

**TERMS OF REFERENCE FOR THE ADMINISTRATION OF THE BUDGET  
OF THE AGREEMENT ON THE CONSERVATION OF AFRICAN-  
EURASIAN MIGRATORY WATERBIRDS.**

1. The Terms of Reference for the Trust Fund of the Agreement on the Conservation of African-Eurasian Migratory Waterbirds (AEWA) shall refer to the financial years beginning 1 January 2000 and ending 31 December 2002.
2. The Trust Fund shall be administered by the Secretariat of the AEWA in conformity with the financial administration of UNEP/CMS and the other co-located Agreement Secretariats.
3. In accordance with United Nations rules, UNEP shall deduct from the income an administrative charge equal to 13 per cent of the expenditure charged to the AEWA Trust Fund in respect of activities financed under the AEWA.
4. In the event that the Parties wish the Trust Fund to be extended beyond 31 December 2002, the Executive Director of UNEP shall be so advised in writing immediately after the first Meeting of the Parties. It is understood that such an extension of the Trust Fund shall be decided at the discretion of the Secretary-General of the United Nations. (THIS ARTICLE IS PROBABLY NOT YET NEEDED!?)
5. The financial resources of the Trust Fund for 200-2002 shall be derived from:
  - a) the contributions made by the Parties by reference to Annex 2, including contributions from any new Party; and
  - b) further contributions from Parties and contributions from States not Parties to the Agreement, other governmental, intergovernmental and non-governmental organisations and other sources.
6. All contributions to the Trust Fund shall be paid in fully convertible United States dollars. For contributions from States that become Parties after the beginning of the financial period, the initial contribution (from the first day of the third month after deposit of the instrument of ratification, acceptance or accession till the end of the financial period) shall be determined *pro rata* based on the contribution of other States Parties on the same level of the United Nations scale of assessments, as it applies from time to time. However, if the contribution of a new Party determined on this basis would be more than 25 per cent of the budget, the contribution of that Party shall be 25 per cent of the budget for the financial year of joining (or *pro rata* for a part year). The scale of contributions for all Parties shall then be revised by the Secretariat in 1 January of the next year. Contributions shall be paid in annual instalments. The contributions shall be due on 1 January 2000, 2001 and 2002. Contributions shall be paid into the following account: [STILL TO BE DETERMINED].
7. For the convenience of the parties, for each of the years of the financial period the Executive Director of UNEP shall as soon as possible notify the Parties to the Agreement of their assessed contributions.
8. Contributions received into the Trust Fund that are not immediately required to finance activities shall be invested at the discretion of the United Nations, and any income shall be credited to the Trust Fund.
9. The Trust Fund shall be subject to audit by the United Nations Board of Auditors.
10. The budget estimates covering income and expenditures for each of the three calendar years constituting the financial period to which they relate, prepared in US dollars, shall be submitted to the Meeting of the Parties to the Agreement.

11. The estimates of each of the calendar years covered by the financial period shall be divided into sections and objects of expenditure shall be specified according to budget lines, shall include references to the programmes of work to which they relate, and shall be accompanied by such information as may be required by or on behalf of the contributors, and such further information as the Executive Director of UNEP may deem useful and advisable. In particular, estimates shall also be prepared for each programme of work for each of the calendar years, with expenditure itemized for each programme so as to correspond to the sections, objects of expenditure, and budget lines described in the first sentence of this paragraph
12. In addition to the budget estimates for the financial period described in the preceding paragraphs, the Secretariat of the Agreement, in consultation with the Technical Committee and the Executive Director of UNEP, shall prepare a medium-term plan as envisaged in Chapter III of the Legislative and Financial Texts Regarding the United Nations Environment Programme and Environment Fund. The medium-term plan will cover the years 2003 - 2009, inclusive, and shall incorporate the budget for the financial period 2003-2006.
13. The proposed budget and medium-term plan, including all the necessary information, shall be dispatched by the Secretariat to all Parties at least ninety days before the date fixed for the opening of the Meeting of the Parties.
14. The budget and medium-term plan shall be adopted by unanimous vote of the Parties present and voting at the Meeting of the Parties.
15. In the event that the Executive Director of UNEP anticipates that there might be a shortfall in resources over the financial period as a whole, the Executive Director shall consult with the Secretariat, who shall seek the advice of the Standing Committee as to its priorities for expenditure.
16. Commitments against the resources of the Trust Fund may be made only if they are covered by the necessary income of the Agreement. No commitments shall be made in advance of the receipt of contributions.
17. Upon the request of the secretariat of the Agreement, after seeking the advice of the Technical Committee, the Executive Director of UNEP should, to the extent consistent with the Financial Regulations and Rules of the United Nations, make transfers from one budget line to another. At the end of the first or second calendar year of the financial period, the Executive Director of UNEP may proceed to transfer any uncommitted balance of appropriations to the second or third calendar year respectively, provided that the total budget approved by the Parties shall not exceed, unless this is specifically sanctioned in writing [by the Technical Committee]
18. At the end of each calendar year of the financial period<sup>1)</sup>, the Executive Director of UNEP shall submit to the Parties, through the UNEP/CMS Secretariat, the accounts for the year. The Executive Director shall also submit, as soon as practicable, the audited accounts for the financial period. These shall include full details of actual expenditure compared to the original provisions for each budget line.
19. Those financial reports required to be submitted to the Executive Director of UNEP shall be transmitted simultaneously by the Secretariat of the Agreement to the members of the Technical Committee (WHO

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<sup>1)</sup> *The calendar year 1 January to 31 December is the accounting and financial year, but the accounts official closure date is 31 March of the following year. Thus, on 31 March the accounts of the previous year have to be closed, and it is only then that the Executive Director can submit the accounts of the previous calendar year.*

ELSE, THEY MAY ACT AS A KIND OF INTERSESSIONAL BODY< ALTHOUGH NOT HAVING FORMALLY BEEN GIVEN THESE TASKS).

20. [The Secretariat of the Agreement shall provide the Technical Committee with an estimate of proposed expenditures over the coming year simultaneously with, or as soon as possible after, distribution of the accounts and reports referred to in the preceding paragraphs.] ( THIS MAY NOT BE NEEDED GIVEN THE POSITION OF THE TECHNICAL COMMITTEE).
21. The present terms of reference shall be effective from 1 January 2000 to 31 December 2002 and implemented by staff of the Interim Secretariat until the moment that a permanent Secretariat has been established at the UNEP/CMS premises in Bonn and a full time Executive Secretary has been appointed.