



Convention on the Conservation of Migratory Species of Wild Animals

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INSTITUTIONAL ARRANGEMENTS: CO-LOCATION OF AGREEMENT SECRETARIATS

1. Background

a) In Resolution 4.4, action points 18 and 19, the fourth Meeting of the Conference of the Parties (Nairobi, June 1994) decided that:

"18. Parties to Agreements should be invited to consider consolidating secretariat functions for one or more Agreements in regional centres which would facilitate links to the CMS Secretariat.

19. The Parties to the Agreement on the Conservation of Bats in Europe, the Agreement on the Conservation of Small Cetaceans of the Baltic and North Seas (ASCOBANS) and other European Agreements under the Convention should be invited to consolidate secretariat functions in a special Agreements Unit co-located with the Secretariat of the Convention."

b) Acknowledging the above mentioned Resolution 4.4, the first Session of the Meeting of Parties to the Agreement on the Conservation of Bats in Europe (EUROBATS, Bristol, July 1995) decided in a "Resolution on the establishment and the location of the permanent Secretariat" to co-locate the Agreement Secretariat with the Convention Secretariat in Bonn.

c) The Final Act of the Negotiating Meeting on the adoption of the Agreement on the Conservation of African-Eurasian Migratory Waterbirds (AEWA, The Hague, June 1996) provides in Article VI, paragraph 7 (6), that "at its first session, the Meeting of the Parties shall establish an Agreement Secretariat within the Convention Secretariat".

d) The Final Act of the Negotiating Meeting on the adoption of the Agreement on the Conservation of Small Cetaceans of the Black Sea, Mediterranean Sea and Contiguous Atlantic Area (ACCOBAMS, Monaco, November 1996) provides in Article IV that, "subject to the approval of the Conference of the Parties to the Convention, an Agreement secretariat shall be established within the Secretariat of the Convention".

e) In Resolution 5.5, the fifth Meeting of the Conference of the Parties (Geneva, April 1997)

approved "the establishment of an Agreements Unit within the Convention Secretariat on the basis of the attached Terms of Reference", requested UNEP "to provide the financial means for an Administrative and Fund Management Officer for this Common Administrative Unit" and invited "the Contracting Parties of ASCOBANS and EUROBATS, as well as ACCOBAMS and AEWA, to consider, in accordance with their procedures, the offer to consolidate secretariat functions in the Agreements Unit at their own expense and in line with the Terms of Reference attached".

f) Acknowledging the above-mentioned Resolutions 4.4 and 5.5, the second Session of the Meeting of Parties to ASCOBANS (Bonn, November 1997) decided in a "Resolution on the establishment and the location of the ASCOBANS Secretariat" that the Agreement Secretariat should be established in co-location with the Convention Secretariat in Bonn "on an interim basis pending its full integration in the UNEP/CMS Secretariat from 1 January 2001".

g) In Resolution No. 1, the second Session of the Meeting of Parties to EUROBATS (Bonn, July 1998) agreed "that the third session of the Meeting of Parties should adopt the full integration of the Agreement Secretariat into the UNEP/CMS Secretariat from 1 January 2001" and decided "to collaborate with other European-based Agreements on co-ordination of integration arrangements into the UNEP/CMS Secretariat".

h) Pending the establishment of the Agreements Unit in co-location with the UNEP/CMS Secretariat, the Secretariats of ASCOBANS and EUROBATS are at present provisionally administered by the German Federal Agency for Nature Conservation and the Federal Ministry of the Environment, Nature Conservation and Nuclear Safety.

2. Actions taken

a) In close co-operation with the Convention Secretariat, the secretariats of the Agreements concerned discussed and prepared the further steps to be taken for the establishment of a common Agreements Unit as decided by the respective Conference and Meetings of Parties.

b) At the 1999 Meetings of the Advisory Committees to ASCOBANS and EUROBATS the Terms of Reference for the Agreements Unit as suggested in the Annex to Resolution 5.5 were discussed. The Parties to the Agreements decided to establish a joint Intersessional Administrative Working Group that met on 24 August 1999 in Bonn. The AEWA Interim Secretariat was also represented. This meeting considered the terms of reference for the Agreements Unit and suggested certain substantive amendments as described in Annex 1 to this paper. Annex 2 contains the original terms of reference.

c) The CMS Secretariat forwarded the proposal for revised Terms of Reference to UNON for official comment. UNON indicated that, for its part, the amendments proposed were acceptable, with two provisions. With reference to the new paragraph 8, it clarified that the Agreement secretariats would be obliged under UN Rules and Regulations to use a New York-based account into which contributions would be received, and an imprest bank account in Bonn (under the same arrangement as for the UNEP/CMS Secretariat) for day-to-day transactions. With reference to the proposal that the heads of the Agreement secretariats have the title "Executive Secretary" (the same title as the Head of the UNEP/CMS Secretariat), UNON noted that while the Parties to an Agreement could have the freedom to choose the titles of their secretariat officers for public purposes, they would nonetheless be recruited by UNON as Programme Officers and would retain those titles for internal reporting purposes.

d) Additionally UNON amended clause 6 of the proposed Terms of Reference to indicate that the 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.*** This amendment has not yet come to the attention of the respective agreement bodies.

3. Action proposed by the Secretariat

The Conference of the Parties is invited to review and endorse, as appropriate, the amended Terms of Reference. If it is so decided, the Annex 1 to Resolution 5.5 would thereby be repealed and substituted with the amended annex, this decision being recorded in the proceedings of the present meeting.

Terms of Reference for Secretariat Arrangements

(Proposal submitted by the Intersessional Administrative Working Group Meeting of ASCOBANS and EUROBATS)

(These Terms of Reference were originally decided as Annex to Resolution 5.5 of the 5th CoP to CMS. They were discussed by the Advisory Committees to ASCOBANS and EUROBATS as well as by the Intersessional Administrative Working Group Meeting of both Agreements on 24 August 1999. All suggested amendments are written in **bold characters**; text in **bold square brackets** [] will be deleted.)

For the Establishment of the Agreements Unit the following terms of reference will apply¹:

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[, as well as temporal co-ordination of the work programme] 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 [normally] 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*]² in accordance with set recruitment procedures and consisting of staff including officers [and] 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**

¹ Since the adoption of these terms of reference the title of the head of the CMS Secretariat has been changed from Co-ordinator to Executive Secretary. This document has been amended accordingly.

² Amendments made by UNON, has not yet come to the attention of the bodies of the respective Agreements

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 usage, 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 MoPs/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 allowed. 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**[(s)] concerned, and reported upon at the next session of the Meeting/Conference of the Parties.