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Chairperson
Ramsar *Ad Hoc* Working Group on
Administrative Reform
First Secretary
Permanent Mission of the Republic of
Indonesia to the United Nations,
World Trade Organization and other
international organizations in Geneva

20 June 2011

Dear Mr. Koba,

First of all, allow me to congratulate you on your recent election as Chairperson of the Ramsar *Ad Hoc* Working Group on Administrative Reform and to wish you every success in steering the Working Group towards fulfilling its mandate.

In response to your letter of 9 June 2011 and the Decision SC42-30 of the Ramsar Standing Committee, I am pleased to transmit, for the Working Group's consideration, additional information that IUCN believes would be useful to inform the decision making of the Parties regarding future hosting of the Ramsar Secretariat.

IUCN would like to reiterate its gratitude to members of the Working Group and the Contracting Parties for the opportunity to provide substantive input to their deliberations and for their careful consideration of the issue of Ramsar administrative reform.

IUCN stands ready to provide any additional information upon request and looks forward to working with you, other members of the Working Group and all Ramsar Contracting Parties towards a constructive outcome.

With best regards,

A handwritten signature in black ink that reads 'Julia Marton-Lefèvre'. The signature is written in a cursive style with a long, sweeping tail on the 'e'.

Julia Marton-Lefèvre
Director General

CC: Mr. Anada Tiega, Secretary General of the Ramsar Convention



Information Helpful to Inform Parties' Decision-making Regarding Future Hosting of Ramsar Secretariat

Response to the Ramsar Standing Committee Decision SC42-30
20 June 2011



International Union for Conservation of Nature

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Background Note

At its 42nd meeting, the Ramsar Standing Committee, in its Decision SC42-30, invited IUCN, the Ramsar Secretariat, and UNEP to provide to the Working Group and Secretariat any additional information they believe would be useful to inform the decision making of the Parties regarding future hosting of Ramsar Secretariat.

IUCN welcomes this opportunity to provide the Working Group and all Parties substantive information to facilitate decision making. Up until now, the *Ad Hoc* Working Group on Administrative Reform has not requested information from IUCN beyond requests for administrative data. As IUCN has consistently stated in its interventions since Ramsar COP 10 (see Annexes 5, 6, 7 and 8), it remains fully committed to continuing to host the Ramsar Secretariat and is therefore grateful for the opportunity provided by Decision SC42-30 to present its case for doing so to the Working Group and to all Parties.

This document captures the essential elements of IUCN's relationship with Ramsar, administrative and beyond, which seeks to facilitate a comparative analysis to be undertaken by Parties of the respective benefits, both tangible and intangible, of the present and possible future hosting arrangements for the Ramsar Secretariat.

Substantial parts of the information presented in this document have been made available previously, but are consolidated here to provide members of the Working Group and Parties with a clear basis for decision making.

IUCN thanks the Contracting Parties for their careful consideration of the issue of future hosting arrangements for the Ramsar Secretariat and stands ready to provide any additional information upon request.

Executive Summary

IUCN is honoured to have hosted the Ramsar Secretariat since its inception and to have contributed to the Convention's success. IUCN remains fully committed to continuing to host the Ramsar Secretariat at its present headquarters in Gland, Switzerland and to ensuring that there is an efficient, cost-effective Ramsar Secretariat of the highest competence in place to meet the needs of the Contracting Parties.

The Ramsar Convention has flourished under current hosting arrangements, with 160 Contracting Parties and 1,933 listed Wetlands of International Importance covering an area of over 189 million hectares—the largest protected area network in the world, virtually the size of Mexico. The track record of the Convention demonstrates clearly that administration of the Secretariat by IUCN is not a barrier to success or constraint on ambition.

IUCN recognizes that Parties have raised legitimate questions about whether the current hosting model for the Secretariat provides the strongest possible value added for the Convention. IUCN welcomes the process of review that these questions have triggered and agrees that this will contribute constructively to ensuring that the Secretariat is equipped to operate effectively in future. IUCN notes with satisfaction that the current discussions of the hosting arrangements have not questioned the quality of the administrative services or the intellectual environment provided by IUCN. Furthermore, IUCN believes that many of the issues raised by Parties have already been or can be resolved within the remit of the current administrative arrangements.

Given the urgency of the biodiversity crisis, IUCN believes that the energy and efforts of the international community between now and 2020 should be fixed firmly on responding effectively and acting urgently on achieving the global targets adopted by the Ramsar Convention through its Strategic Plan 2009-2015 to contribute to sustainable development, in synergy with the targets adopted by the Parties to the Convention on Biological Diversity in Nagoya, Japan, in October 2010 and in particular that:

“By 2020, ecosystems that provide essential services, including services related to water, and contribute to health, livelihoods and wellbeing, are restored and safeguarded, taking into account the needs of women, indigenous and local communities, and the poor and vulnerable.”

IUCN further believes that the Ramsar Convention is uniquely placed to have a leading role in achieving this target with respect to ecosystem services related to water. Our planet has lost as much as 50% of its wetlands over the 20th century. At a moment when a strong consensus among governments has emerged on the actions needed to halt biodiversity loss, address the water crisis and climate change adaptation and mitigation challenges, now is not the time to impose on the Ramsar Secretariat the severe disruption that would result from a change in hosting arrangements.

Whatever the outcome of the deliberations on the issue of administrative reform, IUCN looks forward to continuing to work closely with the Ramsar Convention to ensure the conservation and wise use of wetlands as vital assets for sustainable development.

