

Draft 16 March 2010

REVISED ADMINISTRATIVE ARRANGEMENTS BETWEEN THE
UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
AND THE SECRETARIAT OF THE
UNITED NATIONS CONVENTION ON BIOLOGICAL DIVERSITY
(CBD)

Preamble

The Executive Director of the United Nations Environment Programme (UNEP) and the Executive Secretary of the United Nations Convention on Biological Diversity (CBD);

Pursuant to decision I/4 of the first meeting of the Conference of the Parties (COP) to the CBD which designated the UNEP to carry out the functions of the Secretariat of the Convention while ensuring its autonomy to discharge the functions referred to in Article 24;

Recalling decision 18/36 of the eighteenth session of the Governing Council of the UNEP which welcomed the designation of the UNEP to carry out the functions of the Secretariat of the Convention while ensuring its autonomy to discharge the functions referred to in Article 24;

Aware that decision II/19 of the second meeting of the Conference of the Parties accepted the offer of Canada to host the Permanent Secretariat of the CBD in Montreal;

Recalling decision III/23 of the third meeting of the Conference of the Parties which invited the Executive Director of the UNEP and the Executive Secretary of the CBD to develop procedures, making an effort to conclude by 27 January 1997, with respect to the functioning of the

Permanent Secretariat of the CBD, to clarify and make more effective their respective roles and responsibilities;

Cognizant that decision III/23 stressed further that the procedures must be in accordance with the United Nations financial and staff rules and regulations and with decision I/4 of the Conference of the Parties and should as far as possible, and where appropriate, follow the Personnel, Financial and Common Services arrangements agreed to between the United Nations and the Framework Convention on Climate Change;

Aware that some of the services required by the Secretariat of the CBD in accordance with Article 24 of the Convention and the appropriate decisions of the Conference of the Parties are provided by the United Nations Office at Nairobi (UNON);

Recalling decision IV/17 of the fourth meeting of the Conference of the Parties which endorsed the administrative arrangements between UNEP and the Secretariat of the CBD, contained in annex III of document UNEP/CBD/COP/4/24 and which entered into force on 30 June 1997;

Recalling paragraph 6 of decision VI/29 which welcomed with appreciation the decision of the Secretary-General of the United Nations of 8 December 2000, to upgrade the post of the Executive Secretary of the Convention from D-2 to Assistant Secretary-General (ASG), pursuant to paragraph 21 of its decision V/22; and endorses the decision of the Bureau of the fifth meeting of the Conference of the Parties approving the upgrading of the post of the Executive Secretary to Assistant Secretary-General in April 2001;

Recalling also decision VII/33 of the seventh meeting of the Conference of the Parties which invited the Executive Director of the UNEP and the Executive Secretary of the CBD to review and revise the administrative arrangements between UNEP and the Secretariat of the CBD;

Having undertaken the review and revision of the administrative arrangements as mandated by decisions VII/33, VIII /10 and IX/29, with a view to incorporating changes that have occurred within the Convention process, as well as those relating to United Nations rules, procedures and practices;

Hereby decide to apply the following revised administrative arrangements,

I. Personnel Arrangements

1. The Executive Secretary of the CBD will be appointed by the Secretary-General of the United Nations after consultation with the Conference of the Parties through its Bureau and the Executive Director of UNEP. The Executive Secretary will be appointed at the level of Assistant-Secretary General for a three years term, renewable after consultation with the Bureau of the Conference of the Parties.

2. The appraisal of the performance of the Executive Secretary will be conducted in accordance with the established United Nations practices of senior UN officials at the level of Assistant Secretary-General. The Executive Secretary is accountable to the COP through its Bureau on policy related issue.

3. Posts and their levels are established by the Conference of the Parties to the CBD and the Meeting of the Parties of its related legal instruments Classification and recruitment are undertaken in conformity with the principles laid down by the General Assembly of the United Nations.

4. The Executive Director of UNEP will, upon recommendation by the Executive Secretary of the CBD, appoint professional, in accordance with the relevant staff rules and the United Nations recruitment

procedures in force. Appointment of General Service shall be appointed by the Executive Secretary and will follow the International Civil Aviation Organization (ICAO) - the lead United Nations agency in Montreal Appointments of Secretariat's staff under short term assignment of less than 11 months will be made by the Executive Secretary. Employment of consultants, within available allotments, will be decided by the Executive Secretary, in accordance with United Nations procedures

5. Arrangements related to medical health of the staff of the secretariat are contains in Annex .

II. Financial Arrangements

General Provisions

6. The Financial Regulations and Rules of the United Nations will govern these financial and common services arrangements. These arrangements will also be consistent with the financial rules adopted by the COP and the MOP.

7. The financial and common support services of the CBD Secretariat will be provided by UNON or any other United Nations entity, as appropriate, and as agreed by the Executive Director of UNEP, in full cooperation with the Executive Secretary of the Convention.

