

Agenda Item 8.1.2: Draft Resolution No. 1

Integration of the ASCOBANS Secretariat into the Agreements Unit of UNEP/CMS

Submitted by: The Secretariat



ASCOBANS

NOTE:
**IN THE INTERESTS OF ECONOMY, DELEGATES ARE KINDLY REMINDED TO BRING
THEIR OWN COPIES OF THESE DOCUMENTS TO THE MEETING**

3rd Session of the Meeting of Parties

Bristol, United Kingdom

26 – 28 July 2000

Draft Resolution No. 1

Integration of the ASCOBANS Secretariat into the Agreements Unit of UNEP/CMS

RECALLING the invitation by the Conference of Parties to the *Convention on the Conservation of Migratory Species of Wild Animals* (CMS) to consolidate the secretariat functions of the European-based Agreements, including ASCOBANS, in a special Agreements Unit to be co-located with the Secretariat of the Convention (Resolution 4.4 adopted in Nairobi 1994);

ACKNOWLEDGING Resolution 5.5 adopted by the Conference of Parties to CMS at its fifth meeting in Geneva 1997, which approved the establishment of an Agreements Unit in co-location with the Convention Secretariat;

ACKNOWLEDGING also that this Resolution provided for the establishment of a Common Administrative Unit for the UNEP/CMS Secretariat and the Agreements Unit;

ACKNOWLEDGING further that, at the request of the Conference of Parties to CMS, UNEP has provided an Administrative and Fund Management Officer for the Common Administrative Unit;

ACKNOWLEDGING also Resolution 6.7 on Financial and Administrative Matters adopted by the Conference of the Parties to CMS at its Sixth Meeting in Cape Town in 1999,

ACKNOWLEDGING further Resolution 1.1 on the Establishment of the permanent Secretariat for AEWA, adopted by the Conference of the Parties to AEWA at its First Session in Cape Town in 1999,

EXPECTING that the political and institutional weight of the Agreement will increase considerably through the integration into the UNEP/CMS framework and that this will facilitate the accession of other Range States to the Agreement;

EXPECTING also that mutual benefit will be derived from the establishment of the Agreements Unit through the pooling of resources and by strengthening the organisational and administrative potentials and increasing the efficiency of the secretariats in implementing the aims of the Agreements;

GUIDED by a common will to maintain the independent and autonomous functioning of each secretariat according to the instructions of their relevant bodies;

ACKNOWLEDGING with gratitude the contribution of the German Government in providing, and agreeing to continue to provide, the accommodation for the Secretariat on a rent-free basis;

RECOGNISING also the support given to the Secretariat by the Common UN Premises Administration in Bonn;

**The Meeting of the Parties to the
Agreement on the Conservation of Small Cetaceans
of the Baltic and North Seas**

1. ACCEPTS with gratitude the offer of the United Nations Environment Programme to administer the Agreement Secretariat within the Agreements Unit to be established from January 2001, including their provision of an Administrative and Fund Management Officer free of charge for ASCOBANS;
2. AGREES to continue to provide the necessary budget to cover the operational costs of the Secretariat;
3. ENCOURAGES close co-operation, exchange of information as well as expertise between the Advisory Committee to ASCOBANS and the Standing Committee and the Scientific Council of CMS;
4. EMPHASISES that the Agreements Unit shall have the status of a regional centre for European-based Agreements according to Resolution 4.4 of the fourth Meeting of the Conference of Parties to CMS (Nairobi, June 1994);
5. RESERVES its right, either separately or in agreement with Meetings of Parties of other European-based Agreements, to make alternative arrangements for the location of the Agreement Secretariat and its administration if the need arises;
6. REAFFIRMS the autonomy of the Meeting of Parties as the decision-making body of the Agreement and similarly reconfirms that the Executive Secretary to ASCOBANS as head of the Agreement Secretariat, albeit being an Executive Officer within the UNEP/CMS framework, primarily shall be responsible to the Meeting of Parties and the Advisory Committee;
7. DECIDES that any changes to the arrangements concerning the accommodation of the ASCOBANS Secretariat and the space currently assigned to it shall be made in agreement with the host Government and the Common UN Premises Administration in Bonn and in consultation with the UNEP/CMS Secretariat.
8. AGREES that for the administration of the ASCOBANS Secretariat within the UNEP/CMS Agreements Unit, the Terms of Reference attached as Annex 1 to this Resolution shall apply.