Legal and Institutional Aspects

IUCN's unique nature and legal status as it applies to Ramsar

Established in 1948, IUCN is the world's oldest and largest global environmental network—a democratic membership union with more than 1,000 government and non-governmental member organizations, and almost 11,000 volunteer scientists in more than 160 countries. As at 1 June 2011, IUCN has 1,157 Members, including 86 States, 117 government agencies, 921 national and international NGOs, and 33 affiliates.

At a time when the architecture of intergovernmental organizations is being carefully scrutinized, especially in the lead-up to the Rio 2012 conference, IUCN's hybrid nature serves as an example of a truly multi-stakeholder platform that gives equal voice to governments and civil society.

IUCN provides a neutral forum for governments, NGOs, scientists, business and local communities to find pragmatic solutions to conservation and development challenges. IUCN is governed by a Council elected by member organizations every four years at the IUCN World Conservation Congress. IUCN uses a bicameral voting system at the World Conservation Congress under which both government members and NGO members must each approve decisions over IUCN policy.

IUCN is the only environmental organization which has official Observer Status at the United Nations General Assembly and maintains a formally accredited permanent observer mission to the UN in New York where it is recognized as an Intergovernmental Organization¹.

The Ramsar Convention is recognized by the UN legal department as an accredited intergovernmental treaty (UN Treaty Series No. 14583), and UNESCO is the depositary of the Convention. As a fully accredited intergovernmental treaty, benefitting from the legal commitments entered into by Contracting Parties, Ramsar operates on an equal footing to the other biodiversity-related conventions. Ramsar routinely receives accreditation to various UN fora as an Observer, and the Ramsar Secretary General is able to express Ramsar's views on global issues in a similar way that applies to all UN-administered convention¹ Secretariats.

In Switzerland, IUCN is recognized as an international quasi-governmental organization. The same status applies, for example, to the International Organization for Standardization (ISO) and the International Air Transport Association (IATA)². As such, IUCN is accorded substantial fiscal and other privileges. The clarification of the IUCN legal status in Switzerland is found in Annex 1. As for IUCN's legal status in other relevant jurisdictions around the world, it is established on the basis of host country agreements negotiated between IUCN and each such jurisdiction, and in the majority of locations where IUCN has Secretariat presence, it is recognized as an Intergovernmental Organization.

IUCN administers the Ramsar Secretariat under Article 8.1 of the treaty text. It is the legal personality of the Secretariat, not the treaty, that is linked to IUCN. As noted in UNEP's Review of the possible change in institutional host for the Ramsar Secretariat, the legal status of the Ramsar Convention will not be affected if the Contracting Parties decide that it will become a UNEP-administered convention.

¹ United Nations website <http://www.un.org/en/members/intergovorg.shtml>

² Swiss Federal Department of Foreign Affairs website <http://www.eda.admin.ch/eda/fr/home/topics/intorg/inorch.html>

The Secretariat itself would have no decision-making powers and would remain directed by the Conference of the Parties; it would not have an international legal personality but derive its legal status from UNEP, like it does now from IUCN³.

IUCN, the Ramsar Convention and international environmental law

Through its Commission on Environmental Law, IUCN has played a key role in developing much of the international legislation that today governs the relationships among governments in the field of conservation. In addition to the Ramsar Convention, IUCN has been at the origin of several other multilateral environmental agreements, notably the 1972 World Heritage Convention, the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and the 1992 Convention on Biological Diversity (CBD).

The origins of the Ramsar Convention can be traced to the 1962 conference organized by the International Wildfowl Research Bureau, which later became Wetlands International and is a long-standing IUCN Member, where some 80 experts recommended that "...IUCN compile a list... of European and North African wetlands of international importance... and that this list may be considered as a foundation for an international convention on wetlands."

In addition to hosting the Ramsar Secretariat since its establishment in 1987, IUCN is the official advisory body on natural heritage to the World Heritage Convention, and provides scientific and technical advice to CBD and CITES, for example by producing the Analyses of Proposals to Amend the CITES Appendices for each of the Conferences of the Parties. IUCN's knowledge tools such as the Red List Index have been adopted by the CBD as one of the indicators to measure progress towards the achievement of global biodiversity targets.

IUCN continues to be at the forefront of development and implementation of the international and national environmental law, and is a respected reference point for its science-based, impartial expertise.

Synergies and collaboration with other environmental treaties and organizations

Contracting Parties are rightly concerned that coordination and coherence is improved among the multilateral environmental agreements (MEAs). They want to eliminate unnecessary duplication, which wastes resources and makes national-level administration of convention implementation inefficient.

IUCN acknowledges the need for and actively promotes synergies among MEAs and institutions. At the same time, it is IUCN's firm view that enhanced collaboration among biodiversity-related conventions, which holds the key for greater coherence in the international environmental governance system overall, can be achieved regardless of administrative arrangements.

In fact, it is already well underway. Ramsar already has full membership in UN coordination mechanisms, including the Biodiversity Liaison Group and the Environment Management Group. The Ramsar Secretariat has also developed strong partnership activities with many UN entities including UN-WATER, UNESCO, UN Food and Agriculture Organization, UNEP, UN-HABITAT, the World

³ UNEP report "Review of the possible change in institutional host for the Ramsar Secretariat" http://www.ramsar.org/pdf/UNEP_Report-to-RamsarAHWG_cochairs_071010.pdf

Health Organization, the UN World Tourism Organization and the World Meteorological Organization, as well as with multilateral agencies such as the World Bank and the Global Environment Facility.

Being administered by IUCN in no way limits Ramsar's ability to engage in formal and informal manner with the other environmental conventions and relevant organizations in the UN system and beyond. IUCN itself participates in these processes and has, for example, recently been requested by the four biodiversity-related conventions, including Ramsar, to help them map their activities in support of the CBD Strategic Plan.