III. Contributions and Funds

8. The Executive Director of UNEP, with approval of UNEP's Governing Council, has established the following trust funds to support the Convention process:

- (a) Special account for the Core Administrative Budget of the CBD (General Trust Fund for the CBD - alpha code BY);
- (b) Special fund for additional voluntary contributions to the core budget for approved activities under the CBD (General Trust Fund for additional voluntary contributions in support of approved activities under the CBD - alpha code BE);
- (c) Special fund for voluntary contributions to facilitate the participation of Parties in the CBD process (General Trust Fund for voluntary contributions to facilitate the participation of Parties in the process of the CBD - alpha code BZ).
- (d) General Trust Fund for the Core programme budget for the Biosafety Protocol (-alpha code BG)**
- (e) Special Voluntary Trust Fund for the Additional Voluntary Contributions in support of Approved Activities under the Biosafety Protocol (- alpha code BH);**
- (f) Special Voluntary Fund for Facilitating Participation of Developing Country Parties, in particular the Least Developed and the Small Island Developing States amongst them, and Parties with Economies in Transition in the process of the Biosafety Protocol. (- alpha code BI);**
- (g) General Trust Fund for Voluntary Contributions to Facilitate the Participation of Indigenous and Local Communities in the Work of the Convention on Biological Diversity (-alpha code VB)**

9. The trust funds, referred to in paragraph 8 above, will be subject to arrangements related to Appendix D of the Staff Regulations and Rules. The related resources and expenditures will be accounted for under a

separate account to be established by the United Nations for this purpose.

10. For the purpose of recording funds and expenditures, the trust funds, referred to in paragraph 8 above, will be administered in accordance with UN Rules and Regulations with the following exception:

11. No operational reserve will be maintained under the Core Administrative Budgets of the Convention and Protocol accounts on the understanding that the CBD Working Capital Reserve will be maintained and administered under those accounts. No operational reserves will be maintained under the other trust fund accounts.

12. The CBD Secretariat will be exempt from the requirement to submit cost plans and annual substantive and programme performance reports to the UNEP. It will, however, adopt appropriate financial planning and reporting practices corresponding to its own administrative needs and to such purposes as may be determined by the Conference of the Parties.

13. Notifications (invoices) of contributions due from Parties to the Convention and to the Biosafety Protocol will be processed on the basis of the Executive Secretary's communication on approval of the CBD indicative scale of contribution amount for each Party, in cooperation with the Fund Management Branch of UNEP, as appropriate. Notifications (invoices) are to be sent by the Trustee to all Parties by 1 October of the year preceding the year for which contributions are due unless otherwise decided by the Conference of the Parties to the Convention or the Meeting of the Parties to the Protocol. Pledged contributions will be recorded under the trust funds in accordance with the rules and regulations governing the acceptance of such pledges. Contributions of the CBD accounts shall be deposited in the following accounts:

UNEP Trust Fund Account No. 485-002809
J.P. Morgan Chase
International Agencies Banking Division
1166 Avenue of the Americas, 17th Floor
New York, N.Y. 10036-2708
USA

or

UNEP Euro Account No: 6161603755
J.P. Morgan AG
PO Box 60284
Junghofstrasse 14
60311 Frankfurt/Main
Germany

14. UNEP will promptly advise the Executive Secretary by facsimile, or any other appropriate means of communication, of the receipt of the contributions and acknowledge receipt to the donors. On a monthly basis, UNEP will provide to the Executive Secretary an up-to-date report of the status of pledges, payments of contributions and expenditures.

IV. Treasury

15. All contributions to the Convention and to the Biosafety Protocol are deposited in the Trust Funds referred to in paragraph 8 of this agreement, and in accordance with the terms of reference for such trust funds, it is the prerogative of the Secretary-General of the United Nations to invest all available cash surpluses in the account to achieve the best possible investment returns. The Treasurer of the United Nations will therefore invest CBD monies that may not be immediately required. The interest earned on the Convention and the Biosafety Protocol trust funds will be credited to the relevant trust funds.

V. Budget

16. The budgets of the CBD are approved, respectively, by the Conference of the Parties to the Convention and the Conference of the Parties as the Meeting of the Parties to the Biosafety Protocol. The Executive Secretary may commit resources only if such commitments are within the budget approved by the Conference of the Parties to the Convention and the Conference of the Parties serving as the Meeting of the Parties to the Biosafety Protocol, as the case may be, and within available resources.

17. The Executive Secretary of the CBD will prepare draft allotments and staffing tables for activities under the budgets of the Convention and the Biosafety Protocol, and submit it to the Executive Director of UNEP. These allotments constitute the authority to the Executive Secretary to enter into commitments and expend resources, including the extension of staff contracts. The Executive Secretary of the CBD has the responsibility to adhere to all applicable UN Regulations and Rules when exercising this authority.

