraisal of work performance and competencies; and
- 5) training and development plans.

3.3 Goals

The main goals of the performance appraisal system include:

- a) To improve individual performance and thereby support the achievement of the work unit's and institution's goals.
- b) To set objectives and goals mutually agreed upon by the Executive Director/supervisors and staff member for the intersessional period and decide on the assessment criteria.
- c) To improve objectivity in evaluating staff against the goals and to focus on competencies.
- d) To enhance communication and understanding between supervisors and staff with respect to job responsibilities, performance goals and the work environment.
- e) To identify staff members' training and development needs.

3.4 Implementation

See Annex 6 for a sample of the Performance Appraisal Review form.

A performance plan will be prepared during the first month of the rating period for each IAI employee. The rating period is July 1 to June 30.

The Executive Director will meet semi-annually with each staff member to evaluate progress in and challenges to meeting the goals and objectives in the Performance Appraisal Review. This semi-annual evaluation will provide staff members with the opportunity to adjust their goals and objectives.

A performance appraisal report will be prepared for each IAI employee at the end of the intersessional period.

It is expected that the whole performance appraisal process, from appraisal to rating, will not take more than 5 weeks with the following deadlines:

The employee will have 5 working days to complete Section II of the Performance Appraisal Report (titled "Staff Member's Self-Assessment"), which includes a self-appraisal of his/her achievements, proposed training needs and proposed goals objectives for the upcoming year.

The supervisor will have 5 working days to complete Section III of the Performance Appraisal Report (titled "Immediate Supervisor's Appraisal") which the supervisor is to provide his/her comments on the performance of the employee, the objectives for the next year, the training needs and to propose a performance rating level. During this time, the Supervisor will meet with the Employee to discuss his/her performance, objectives for the next year and training needs before writing his/her assessment on the form. The supervisor's appraisal will be the result of this discussion.

The Director will have up to 10 working days to review each employee's Performance Appraisal Report, to discuss the recommended performance rating with the supervisor, to request external inputs when and if necessary, and to complete section IV of the Performance Appraisal Report (titled "Overall Assessment and Recommendations").

The employee will receive a copy of his/her full Performance Appraisal Report (comments and performance rating) and will have 5 working days to complete Section V of the Performance Appraisal Report (titled "Employee's Comments").

3.5 Performance Ratings

The following rates will be applied to evaluate the performance of the staff:

Rating 1: **Corrective action should be taken**. If this employee's performance does not improve significantly in a short time, corrective measures will escalate.

Rating 2: The **employee meets most expectations and needs improvement** in some areas. It is anticipated that the employee's performance will improve and he/she will meet the requirements of the position at the next review.

Rating 3: The **employee meets the expectations** of the position. This employee performs all the required duties of the position and demonstrates the ability to continue to perform at that level. (Note: if all employees are performing at this level, theoretically there should not be any performance problems).

Rating 4: The employee meets all and sometimes exceeds the expectations of the position. The employee performs all the duties of the position without problems, meets all deadlines and can take on more duties than required.

Rating 5: The employee exceeds all expectations of the position. This employee requires almost no guidance to carry on duties, takes on more and consistently performs well beyond expectations.

3.6 Special Provisions

The performance of the Executive Director of IAI will be assessed annually by the EC Bureau which will request inputs from individuals familiar with the Director's activities belonging to any of these three groups:

- Members of the Conference of the Parties;
- Members of the Scientific Advisory Committee and **the Science-Policy Advisory Committee**; and
- Members of the IAI Directorate Staff.

The Director has the chance to request appeal of his rating to the Executive Council.

Any new employee will have his/her performance assessed if, at the time the performance appraisal rating period ends, he/she has been working at IAI for at least the previous nine months. If this is not the case, his/her performance will be assessed at the next opportunity and will cover the whole period since he/she started to work at IAI.

4 TRAVEL POLICIES AND PROCEDURES

4.1 Official Travel

Official travel is defined as travel for the purpose of attending meetings, conferences, or attending to matters directly related to IAI's interests and goals. Travel related to hiring, transfers, and leave for professional training is also considered official travel. The IAI Executive Director must authorize all official travel in advance.