The Ramsar Convention currently has good cooperation and collaboration with the other MEAs, particularly those related to biodiversity. Ramsar has a successful joint work plan with the CBD and CMS. IUCN administration was no barrier to the establishment of these work programmes and is no barrier to their implementation.

Similarly, UN administration is not a prerequisite for access to UNEP collaborating centres, such as the UNEP World Conservation Monitoring Centre (WCMC) or Global Resource Information Database (GRID). Indeed, IUCN's own Freshwater Biodiversity Unit is hosted by WCMC and itself collaborates on a daily basis with WCMC, all while collaborating productively with the Ramsar Secretariat. If there are current weaknesses in collaboration between UNEP and the Ramsar Secretariat, these can be readily addressed through closer cooperation. IUCN administration provides no barrier to partnership with UNEP.

IUCN itself undertakes partnerships and joint work with UNEP. TEMATEA, designed to support more coherent implementation of biodiversity conventions, is a partnership between IUCN, Ramsar and UNEP. Likewise, the environmental law database ECOLEX is a partnership including both IUCN and UNEP. The Ramsar Convention already benefits fully from their services regardless of the Secretariat's administration.

Summary of IUCN's Administrative Arrangements for the Hosting of Ramsar Secretariat

IUCN's hosting arrangements for the Ramsar Secretariat are defined in the Letter of Agreement on Provision of Services between IUCN and Ramsar⁴, found in Annex 2, and cover the provision of services related to accounting and finance, information technology, facilities management, and human resources. Day-to-day operations are conducted in accordance with the delegation of authority provided to the Secretary General by the IUCN Director General.

Administrative systems are set up to ensure that the highest standards of accountability are met, but avoiding complex and multi-layered bureaucratic structures. The Secretariat is able to operate free of many of the constraints and restrictions imposed by the UN, for example the mandatory requirement for business-class travel for trips over nine hours. In IUCN's view, the Secretariat is able to more effectively and efficiently meet the needs of Parties as a result.

IUCN has made continuous efforts to improve the cost-effectiveness of these services over the years, for example between 2010 and 2011, overheads decreased from 10% to 8.5%. IUCN notes with satisfaction that the current discussions on the future hosting arrangements for the Ramsar Secretariat have not questioned the quality of the administrative services provided by IUCN. Detailed information on the various aspects of hosting arrangements have been provided following earlier requests of the *Ad Hoc* Working Group and are available on the Ramsar website and in Annexes 3 and 4 to this document.

With such a nimble and flexible administration provided by IUCN, the Ramsar Secretariat is able to adapt more easily to the evolving needs of the Convention, particularly at a time when many governments and donor agencies are putting their aid budgets and priorities under increasing scrutiny.

Accounting and finance

IUCN provides the full range of accounting and finance services to the Ramsar Secretariat. In 2010, accounting and finance costs were revised, resulting in a decrease of 20% (see Annex 3). IUCN applies the highest international auditing and oversight standards, including the establishment of due diligence processes and operational guidelines on issues related to procurement, partnerships, project performance and financial reporting. The latest audit report of Ramsar for the last three years carried out by Deloitte found no control weaknesses or irregularities.

Information technology

IUCN is currently upgrading its information technology infrastructure and rolling out the Enterprise Resource Planning (ERP) system which will benefit Ramsar through a fully modern decision-making tool for finance planning, HR management, and other essential organizational needs, as well as the latest information and communication technologies.

⁴ Letter of Agreement on Provision of Services between IUCN and Ramsar www.ramsar.org/pdf/sc/40/key_sc40_doc08_add1.pdf

Information technology services costs charged by IUCN to Ramsar decreased by 10% from 2010 to 2011. Furthermore, IUCN has borne the costs of ERP development and rollout to the tune of CHF 5 million and did not require Ramsar to contribute to this. The Ramsar Secretariat along with IUCN's distributed Secretariat around the world will greatly profit from this state-of-the-art technology which will also help Ramsar as well as IUCN reduce communication and other administrative costs.

Facilities management

IUCN's recently inaugurated Conservation Centre, which serves as Ramsar's headquarters, is an award-winning "green" office building that offers world-class facilities for the Ramsar Secretariat. Not only the Secretariat enjoys ample and comfortable office space, but it also has full access to the library, and conference facilities, including for regular meetings of its Standing Committee and the Scientific and Technical Review Panel.

Ramsar's location in the Conservation Centre in Gland offers opportunities for Ramsar staff to be in constant touch with and benefit from the numerous science-driven events and visitors. In addition to IUCN headquarters and Ramsar staff, the Conservation Centre is home to the World Association of Zoos and Aquariums, the MAVA Foundation and La Fondation Internationale du Banc d'Arguin – FIBA. WWF International's headquarters are a short walk away, thus enabling daily interaction between the Ramsar Secretariat and two out of five of the Convention's International Organization Partners.

Human resources

In accordance with the IUCN Global Human Resources Policy all recruitment in IUCN (which applies to Ramsar) is merit-based within the provisions of the IUCN Statutes and the principles of equal opportunity and non-discrimination that are a part of all our policies, procedures and practices.

The IUCN Human Resources Management Group (HRMG) has developed a state-of-the-art online recruitment system which is being deployed throughout the Secretariat worldwide, and has been used by the Ramsar Convention Secretariat since September 2009. The IUCN online recruitment system is cost-effective, efficient, ensures confidentiality and is paper free.

