



INTERNATIONAL
OIL POLLUTION
COMPENSATION
FUND

ASSEMBLY
16th session
Agenda item 12

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FUND/A.16/9
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SUPPLEMENTARY BUDGET FOR 1993

TRANSLATION OF IOPC FUND DOCUMENTS

Note by the Director

Introduction

1 The translation of IOPC Fund documents has been carried out by IMO since the establishment of the Fund.

2 The services rendered by IMO in respect of, inter alia, translation, production and circulation of documentation is governed by the Agreement of Co-operation between IMO (then IMCO) and the IOPC Fund, approved by the IMO Council at its 42nd session in March 1979 (document C XLII/25, Annex I) and by the IOPC Fund Assembly at its 2nd session in March 1979 (document FUND/A.2/14). The Agreement contains the following provision under Item 6, Administrative Arrangements:

"The Secretary-General of IMCO and the Director of the Fund may enter into such administrative arrangements for the implementation of this Agreement, including arrangements for the provision of assistance and the payment or reimbursement of expenditure in connexion with any such assistance, as may be necessary or desirable."

3 The IOPC Fund has always appreciated the high quality of the translation service rendered by IMO and the efficiency with which this service has been given. The IMO French Translation Section has, however, during the last two years, found it demanding to continue to translate IOPC Fund documents, due to an increase in the documentation within IMO and the freeze on two posts of translators since 1 January 1990, for budgetary reasons.

Previous Consideration by the Assembly

4 At its 15th session, the Assembly was informed by the Director that the greatly increased volume of documents and reports issued by the IOPC Fund in recent years had given rise to problems for IMO in providing a translation service. He proposed that he be authorised to discuss this matter with the Secretary-General of IMO in order to find a mutually acceptable solution to these problems. The Assembly invited the Director to discuss this matter with the Secretary-General and authorised him to agree with the Secretary-General on such modifications of the present procedures for translating documents as would be appropriate and acceptable to both IMO and the IOPC Fund (document FUND/A.15/28, paragraph 29.4).

Discussions with IMO

5 After considering various possibilities, the Director concluded that the best solution would be that an extra translator should be employed as an IMO staff member, but financed by the IOPC Fund. This would mean that IMO would be free to use this translator in any way it felt necessary, so as to strengthen the capacity of the French Translation Section in general. It would also mean that IMO could continue to give the IOPC Fund a full translation service from English to French, as it had done in the past.

6 During February 1993, the Director discussed a solution along the lines set out above with the Director of the Conference Division of IMO. In March 1993 the Director was informed that the Secretary-General had agreed in principle to the solution whereby the IOPC Fund would finance the post of a translator in IMO.

Consideration by the Executive Committee

7 The matter was submitted to the Executive Committee for consideration at its 34th session (document FUND/EXC.34/8). The Executive Committee agreed that a suitable solution would be that proposed by the Director, viz that an extra translator should be employed as an IMO staff member, but financed by the IOPC Fund. The Director was instructed to discuss the matter with the Secretary-General for the purpose of reaching an agreement on the details of an arrangement along those lines (document FUND/EXC.34/9, paragraph 5.2.2).

Formal Agreement with the Secretary-General

8 After the Executive Committee had agreed to the proposed solution, the details of the arrangements were discussed between the Director and the Director of the IMO Conference Division.

9 On 28 July 1993, the Secretary-General and the Director signed a formal agreement on translation of IOPC Fund documents into French by IMO. The Agreement is reproduced in the Annex to the present document.

10 Under the Agreement, IMO will recruit an additional translator for its French Translation Section. The IOPC Fund will pay the total costs for this post. IMO undertakes to provide translation into French of IOPC Fund documents up to a total volume of 220 000 words per annum, covered by the IOPC Fund's financing of the post of a translator. To the extent that the total volume exceeds 220 000 words per annum, IMO will carry out translations against payment by the IOPC Fund of the cost of the translations, at rates to be agreed from time to time. The agreement is limited to a period of five years and is subject to review at the end of that period.