A written trip report has to be submitted to the Director within 20 days after the return from the mission.

4.2 Travel Regulations

All employees on official travel for IAI, as defined above, must abide by the policies and rules for official travel as outlined below.

In order to receive reimbursement for costs incurred during periods of official travel, all such costs must be allowable as defined herein. Travel funded under specific donor awards may have unique requirements for reimbursement, such as prior approval of the awarding agency/country.

4.3 Travel Authorization

Staff members must have their Travel Authorization form approved by the IAI Director prior to beginning any official trip. The official request for travel must be in writing and include justification for the trip, a tentative agenda and cost estimate. Any changes to the approved itinerary prior to departure must be submitted in writing to the Executive Director for approval. The Travel Authorization shall be prepared for each official trip and to receive Travel Advances, the signed original will have to be submitted to the Finance and Administration Manager duly authorized.

See Annex 7 for the Travel Authorization template.

4.4 Monetary Advances for Official Travel

IAI will advance funds to employees for official trips so that staff members do not have to use personal funds to cover expenses incurred while conducting official business.

Travel expenses that shall be paid or reimbursed by the IAI Directorate include:

- (i) Transportation expenses;
- (ii) Terminal expenses;
- (iii) Daily subsistence allowance;
- (iv) Miscellaneous expenses.

Staff members must request travel advances for each specific trip with the Travel Authorization form at least five working days in advance.

The minimum advance will be equal to the established meal per diem allowance for each day scheduled plus incidentals.

Travel advances will be made in cash, using the staff members' corporate credit card, or via wire transfer to the staff member's bank account.

Travel advances will not be granted to employees who have yet to submit a Travel Expense Report from a previous trip.

The Director: Finance and Administration will perform periodic reviews to determine whether employees have submitted their Travel Expense Reports on time. If there is an outstanding claim, the employee will be informed in writing.

4.5 Travel Tickets

The IAI logistic Assistant will request at minimum 3 different fare quotes from different airlines and in two different service providers in order to compare the best price for the itinerary requested. IAI employees may use their corporate **or personal credit card (with prior written approval by the Executive Director)** to buy their tickets online, if they get a price equal or cheaper than quoted by service providers to the logistic assistant.

IAI will deliver the necessary tickets to its staff members. Such tickets are considered an advance until the employee presents the respective Travel Expense Report.

Tickets supplied by IAI are non-transferable and non-negotiable, and cannot be extended without renewed travel authorization or authorization from the Executive Director.

4.6 Means of Transportation

Public means of transportation should be used for IAI staff members unless otherwise authorized by the IAI Executive Director. Economy, coach, or excursion fares should be booked when air travel is required. This also applies to home leave travel for both staff and dependents.

Business or special class of travel may be authorized by the Executive Director in exceptional circumstance. Exceptions may also be approved in advance by the IAI Director (or the EC Chair, in the case of the Director's travel) when less than Business Class flight reservations are not reasonably available to meet necessary mission requirements or when reservations are not reasonably adequate for the medical needs of the traveler.

Staff members traveling by rail are accommodated in lounge coach for day trips and sleeper coach for night trips.

When IAI authorizes any type of transportation other than air travel, reimbursement is made up to the lesser cost of the actual cost of the ticket and the cost of the corresponding air fare.

Non-public transportation, including private automobiles, may be used for official travel when this is in the interest of IAI. Use of private transportation for official business must have prior approval of the IAI Executive Director.

IAI does not encourage use of private cars for official travel. When private vehicles are used for official travel approved in advance by the IAI Executive Director, the only reimbursements to be made are as follows:

- a) A total rate of US\$0.30 per kilometer will be considered.
- b) When more than one staff member travels in a single private car, reimbursements are made to only one person, according to the rate established above, and up to the value of air fare for the entire group.
- c) In the event that the staff member is accompanied by recognized dependents on an official trip, reimbursement will be made as specified above in 5.6 a) and 5.6 b), up to the value of the comparable air fare for the staff member. If the trip lasts longer than a similar trip by air, the additional days are charged to annual leave. The IAI Director must give prior approval to any such trip and shall establish conditions for each case.