Relevant Ramsar staff have the responsibility to prepare vacancy announcements (including terms of reference and selection requirements), short list, check references, organize interviews and follow due processes, and selection. HRMG provides advice and guidance to Ramsar at any stage of the selection process as required and when a candidate is nominated takes responsibility for contracting, arrangements for relocation to Switzerland, etc. Recruitment of the Secretary General is mandated to the Ramsar Standing Committee. The IUCN Director General is by convention invited to sit on the recruitment panel for the Secretary General as an Observer. If the Ramsar Secretariat's administration moves to UNEP, the recruitment of the Secretary General would be managed under UN rules and this would change the mandate of the Ramsar Standing Committee with regard to Secretary General's recruitment.

Through e-recruitment, Ramsar vacancies are announced on the Ramsar and IUCN web sites, the IUCN membership portal and are distributed electronically to other recruitment websites. The average number of applications for the ten Ramsar positions since September 2009 is 166 (the maximum being 328 and the minimum 62). The average number of weeks between the closing date for applications and the acceptance of a job offer by the preferred candidate is eight.

IUCN is proud of the efficiency and quality of its recruitment process. While the majority enjoys a fulfilling career with the organization, a number of its staff members have been successfully recruited to professional and management-level positions with UNEP and other UN agencies.

IUCN staffing costs for equivalent competence are generally lower than in the UN system. In IUCN's view therefore, the 'cost-neutral' scenario for a UN-administered Secretariat represents a downgrading of the capacity of the Secretariat. Not only would international staffing be diminished, but the translation of an M-grading at IUCN to a P4 classification in the UN is, in IUCN's view, incorrect. The competencies required for the Ramsar Senior Regional Advisors – as the Convention's main representatives in the regions tasked with liaison with Parties on key policy issues – have been underestimated. Likewise, the role of the Partnership Coordinator who is in charge of all fundraising and partnership activities at global level is underestimated by having its M-grade translated to a P4 in scenario 2 and P3 in scenario 3. This indicates that a UN-administered Secretariat will either be more costly to Parties, or it will lose vital capacity to support implementation.

Summary of IUCN's Programmatic Engagement with the Ramsar Convention

Ramsar has been successful in building the world's largest network of protected areas and, critically, in creating the framework of resolutions needed to sustain wetland conservation in today's world. This success has stemmed from the commitment of governments, with vital support from scientific expertise and practical knowledge provided by scientists and NGOs.

Joint work among governments, civil society and scientists has benefited the Ramsar Convention since the very beginning. In IUCN's view, the unique nature of IUCN as a union of governments, NGOs and volunteer scientists provides the strongest possible platform for such joint action. Without this, conservation of wetlands will be less effective.

IUCN's role as an International Organization Partner to Ramsar puts it in a unique position to support the Convention through sharing scientific knowledge and practical experience. IUCN and Ramsar's partnership is based on a shared stake in the global water crisis and a shared commitment to conservation and sustainable use of wetlands.

Ramsar implementation at the national level

IUCN is proud to note the extent to which the Ramsar Convention is ratified to date, by 160 countries in which 1,933 sites are recognized as Wetlands of International Importance, with many more in the process of being listed. IUCN has been pleased to assist Ramsar through its wide network of regional and country offices and Members whose expertise and presence is available to the Ramsar Parties and Secretariat.

This expertise and partnership have often been used to advance the Convention's implementation at the national level. As an example, IUCN's country office in Vientiane played a key role in supporting Lao PDR's accession to the Ramsar Convention as the 160th contracting party in July 2010 and designation of the country's first two wetlands of international importance on the Ramsar List.

IUCN collaborates with the Secretariat at a technical level as well as with Contracting Parties on demonstration of wetland and watershed management. For example, the IUCN Water and Nature Initiative has contributed to better management in Ramsar sites as diverse as the Azraq Oasis in Jordan, the Stung Treng site in Cambodia and the Okavango Delta in Botswana. IUCN regional and country offices implement add this portfolio of wetland management projects.

As Ramsar national administrative authorities seek more help and guidance in responding to multiple pressures to listed wetlands, especially from development, water resource degradation and climate change, IUCN—with its on the ground presence in over 160 countries through its globally distributed Secretariat, Members and partners—can assist the Ramsar Secretariat in responding to the needs of its Contracting Parties.

Under the present arrangements, Ramsar Advisory Missions are key actions that are taken to support Contracting Parties in the management of wetlands with concrete results on the ground. It would be useful to know if the same flexible approach would be taken under the UN rules.

Advancing the Convention's implementation through partnerships

Reflecting the importance of joint action to its history and success, the International Organisation Partners (IOPs) of Ramsar engage actively in supporting implementation of the Convention. They

provide guidance and advisory services to Contracting Parties, work jointly with Parties on demonstrations of wetland restoration and management, contribute to the Convention's Strategic Plan and provide their expertise on the Scientific and Technical Review Panel. None of the UN-administered MEAs have such arrangements in place.

Each of the IOPs – namely Wetlands International, WWF, BirdLife International, the International Water Management Institute and IUCN – brings its own network of regional and national offices, collaborating institutions and member organisations. Collectively, this provides Ramsar with a comprehensive and global network of relevant experience, knowledge and expertise. The Secretariat, as well the Contracting Parties, regularly call upon this network and put it to active use in for example site assessments, regional initiatives, communications and joint knowledge products. Internal networks offered under UN administration are not equivalent and provide no parallel to the IOP network available to Ramsar under the current administrative arrangements.