11 It is envisaged that the first translator for this post will commence duties with IMO on 1 October 1993. The total cost for this post for the three months in 1993 is estimated at £20 000. This includes recruitment expenses for travel, removal and installation of £340, £5 000 and £4 170, respectively.

Action to be Taken by the Assembly

12 The Assembly is:

- (a) invited to take note of the information contained in this document; and
- (b) requested to approve a supplementary budget for 1993 of £20 000 for the financing of the post of a translator in IMO.

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ANNEXAGREEMENT BETWEEN THE INTERNATIONAL MARITIME ORGANIZATION
AND THE INTERNATIONAL OIL POLLUTION COMPENSATION FUND
ON TRANSLATION OF FUND DOCUMENTS INTO FRENCH

This Agreement is made between the International Maritime Organization (hereinafter called IMO) of 4 Albert Embankment, London SE1 7SR of one part and the International Oil Pollution Compensation Fund (hereinafter called FUND) of 4 Albert Embankment, London SE1 7SR of the other part.

Whereas item 6 of the Agreement of Co-operation between IMO and the FUND stipulates that the Secretary-General of IMO and the Director of the FUND may enter into such administrative arrangements for the provision of assistance and the payment or reimbursement of expenditure in connection with any such assistance, as may be necessary or desirable.

The following Agreement has been reached as regards the service rendered by IMO in respect of translation of Fund documents into French:

Article 1Obligations

IMO:

1. IMO undertakes to provide, on the same basis as for its own governing bodies, translation into French of documentation requested by the Fund:

- (a) up to a total volume of 220 000 words per annum, covered by the Fund's financing of the post of translator referred to in paragraph 3;
- (b) to the extent that the total volume exceeds 220 000 words per annum, against payment by the Fund of the costs of the translation at rates to be agreed from time to time between the Director of the Conference Division of IMO and the Director of the Fund.

2. IMO shall continue to give the FUND services in respect of typing, printing and distribution of documents, on the same conditions as agreed before.

3. To enable IMO to render the said translation services to the FUND, IMO shall recruit an additional translator for its French Translation Section. The said translator shall be recruited as an IMO staff member on grade level P3 step one, and will be subjected to all IMO Staff Rules and Regulations, including the annual increments upon satisfactory services and the contributions to staff pensions, medical care etc.

4. The responsibility for translating Fund documents rests with the French Translation Section of IMO in its entirety.

FUND:

5. The FUND undertakes to pay IMO the total cost for the post referred to in paragraph 3. This "total cost" will comprise salary, post adjustment and any allowances paid to the staff member. It will also include the costs incurred by IMO on behalf of the staff member in respect of contributions to the UN Joint Staff Pension Fund and health insurance.

6. The FUND will pay the annual costs described in paragraph 4 by 1 January of the relevant calendar year on the basis of an estimate provided by IMO, which will submit a statement of final costs to the FUND at the end of each financial year.

Article 2

Effective date of Agreement

This Agreement shall enter into force upon signature of the Parties thereto.

Article 3

Duration

This Agreement shall remain in force for a period of five years, subject to review at the end of that period.

Article 4

Termination

In the event of termination by the FUND before the five year contract period, the FUND shall pay to IMO the financial costs necessary to cover all the expenses for the translator until the end of the said period.

Article 5

Waiver

The terms of this Agreement shall not be waived, changed or altered, modified or amended in any way, except upon consent by the Parties hereto in writing.

Article 6

Settlement of Disputes

All disputes arising in connection with this contract shall be settled amicably.

Article 7

Applicable Law

The applicable law to this Agreement shall be English law.

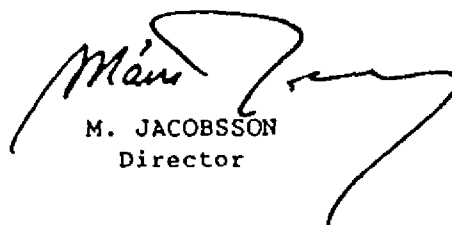
Done in London on 28 July 1993.

For the International
Maritime Organization



W.A. O'NEIL
Secretary-General

For the International
Oil Pollution Compensation
Fund



M. JACOBSSON
Director