The rates indicated above cover expenses for the operation of the vehicle only. Additional expenses, such as tolls and parking, should be submitted separately in the Travel Expense Report.

4.7 Per Diem Allowances

4.7.1 General Policy

Per diem allowances for official assignments are paid only if the assignment requires the staff member to spend more than eight hours away from the official duty station.

Per diem travel allowances are intended to cover the staff member's expenses during official travel, which includes meals and incidental items. Per diem allowances are specific to the destination where the staff member will be traveling to. If travel is done at night, the per diem rate will be that of the destination.

When travel is other than by airplane, no per diem allowance is paid en route unless the same air trip would have taken more than a day.

The following deductions will be made from the per diem allowance:

- a) When living quarters are paid for by another organization, the per diem paid by IAI will be the meal per diem and incidentals according to IAI rules.
- b) When both room and meals are paid by another organization, the daily allowance paid by IAI will be the fixed amount for incidentals only.
- c) Staff members rendering professional services are paid full per diem allowances for the first 30 days spent in one place; after which they are reimbursed up to the lesser of actual cost and 60 percent of a combined meal and incidental allowance.

Under special conditions and with prior approval of the Director, a staff member may be refunded the actual cost of lodging that exceeds the Daily Subsistence Allowance Report (DSAR) amount. Travel conditions in these cases must be specified on the official Travel Authorization form.

IAI staff members on official travel status will receive a per diem allowance according to the international per diem scale approved by the IAI Directorate as indicated in section 4.7.3. In the

case of travel to a country or city not included on the international scale, staff members will be paid a per diem according to the rate published by the International Civil Service Commission.

4.7.2 Per Diem Rates

- a) Rates are based on the Daily Subsistence Allowance Report of the United Nations (<http://icsc.un.org/resources/restr/off/dsa/reports/index.htm>)
- b) Non-international employees will receive a cash advance enough to cover all the travel expenses including hotel accommodations.
- c) Meals and Incidental Expenses (M&IE) rate
 - The meal per diem will be divided along the day as follows:
 - Breakfast: 20% (arrival / departure (return) up to 10:00 AM)
 - Lunch: 30% (arrival / departure (return) from 10:01 AM to 5:00 PM)
 - Dinner: 50% (arrival / departure (return) from 5:01 PM to 5:00 AM)This rule applies after the arrival to the destination.
 - In addition, for each day of travel an allowance for incidentals will be paid at a fixed amount of US\$ 15. This allowance will cover cost of laundry, local phone calls, local transportation (up to US\$5) and any other minor expense not paid through the expense statement.
- d) Local transportation costs exceeding US\$ 5 per day of travel will have to be claimed in the Travel Expense Form. Daily transportation costs less than US\$ 5 are covered by the incidental allowance.

4.7.3 Additional Travel Expenses

The expenses listed below will be covered for travel, over and above the per diem allowances, including:

- a) Transportation to and from the airport, taxi or car rental expenses essential to the mission or when more economical than other forms of transportation, and transportation expenses incurred in obtaining food when unavailable at the work site.
- b) Communication expenses such as Internet access, telephone calls necessary for the assignment success or when needed to make or change hotel or travel arrangements. Vouchers must be submitted for these expenses.
- c) All expenses associated with obtaining passports, visas, transit or tourist cards, vaccinations and re-entry permits. Passport renewal expenses are covered for the staff member and recognized dependents.
- d) Charges for the purchase of travelers checks. Receipts should be attached to the Travel Expense Form and the total amount of traveler checks may not exceed the total estimated per diem payments expected.
- e) Late check-out in the hotel, in case that the wait between the flight departure time and the hotel normal check-out time exceeds 4 hours.

4.8 Travel Expense Report

All staff members must present a completed Travel Expense Form with the associated receipts (including the customer copy of the airline ticket) to the Finance and Administration Manager within ten working days of the completion of official travel or home leave for his/her audit and approval.

Any advanced funds not accounted for on the Travel Expense Report will be charged against the staff members' upcoming payroll.