IUCN believes that implementing the Ramsar Convention and reversing the loss and degradation of wetlands worldwide is more successful when it is done in partnership between governments, NGOs, the scientific community and the private sector. As the latest example of a successful partnership between Ramsar, IUCN and the Danone Group, a methodology on “Afforestation and reforestation of degraded tidal forest habitats” has been developed and submitted to the Clean Development Mechanism of the UN Framework Convention on Climate Change (UNFCCC). This new methodology has just been approved and certified by the UNFCCC, opening opportunities for the private sector to invest in wetland management and restoration to mitigate climate change and receive carbon credits.

Access to scientific expertise

The Ramsar Convention established the Scientific and Technical Review Panel (STRP) to provide a formal mechanism for delivery of scientific advice to the Convention. The STRP produces high quality guidance for the Contracting Partners and advice for the Secretariat. The current administrative arrangements ensure that top wetland scientists are represented and that STRP can operate with the minimum of bureaucracy. The lessons learned through IUCN's field activities are fed into the Ramsar STRP and used to provide guidance to Contracting Parties.

In addition, Ramsar is able to call upon IUCN expertise from the Union's six scientific commissions which count over 12,000 representatives worldwide. These are the Species Survival Commission (SSC), World Commission on Protected Areas (WCPA), Commission on Ecosystem Management (CEM), Commission on Environmental Economics and Social Policy (CEESP), Commission on Environmental Law (CEL) and Commission on Education and Communication (CEC).

Implications of a Possible Shift of the Convention to UNEP

In IUCN's view, the Ramsar Convention and its Contracting Parties do not face a crisis of administration; they are confronting a crisis of biodiversity loss, water and food security crisis, climate change, and other challenges that urgently require wetland conservation and wise use to address them.

In response to the urgent need to halt biodiversity loss, last October in Nagoya, Japan, Parties to the Convention on Biological Diversity adopted the landmark Strategic Plan with 20 targets for 2020.

In particular, Target 14 of the Strategic Plan says that: *“By 2020, ecosystems that provide essential services, including services related to water, and contribute to health, livelihoods and wellbeing, are restored and safeguarded, taking into account the needs of women, indigenous and local communities, and the poor and vulnerable.”*

The Ramsar Convention, alongside other biodiversity-related conventions, has agreed to work together on contributing towards the CBD Strategic Plan and is tailor-made to drive forward action on this target, which is only nine years from now.

A move of the Ramsar Secretariat between now and 2020 would entail unnecessary bureaucratic upheaval during a time when all efforts should be focused on delivering conservation and wise use of ecosystem services. Transition of the Secretariat to UN administration is likely to swallow most if not all of triennium's work of the Convention. Human and financial resources will be channeled to transitioning bureaucracy instead of supporting action on implementation.

Moreover, as UNEP is currently working towards resolving financial and other issues in the relationship with the multilateral environmental agreements it administers⁵, it may be prudent to wait for the outcome of that process before deciding on the best hosting arrangements for the Convention.

IUCN believes that under its administration, the Ramsar Secretariat will continue to be a more adaptive, nimble and cost-effective institution, well-equipped to strengthen wetland conservation and sustainable use in a rapidly changing world.

⁵ Evolution of the relationship between the United Nations Environment Programme and the multilateral environmental agreements that it administers: Note by the Executive Director: UNEP/GC.26/INF/21 <http://www.unep.org/gc/gc26/download.asp?ID=1391>

Annexes

1. Letter from the Swiss Federal Department of Foreign Affairs regarding Legal Status of IUCN in Switzerland
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7. IUCN Director General's letter to Ramsar Parties, June 2010
8. IUCN Statement to Ramsar COP 10, October 2008

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Madam Julia Marton-Lefèvre
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Bern, 7 September 2010

Legal Status of IUCN in Switzerland

Madam Director General,

In the course of the different discussions you have had with members of my Department, you expressed the wish to have available a tool that would enable you to clarify IUCN's legal status in Switzerland to IUCN's State Members and other partners. Accordingly, please find below the legal analysis of this status prepared by my staff.

1. IUCN's status in Switzerland is determined by the "Agreement between the Swiss Federal Council and the International Union for Conservation of Nature and Natural Resources concerning the fiscal status of the Union and of its personnel in Switzerland", signed on 17 December 1986 (RS 0.192.122.451). This Agreement was amended at IUCN's request by means of an exchange of letters dated 14 and 20 June 2000 relating to Swiss social security benefits for non-Swiss staff employed by the Union.
2. In its decision to negotiate, and subsequently to enter into, an agreement with IUCN, the Federal Council took into consideration IUCN's unique situation. Indeed, although IUCN does not fulfil all the criteria that would make it eligible for classification as an intergovernmental organization in the strictly legal sense of the term, it nonetheless has certain predominant characteristics typical of intergovernmental organizations because of which the status usually reserved for non-governmental organizations would have been unsatisfactory. Thus, the Federal Council took into consideration the fact that the Members of IUCN include, among others, States or State entities, that its structure is comparable to that of an intergovernmental organization (General Assembly, Council, Secretariat), that a portion of its financial resources come from States and that its core activity – namely, the protection of nature and the environment – involve tasks that typically fall under the remit of States. At that time, the Federal Council emphasized that

IUCN was the only international organization that promoted State cooperation in this area and that, as a result, the organization was indispensable.

3. In light of this unique situation, the Federal Council sought a constructive solution that would enable it to grant to IUCN and its personnel a privileged fiscal status above and beyond the status offered to NGOs. Still, the Federal Council was not in a position to confer upon IUCN full intergovernmental organization status, on account of the non-governmental component of its membership and of the fact that it was not created by an international treaty. In so proceeding, the Federal Council broke new ground.
4. In 1986, the Federal Council took this decision in the belief that it was in Switzerland's interest to host an organization as important as IUCN. It therefore recognized that IUCN was a quasi governmental international organization. This practice was confirmed through its application in other similar cases, and subsequently codified in the 22 June 2007 Federal Act on the Privileges, Immunities, Facilities and Financial Assistance Granted by Switzerland as Host State (Host State Act, "LEH", RS 192.12). The LEH entered into force on 1 January 2008. Its aim is to codify and consolidate Federal Council practice in this area and to assemble in a single law the principal tools of Switzerland's policy as host State.