18. Certification authority for expenditures from each of the trust funds of the Convention and the Biosafety Protocol will reside with the Secretariat-based Fund and Administrative Officer, who will consult fully with the Executive Secretary of the CBD on such matters. The Secretariat-based Fund and Administrative Officer, in full consultation with the Executive Secretary, can delegate this authority to the responsible Fund Programme Management Officer in UNEP when necessary.

VI. Accounting and Reporting

19. UNEP will maintain, in full consultation with the Executive Secretary, the accounts for CBD, approve payments on behalf of the

CBD Secretariat, provide payroll services, record obligations, disbursements and expenditures and provide on quarterly basis, up-to-date report of all accounts to the Executive Secretary in accordance with established procedures.

20. Specific accounting functions within the accounting system of UNEP (presently the Integrated Management Information System - IMIS), will be delegated to the Secretariat-based Fund Management Officer, such as:

21. No disbursement will be made if funds are not available within the trust funds established for the Convention.

22. A bank account will be maintained in Montreal to support the day-to-day transactions of the Secretariat. This account shall be replenished as and when required. The Montreal Bank Account is not intended for the receipt of contributions, except in extraordinary circumstances and in accordance with United Nations Rules and Regulations. In such circumstances, the Executive Secretary will record the related reasons and provide them to UNEP.

23. On a monthly basis, UNEP will provide the Executive Secretary with up-to-date information on the status of allotments, trial balance and unliquidated obligations. The final accounts will be submitted to the Executive Secretary for certification and submissions to the Board of External Auditors and reporting to the Conference of the Parties in accordance with CBD Financial Procedures.

VII. Procurement of Goods and Services

24. The Executive Secretary may approve procurement of goods and services up to a maximum of **\$150,000** for each transaction, provided that:

- (a) except as provided in (c) below, contracts involving commitments in excess of **\$25,000** will be let only after competitive bidding or calling for proposals. If proposals are called, a comparative analysis of such proposals shall be kept on record;
- (b) contracts will be awarded to the lowest acceptable bidder, provided that where the interest of the Convention so required, all bids may be rejected. In such case, the Executive Secretary will record the related reasons and provide them to UNEP;
- (c) the Executive Secretary may award contracts without calling for proposals or formal invitations to bid, in the circumstances set out in paragraphs **(a) and (i) – (x) of financial rule 105.16**; in such cases, appropriate reasons will be recorded and provided to UNEP.
- (d) The Executive Secretary is authorized to procure goods and services directly subject to procedural conditions specified in Annex B of the UNEP administrative memorandum of 15 October 2003 and subject to Financial Regulation 5.12 and Financial Rules 105.13 and 105.18.**

25. Travel of the CBD Secretariat staff will be authorized by the Executive Secretary and will be at standards not higher than those which the United Nations may set from time to time. Travel of delegations under the terms of the Special Fund for Voluntary Contributions to Facilitate Participation of Parties in the CBD process **(the BZ Trust Fund)** and under the terms of the Special Voluntary Fund for Facilitating the Participation of Parties in the Biosafety Protocol process **(the BI Trust Fund)** will be governed by ST/SGB/107/Rev.6 and related legislative decisions of the Conference of the Parties, or donor requirements.

VIII. Reimbursement for Services provided to the Secretariat

26. The administrative budgets of the Convention and its protocol are subject to 13 per cent programme support reimbursement on actual recorded expenditures.

27. The above programme support funds will be used in part for financing the full and effective requirements of the administrative/personnel unit of the CBD Secretariat in Montreal. The remaining support funds will be used for financing the services provided to the CBD Secretariat, including **recruitment services by UNEP** and the provision of human resources development staff by **UNEP** when required.

28. The Executive Secretary of the CBD and Executive Director of UNEP shall agree on an annual basis on the services to be provided to the Secretariat from income generated to UNEP under the overhead charges. The Executive Secretary shall submit a detailed report to the COP and to the MOP on administrative and financial support provided by the host organization under the overhead charges.

29. Voluntary funding provided for substantive activities that do not envisage any programme services by UNEP will be exempted from the 13 per cent reimbursement..

IX. Conference and Other Services

30. **UNEP** will **provide** conference services to the sessions, including interpretation and translation of documents, of the Conference of the Parties of the Convention and its Protocol, as well as its subsidiary bodies in full cooperation with the Executive Secretary of the CBD.

X. Revision of this Agreement

31. The provisions of this agreement or their application may, at the request of either party be reviewed at any time. Such a request will be made at least four months in advance, and will then be addressed at the next meeting of the Bureau of the Conference of the Parties, or the next meeting of the Conference of the Parties, whichever comes first.

Signed:

Achim Steiner

Executive Director of UNEP

Date:

Ahmed Djoghlaif

Executive Secretary of

Date: