

RESOLUTION 1.1

ESTABLISHMENT OF THE PERMANENT SECRETARIAT FOR THE AGREEMENT ON THE CONSERVATION OF AFRICAN-EURASIAN MIGRATORY WATERBIRDS

The Meeting of the Parties to the Agreement on the Conservation of African-Eurasian Migratory Waterbirds,

Recalling the Final Act of the negotiation meeting to adopt the Agreement on the Conservation of the African-Eurasian Migratory Waterbirds, held in The Hague, in June 1995, which took note of resolution 4.4 adopted at the fourth meeting of the Conference of the Parties to the Convention on the Conservation of Migratory Species of Wild Animals, held in Nairobi in 1994,

Referring to Article VI, paragraph 7 (a) of the Agreement providing for the first Meeting of the Parties to establish an Agreement secretariat,

Recalling also the decision by taken at the fifth meeting of the Conference of the Parties to the Convention, held in Geneva, in 1997, on resolution 5.5 on the co-location of Agreement secretariats and inviting the Contracting Parties to the Agreement to consider consolidation of secretariat functions in the Agreements Unit within the Convention secretariat¹,

Noting with appreciation the approval by the Executive Director of the United Nations Environment Programme that the United Nations Environment Programme would be prepared to administer the Agreement secretariat within the Convention secretariat, in accordance with the terms of reference annexed hereto,

Convinced of the need to have a permanent Agreement secretariat serving the Contracting Parties and implementing their decisions and implementing the Agreement as a whole,

Welcoming the offer of the Government of the Federal Republic of Germany to provide continuing support to the secretariat established in Bonn,

1. *Decides* to establish a permanent Agreement secretariat co-located with the Convention secretariat under the administration of the United Nations Environment Programme;
2. *Decides also* to integrate the Agreement secretariat into the proposed Agreements Unit under the terms of reference annexed hereto;
3. *Agrees* to provide the permanent secretariat for the Agreement with a working budget as adopted at the first session of the Meeting of the Parties to the Agreement under resolution 1.2.

¹ See the annex to the present resolution.

Annex

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 of 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 authorized by the Executive Secretary of 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 UNEP on the basis of job descriptions prepared under the direction of the Executive Secretary to CMS with the agreement of the Chair 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 Chair 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 Chair is unable to attend panel sessions, he or 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 or Conference of the Parties, 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 United Nations scale of assessment. However, a rationalized system will be developed allowing Parties to the Convention and to one or more of the Agreements concerned to pay subscriptions in a single installment, 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 Meeting or Conference of the Parties.

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 authorized, 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 concerned, and reported upon at the next session of the Meeting or Conference of the Parties.