Thus, among other potential beneficiaries of privileges and immunities, the Host State Act identifies intergovernmental organizations and quasi governmental international organizations. The Host State Act thus codifies the fundamental distinction previously recognized by the Federal Council between quasi governmental international organizations and NGOs.

By virtue of Article 8 of the LEH, a quasi governmental international organization may enjoy certain privileges, immunities and exemptions upon the following conditions:

- a. A majority of its members are States, organizations established under public law or entities discharging responsibilities that typically fall under the remit of States;
 - b. Its institutional structures are similar to those of an intergovernmental organization; and
 - c. It undertakes activities in the territories of two or more States.
5. The message from the Federal Council communicated to the Parliament in anticipation of the adoption of the Host State Act¹ specifically notes the following at paragraph 2.3.1.3: *"[...] It is often the case for a quasi governmental international organization to be the result, at its inception, of private initiatives that the State considers sufficiently important so as to seek full membership in it, in order to ensure that State interests are represented. INGOs [editor's note: International Non-Governmental Organizations] generally aim to keep their distance from States in order to preserve their independence. Quasi governmental international organizations, on the other hand, aim to establish a close relationship with States by, for example, permitting them to become full members, in order to add to their action a different international dimension; nonetheless, it is not possible for a quasi governmental international organization to become a classic intergovernmental*

¹ Communication concerning the Federal Law on Privileges, Immunities, Facilities and Financial Assistance Granted by Switzerland as Host State (Host State Act, "LEH"), of 13 September 2006, Federal Register 2007, p. 4311 ss.

organization. Indeed, an intergovernmental organization may have as members only States or other intergovernmental organizations, whereas a quasi governmental international organization permits States to collaborate with non-State members on the basis of equal rights. Nonetheless, the predominantly inter-State character of this type of organizations qualifies them for special status in Switzerland, so as to allow them, similarly to intergovernmental organizations and international institutions, to carry out their activities in full independence and without Switzerland, as the Host State, gaining financial advantages from their presence on its territory [...]". [unofficial translation]

6. On the basis of the agreement concluded in 1986 by and between the Federal Council and IUCN, the latter enjoys the following advantages:
- IUCN is exonerated from all direct, indirect (value-added tax) federal, cantonal and communal taxes.
 - Non-Swiss IUCN staff members are exonerated from all direct federal, cantonal and communal taxes on salaries, income and indemnities paid to them by IUCN.
 - Non-Swiss staff members employed by IUCN are entitled to a work and residence permit in accordance with the law on foreigners (residence permit, B permit, or residence authorization, C permit).
 - IUCN staff members are covered by the Swiss social security system.

In 1986, the Federal Council recognized the major importance of IUCN in its area of activity as well as the interest that Switzerland had in hosting IUCN in its territory. I can confirm to you that our interest in your organization continues to be as great as, if not greater than, it was at that time. It is this interest that warranted the Host State's financial contributions in the form of a donation toward the construction of IUCN's Headquarters in Gland in 1990, and in the form of a loan toward the building of the Headquarters extension in 2008 - a loan, the latter, that was accorded on the same conditions as those granted to intergovernmental organizations.

Please accept, Madam Director General, the assurances of my highest consideration.

Micheline Calmy-Rey
Federal Counsellor



CH-3003 Bern, EDA, MCR

Madame Julia Marton-Lefèvre
Directrice générale
UICN, Union internationale pour la
conservation de la nature
Rue Mauverney 28
1196 Gland

Berne, le 7 septembre 2010

Statut juridique de l'UICN en Suisse

Madame la Directrice générale,

Dans le cadre des discussions que vous avez eues avec mon Département, vous avez émis le souhait de disposer d'un instrument vous permettant d'expliquer aux Etats membres de l'UICN et à vos autres partenaires le statut dont l'UICN jouit en Suisse. Vous voudrez bien trouver ci-après l'analyse juridique élaborée par mes services.

1. Le statut de l'UICN en Suisse fait l'objet de "*l'Accord entre le Conseil fédéral suisse et l'Union internationale pour la conservation de la nature et de ses ressources pour régler le statut fiscal de l'Union et de son personnel en Suisse*", conclu le 17 décembre 1986 (RS 0.192.122.451). Cet accord a été modifié à la demande de l'UICN par un échange de lettres des 14/20 juin 2000 portant sur la situation du personnel de nationalité étrangère de l'Union au regard des assurances sociales suisses.
2. En décidant de négocier, puis de conclure un accord avec l'UICN, le Conseil fédéral a pris en compte la situation particulière de l'Union. En effet, si celle-ci ne remplit pas tous les critères permettant de la qualifier d'organisation intergouvernementale au sens strictement juridique du terme, elle n'en présente pas moins des éléments intergouvernementaux prépondérants et pour lesquels le traitement normal réservé aux organisations internationales non gouvernementales n'aurait pas été satisfaisant. Ainsi, le Conseil fédéral a tenu compte du fait que les membres de l'UICN sont, entre autres, des Etats ou des entités étatiques, que sa structure est comparable à celle d'une organisation intergouvernementale (Assemblée générale, Conseil, Bureau), que ses ressources financières sont en partie d'origine étatique et que son activité – à savoir la protection de la nature et de l'environnement – relève de tâches incombant principalement aux Etats. Le Conseil fédéral avait, à l'époque, souligné que l'UICN était la seule organisation internationale à promouvoir la coopération entre Etats en la matière et qu'elle s'avérait dès lors indispensable.