See Annex 8 for the Travel Expense Report template. (review template)

5 WHISTLEBLOWER POLICY

Whistleblower Policy for IAI employees Inter-American Institute for Global Change Research

Introduction

The IAI Conference of the Parties, at its 28th meeting (videoconference) adopted Decision XXVIII/5 which *Instructs the IAI Directorate, in collaboration with the Executive Council, to revise the IAI employee handbook to include a whistleblower mechanism for consideration by the 29th meeting of the Conference of the Parties (CoP-29, Videoconference).*

[Following revision and approval by the IAI Executive Council, this policy was adopted by Parties at its 29th meeting.]

I. General

The Inter-American Institute for Global Change Research (IAI) is committed to lawful and ethical behavior in all of its activities and projects and requires directors, officers and other staff to act in accordance with applicable laws, regulations and IAI administrative policies and to observe the highest standards of business and personal ethics in the conduct of their duties, responsibilities and research.

II. Reporting

The Organization encourages its directors, officers and other staff to share their questions, concerns, suggestions, or complaints with the Chair of the Executive Council.

Should the Chair of the Executive Council be unavailable, the concerns, suggestions or complaints should be addressed to the 1st Vice Chair of the Executive Council or the 2nd Vice-Chair of the Executive Council.

Any employee, officer, or director who reasonably believes that some policy, practice, behavior, or activity of the Organization or its staff is in violation of law or IAI policy should file a written complaint with the Chair of the Executive Council pursuant to the Council's role as the Executive Organ of the IAI per Article VI, paragraph 1 of the *Agreement establishing the Inter-American Institute for Global Change Research*.

Complaints may include, but are not limited to: ethics violation, or a suspected violation of law or

administrative policy, such as a complaint of discrimination, bullying or sexual harassment or suspected fraud, or suspected violation of any other regulation governing the operations or administration of the IAI Directorate and its programs.

Violations or suspected violations may be submitted on a confidential basis to the Chair of the Executive Council. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct the necessary investigation.

Crimes against person or property, such as physical assault, sexual aggression, burglary, among others, should also immediately be reported to local law enforcement personnel.

III. No Retaliation

A director, officer or other staff who makes a good faith report under this Whistleblower Policy or who cooperates in inquiries or investigations shall not suffer harassment, retaliation or adverse employment consequence.

The complainant shall report to the Chair of the Executive Council any perceived harassment, retaliation or adverse employment consequence arising from the complaint.

The Executive Director, directors, officers, or other staff who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including possible termination of employment.

This Whistleblower Policy is intended to encourage and enable directors, officers, and other staff to highlight and raise serious concerns within the IAI prior to seeking resolution outside the IAI.

IV-. Investigation

The Chair of the Executive Council will notify the complainant and acknowledge receipt of the reported violation or suspected violation within five (5) business days. All reports will be investigated in a manner intended to protect confidentiality, consistent with a full and fair investigation, and appropriate corrective action will be taken if warranted by the investigation.

The Chair of the Executive Council will inform the complainant on the procedure of the investigation with timelines within 15 working days from the complaint. At the end of the investigation, the Chair will present a summary of the investigation to the IAI Executive Council.

The complainant may work from home during the investigation if he/she feels threatened or uncomfortable in the office environment or if the complaint involves crimes against the person.

Should the complaint be judged to be of an exceptionally serious matter or if the complainant believes to be under threat,, the Executive Council may determine that the person under investigation should suspend work activities with benefits and salary until the conclusion of the investigation or until such a time that suspension is deemed unnecessary.

V. Accounting and Auditing Matters

The IAI Executive Council and the Financial and Administrative Committee shall address all reported concerns or complaints regarding IAI accounting practices, internal controls or audits. The Chair of the IAI Financial and Administrative Committee shall immediately notify the Chair and Vice-Chairs of the IAI Executive Council of any such complaint and work with the IAI Executive Council until the matter is resolved.

VI. Acting in Good Faith

Directors, officers and other staff making a complaint concerning a violation or suspected violation of some policy, practice or activity of the IAI Directorate must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of a policy, practice or activity of the Institute or applicable law of the host country. Any allegations that prove to be unsubstantiated and which prove to have been made maliciously or knowingly to be false will be considered as a serious disciplinary offense and is subject to discipline up to and including possible termination of employment.