Annex to Draft Resolution No. 1

Terms of Reference for Secretariat Arrangements

For the Establishment of the Agreements Unit the following terms of reference will apply:

1. The Agreements Unit will comprise personnel according to the budgets of the respective Agreements.
2. The Executive Secretaries to the Agreements will report to the Executive Secretary to CMS for internal administrative matters and communication with UNEP. They will report to the Parties as well as to the competent bodies of the Agreements on their work programme. The competent bodies of the Agreements shall contribute to the annual performance appraisal of an Agreement's Executive Secretary.
3. Staff members of the Agreements Unit will function independently and will report to their respective Agreements. When the need arises, reciprocal staff assistance might be accommodated for short periods of time as authorised by the Executive Secretary to CMS.
4. Apart from the cost of the Administrative and Fund Management Officer, which is borne by UNEP, the cost of personnel for common administrative support and of common secretarial services will be funded on a cost-sharing basis by budgets of the Convention and the Agreements.
5. Recruitment of all staff members will be carried out by the United Nations Environment Programme on the basis of job descriptions prepared under the direction of the Executive Secretary to CMS with the agreement of the Chairperson of the competent body of the Agreement concerned.

UNEP will be responsible for ensuring classification of all posts. The advertisement for any Executive Secretary to a given Agreement, as well as the subsequent appointment of a candidate, will be limited to the Contracting Parties to the Agreement concerned. Secondment of staff members from Governments should be encouraged, subject to mutually acceptable arrangements between UNEP and the Government concerned.

6. Primary screening of candidates for all posts will be conducted by a panel of three, selected by the Executive Secretary to CMS in consultation with the UNEP Executive Director as appropriate in accordance with set recruitment procedures and consisting of staff including officers from United Nations agencies in Bonn. The Chairperson of the competent body of the Agreement concerned will be actively involved in the screening of candidates for the post of Executive Secretary to that Agreement and will be a member of the panel. If the Chairperson is unable to attend panel sessions, he/she is entitled to appoint a substitute. Preliminary screening of general service staff applications and interviews will be organised by the responsible Executive Secretary, in consultation with senior UNEP/CMS staff. Current staff of the respective Agreements will be eligible to compete for the available posts. Recommendations of short-listed candidates for professional and general service staff posts will be submitted to UNEP through the Executive Secretary to CMS.

Financial arrangements

7. Parties to each Agreement will request the Executive Director of UNEP to establish separate Trust Funds for each Agreement. A separate budget will continue to be adopted for each Agreement and for the Convention, by the respective Meeting of the Parties (MoP) or Conference of the Parties (CoP), as appropriate.
8. The Agreement Secretariats shall be entitled to appropriate local banking facilities for the conducting of day to day transactions.
9. The operating costs of the Secretariats (e.g. telephone use, postage, photocopying, special printing cost, etc.) will be computed and budgeted separately for each of the constituent Agreements. Where it is impracticable to compute actual costs separately (e.g. for common office supplies), the Agreements are expected to agree a contributing figure to the overall costs for these items.

Trust Fund contributions

10. Contributions from Parties will continue to be calculated separately for each Agreement and for the parent Convention, and paid annually according to the UN scale of assessment. However, a rationalised system will be developed allowing Parties to the Convention and to one or more of the Agreements concerned to pay subscriptions in a single instalment, giving clear instructions as to how the funds are to be allocated. Requests for payment will continue to be sent by UNEP in the form of an invoice, detailing the contributions to be made towards the Convention and any applicable Agreements. UNEP will administer one or more trust funds which will supply CMS and each of the Agreements concerned, according to contributions received and the overall budgets by the respective MoP/CoP.
11. Every effort should be made by the Parties to ensure adequate and timely contributions. Nevertheless, in the event of insufficient funds for salaries of Agreements Unit staff, the Executive Director of UNEP will be authorised, through a provision in the terms of reference of the CMS Trust Fund, to make special provision to cover these salaries on a reimbursable basis from the CMS Trust Fund if its resources allow. UNEP will liaise with the UNEP/CMS Secretariat on such temporary transfers of funds from the parent Convention to any Agreement. Any such movements, however temporary, will be communicated to the competent bodies of the Convention and the Agreement concerned, and reported upon at the next session of the Meeting/Conference of the Parties.