

DRAFT PROPOSAL FOR THE ESTABLISHMENT OF A PERMANENT SECRETARIAT FOR THE AGREEMENT ON THE CONSERVATION OF AFRICAN-EURASIAN MIGRATORY WATERBIRDS AND CO-LOCATION AT THE AGREEMENTS UNIT OF THE CONVENTION SECRETARIAT AT BONN (GERMANY)

Background

In Accordance with Article VI, paragraph 7b, the Meeting of the Parties shall at its first Session establish an Agreement Secretariat under the Convention Secretariat to perform the secretariat's functions listed in Article VIII of the Agreement. With respect to the co-location, the 4th Meeting of the Conference of the Parties to the Convention on the Conservation of Migratory Species of Wild Animals (CMS) invited the Parties to the Agreement on the Conservation of Bats in Europe (EUROBAT), the Agreement on the Conservation of Small Cetaceans of the Baltic and North Seas (ASCOBANS) and other European based Agreements to consolidate their secretariats in a special Agreements Unit at the location of the Convention Secretariat (Resolution 4.4. Paragraph 19, Nairobi June 1994). The 5th Meeting of the Conference of the Parties to CMS (Geneva, April 1997) renewed the invitation in Resolution 5.5 (see Annex 1) and approved the establishment of an Agreements Unit co-located with the CMS Secretariat and formulated "Terms of Reference for Secretariat Arrangements". Next to the Secretariats of EUROBAT and ASCOBANS, the secretariat of the Agreement on the Conservation of Small Cetaceans of the Black Sea, Mediterranean Sea and Contiguous Atlantic Area (ACCOBAMS) and the secretariat of the Agreement on the Conservation of African-Eurasian Migratory Waterbirds (AEWA) have been invited to house their secretariat functions in the Agreements Unit.

Benefits of co-location

The co-location would have some benefits for both the AEWA Secretariat and the UNEP/ CMS AEWA Secretariat. It would to some extent enable economies of scale and reduce unnecessary duplicate efforts. Furthermore the Secretariat could benefit from the experiences and knowledge of the other Secretariats. Communication, co-ordination and administration would be easier. Integration would increase the possibilities for mutual support in particularly busy periods, e.g. in the preparatory phases of the Meetings of the Parties. The latter would not be possible if Agreement meetings were to be held back to back, as all Secretariats would be equally busy.

Benefits of integration in the UN Administrative System

Co-location combined with full integration in the UNEP administration would have considerable benefits in the short and middle-long term. The Administrative and Fund Management Officer, offered at no additional cost by the UNEP Executive Director, would be able to streamline and concentrate financial and administrative procedures by concentrating fund management and administration. The officer would however operate within the rather bureaucratic confines of the UN. The benefit for the AEWA Agreement Secretariat is that it would be instantly relieved of certain administrative burdens. In the near future, Parties would probably have to deal with only one Unit operating under a single administrative regime. In the middle-long term, the Secretariat would benefit from UNEP's powerful position, its scientific capacity, its willingness and growing ability to support regional activities through inclusion in its work programme, its access to higher political levels in the community of States and international organisations, and its involvement in political discussions with other sectors, e.g. fisheries, oceans, trade and economics. Last but not least, the Secretariat would acquire a higher profile and have greater authority in its contacts with representatives of governments, NGOs and IGOs.

Disadvantages of co-location and integration in the UNEP Administration

As host country, Germany generously supports the UNEP/CMS Secretariat and the Agreements Unit. However, Parties cannot expect Germany to also provide extensive support to the Secretariats of the Convention and Agreement. One of the disadvantages of co-location of the AEWA Secretariat in Germany is that it is not a Range State who feels directly responsible for the success of the Agreement and would therefore be willing to generously support the Secretariat and its activities.

The second disadvantage is that some freedom of action of the Meetings of the Parties would be curtailed by association with the UNEP system, though this would mainly be restricted to staffing and administrative matters (e.g. salary levels and use of personnel at no additional cost). In any case salary levels, administrative charges and

procedures used by UNEP have been approved by the member states' representatives in the appropriate UN forum but are relatively high compared to the case in which a Secretariat is run by a Party.

Conclusion

On the basis of the long term discussion started at COP4/ CMS and taking into account the advantages and disadvantages of co-location at and integration with the UNEP administration, the Interim Secretariat proposes to accept the invitation of the COP5 CMS (Geneva, 1997) laid down in Resolution 5.5, to relocate the Agreement Secretariat to the Agreements Unit of UNEP/ CMS in Bonn and to integrate the Secretariat with the UNEP administration. Furthermore the Interim Secretariat proposes to apply the Terms of Reference for Secretariat Arrangements, as decided in Resolution 5.5 of COP5 CMS. The Interim Secretariat also proposes that the First Session of the Meeting of the Parties consider the results of an Inter-sessional Administrative Working Group of EUROBATS and ASCOBANS which met on 24 August 1999 to discuss these Terms of References. The Interim Secretariat proposes to implement the amendments of this working group in order to clarify the roles of the Executive Secretary to CMS/ UNEP, the competent bodies of the Agreements and the Executive Secretaries (see Annex 2).

Annex 2

Terms of Reference for Secretariat Arrangements

These Terms of Reference were originally decided on 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. The AEWI Interim Secretariat participated in the above-mentioned meeting. 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 be staffed according to the budgets of the respective Agreements.
2. The **Executive Secretaries of the Agreements** will report to the Executive Secretary of 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 each Agreement shall be consulted for the annual appraisal of performance of that Agreement's Executive Secretary.**
3. Staff members of the Agreements Unit will operate independently and will report to their respective Agreements. During relatively short peak periods, reciprocal staff assistance may be authorised by the Executive Secretary of CMS.
4. Apart from the cost of an Administrative and Fund Management Officer, which is borne by UNEP, the cost of staff for common administrative support and the cost of common secretarial services will be funded on a cost-sharing basis from the budgets of the Convention and the Agreements.
5. All staff members will be recruited by the United Nations Environment Programme on the basis of job descriptions drawn up under the auspices of the Executive Secretary of 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 for** 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 of CMS in accordance with fixed recruitment procedures and consisting of staff

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.

members and officers [and] of the 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 of 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 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 conducting day to day transactions.**
9. The operating costs of the secretariats (e.g. telephone use, postage, photocopying, special printing costs, 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 should decide on a contribution to the overall cost 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 will be 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, with 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 for the upkeep of CMS and each of the Agreements concerned, according to contributions received and the overall budgets by the respective MoPs/CoP.
10. Every effort should be made by the Parties to ensure adequate and timely contributions. Nevertheless, in the event of insufficient funds to pay the 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 a special provision to pay these salaries from the CMS Trust Fund, if it has sufficient resources, on a reimbursable basis. UNEP will consult 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 on at the next session of the Meeting/Conference of the Parties.