3. Au vu de cette situation particulière, le Conseil fédéral a recherché une solution constructive permettant d'accorder à l'UICN et à son personnel non suisse un statut fiscal privilégié allant au-delà des possibilités offertes aux ONG. Il n'était toutefois pas en mesure de considérer l'UICN comme une organisation intergouvernementale à part entière, compte tenu de ses composantes non gouvernementales et du fait qu'elle n'est pas créée par un traité international. Ce faisant, le Conseil fédéral a fait oeuvre de pionnier.
4. En 1986, le Conseil fédéral a pris sa décision à la lumière de l'intérêt de la Suisse à accueillir une organisation aussi importante que l'UICN. Il a ainsi reconnu que l'UICN était une organisation internationale quasi gouvernementale. Cette pratique a été confirmée au travers de divers autres cas d'application, puis a été ancrée dans la loi fédérale du 22 juin 2007 sur les privilèges, les immunités et les facilités, ainsi que sur les aides financières accordés par la Suisse en tant qu'Etat hôte (Loi sur l'Etat hôte, LEH, RS 192.12). La LEH est entrée en vigueur le 1er janvier 2008. Elle a pour but de codifier et de consolider la pratique du Conseil fédéral en la matière et de régler dans une seule loi les outils principaux de la politique suisse d'Etat hôte.

Ainsi, la loi sur l'Etat hôte mentionne, entre autres bénéficiaires potentiels de privilèges et immunités, les organisations intergouvernementales et les organisations internationales quasi gouvernementales. La loi sur l'Etat hôte consacre de cette façon la distinction fondamentale qui a été reconnue par le Conseil fédéral dans le passé entre les organisations internationales quasi gouvernementales et les ONG.

En vertu de l'article 8 LEH, une organisation internationale quasi gouvernementale peut bénéficier de privilèges, d'immunités et de facilités aux conditions suivantes:

- a. elle a pour membres une majorité d'Etats, d'organisations de droit public ou d'entités exerçant des tâches qui incombent à des Etats;
 - b. elle dispose de structures similaires à celles d'une organisation intergouvernementale et
 - c. elle a des activités sur le territoire de deux ou plusieurs Etats.
5. Le message du Conseil fédéral transmis au Parlement en vue de l'adoption de la loi sur l'Etat hôte¹ mentionne en particulier ce qui suit au chiffre 2.3.1.3: "*[...] Il est fréquent qu'une organisation internationale quasi gouvernementale soit une émanation, à l'origine, d'initiatives privées qui ont toutefois suscité un intérêt particulier suffisant pour que les Etats en deviennent membres à part entière, afin d'y faire valoir des intérêts étatiques. L'OING [ndlr: organisation internationale non gouvernementale] cherche généralement à garder ses distances avec les Etats de façon à sauvegarder son indépendance. Au contraire, l'organisation internationale quasi gouvernementale cherche à se rapprocher des Etats, notamment en facilitant leur accession en qualité de membres de l'organisation, afin de donner une portée internationale différente à son action; une transformation en organisation intergouvernementale classique n'est toutefois pas possible. En effet, l'organisation intergouvernementale ne peut avoir comme membres que des Etats ou d'autres organisations intergouvernementales, alors que l'organisation internationale quasi gouvernementale permet aux Etats de collaborer à droits égaux avec des membres non étatiques. Il n'en demeure pas moins que le caractère interétatique prédominant de ce type d'organisation justifie l'octroi d'un statut particulier en Suisse, afin de lui permettre, tout comme à l'organisation intergouvernementale ou à l'institution internationale, d'accomplir ses tâches en toute indépendance et sans que la Suisse, comme Etat hôte, ne tire des avantages financiers de sa présence sur son territoire [...]*".
 6. En vertu de l'accord conclu en 1986 entre le Conseil fédéral et l'UICN, celle-ci bénéficie des avantages suivants:
 - L'UICN est exonérée des impôts directs et indirects (taxe sur la valeur ajoutée) fédéraux, cantonaux et communaux.
 - Les membres du personnel de l'UICN qui n'ont pas la nationalité suisse sont exonérés des impôts directs fédéraux, cantonaux et communaux sur les traitements, émoluments et indemnités qui leur sont versés par l'Union.
 - Le personnel non suisse engagé par l'UICN se voit accorder une autorisation de séjour et de travail conformément à la loi sur les étrangers (autorisation de séjour, permis B, ou autorisation d'établissement, permis C).
 - Le personnel de l'UICN est affilié au système suisse de sécurité sociale.

¹ Message relatif à la loi fédérale sur les privilèges, les immunités et les facilités, ainsi que sur les aides financières accordés par la Suisse en tant qu'Etat hôte (loi sur l'Etat hôte, LEH), du 13 septembre 2006, Feuille fédérale 2007, p. 4311 ss

En 1986, le Conseil fédéral a reconnu l'importance majeure de l'UICN dans son domaine d'activité et l'intérêt de la Suisse à l'accueillir sur son territoire. Je peux vous confirmer que l'intérêt que nous portons à votre organisation est toujours aussi grand, si ce n'est plus grand, qu'à l'époque. C'est cet intérêt qui a justifié les contributions financières de l'Etat hôte à la construction du siège de l'UICN à Gland sous forme de don en 1990, et à son extension sous forme de prêt en 2008, accordé aux mêmes conditions que celles qui sont consenties aux organisations intergouvernementales.

Veillez agréer, Madame la Directrice générale, l'assurance de ma considération distinguée.



Micheline Calmy-Rey
Conseillère fédérale

LETTER OF AGREEMENT ON PROVISION OF SERVICES (Referred to hereinafter as the “LoA” or “Services Agreement”)

Between

IUCN, International Union for Conservation of Nature and Natural Resources (referred to hereinafter as "IUCN"), represented by the Director General of IUCN, (referred to hereinafter as "DG-IUCN"), headquartered at Rue Mauverney, 28, 1196 Gland, Switzerland,

And

The Convention on Wetlands of International Importance (Ramsar, Iran 1971) (referred to hereinafter as "Ramsar Convention" or “Ramsar”), represented by the Chair of the Standing Committee of Ramsar (hereinafter referred to as "Chair-Ramsar"), headquartered at Rue Mauverney 28, 1196 Gland, Switzerland,

Hereinafter also referred to individually and collectively, respectively, as “Party” and "Parties".

PREAMBLE

Recalling that the Ramsar Convention, Art. 8(1) provides that "[t]he International Union for Conservation of Nature and Natural Resources shall perform the continuing duties under this Convention until such time as another organization or government is appointed by a majority of two-thirds of all Contracting Parties".

Recalling Resolution X.5 adopted at the 10th Meeting of the Conference of Parties to the Ramsar Convention held in Changwon, Republic of Korea from 28 October to 4 November 2008, which, inter alia:

- CONFIRMED that the Ramsar Convention is an international treaty deposited with the United Nations and that activities mandated by its Conference of Parties for the implementation of the Convention are activities carried out under the legal authority of an international treaty and its Contracting Parties; and
- CALLED UPON the Secretary General of the Ramsar Convention (referred to hereinafter as "SG-Ramsar"), the DG-IUCN, and the government of Switzerland to continue to work together to resolve the challenges identified in SC DOC 37-2 and other related documents, and any other impediments that the Secretariat faces in carrying out its functions;

Recalling that to date, services by IUCN to the Ramsar Secretariat for the management of financial and budgetary matters, personnel management and facility management have been provided under the framework of the following documents:

- The Service Agreement between IUCN and the Ramsar Convention dated 4 March 2005,
- The Memorandum of Understanding on Headquarters Facilities between the DG-IUCN and the Chair-Ramsar dated 7 November 1991 and .
- The Delegation of Authority by the DG-IUCN to the SG-Ramsar dated 29 January 1993 and the Supplementary Note thereto also dated 29 January 1993, as each such document was agreed and signed by and between the DG-IUCN and the Chair-Ramsar (and is hereafter referred to respectively, as the “1993 Delegation of Authority” and the “1993 Supplementary Note”.

Recognizing that in accordance with relevant Resolutions of the Ramsar Conference of Parties, in particular Resolution C.4.15 of 1990 and the Delegation of Authority, the SG-Ramsar is responsible for the administration of the Convention funds and for all other matters except those requiring the exercise of legal personality, it being understood that the responsibility for the latter rests with the DG-IUCN.

Taking note (a) of the letter dated 8 February 2008 by which the SG-Ramsar gave notice to the DG-IUCN of the cancellation of the Service Agreement between IUCN and the Ramsar Convention dated 4 March 2005, and the need to conclude a new service agreement within the framework of the documents mentioned above and other relevant documents; and (b) of the letter of 7 February 2009 signed by the Parties and extending the term of the referenced current Service Agreement up to and including 6 March 2009.

Taking note of Ramsar Standing Committee’s decision SC37-41 approving “that up to a maximum of 13% of the expenditure in each year’s core budget can be spent on service charges for Administration, Human Resources, Information Technology, and Financial Services”. Also taking note that the decision SC37-41 is binding on Ramsar only and does not give rise to any contractual obligation for IUCN.

Accordingly, IUCN agrees to provide the Ramsar Secretariat with services in the areas of accounting and finance, information technology, facility and personnel management (hereinafter referred to as “Services”) in return for monetary payments, as detailed under Sections A to D of this Services Agreement.

Ramsar Secretariat agrees to adhere to all IUCN policies and procedures relevant to matters within the purview of this Services Agreement as they currently exist. IUCN shall inform and, where appropriate, consult Ramsar when policies and procedures relevant to matters within the purview of this Services Agreement are amended or developed in the future. Ramsar will conform with these amendments and developments provided they are not materially inconsistent with existing Resolutions of the Ramsar Conference of Parties and decisions of the Ramsar Standing Committee. Where an IUCN policy is amended in a manner that is materially inconsistent with existing Resolutions and decisions, the SG-Ramsar is required to report this to IUCN. The SG-Ramsar is responsible for endeavouring to ensure that any decision taken relating to matters within the purview of this Services Agreement by the Standing Committee or Conference of Parties is consistent with IUCN policies and procedures. Where a decision is taken that is materially inconsistent with IUCN policies and procedures the SG-Ramsar is required to report this to IUCN. Ramsar Secretariat and IUCN shall always remain in compliance with applicable Swiss laws and regulations.

A. ACCOUNTING AND FINANCE

1. Accounting and Financial Services

IUCN shall:

- a. Provide and maintain a separate Ramsar general ledger with separate accounting transactions from those of IUCN.
- b. Process all validly supported and coded payment requests prepared by Ramsar subject to liquidity availability.
- c. Process all the necessary Journal entries into the Ramsar general ledger according to applicable policies and procedures.
- d. Ensure that all interest accruing on Ramsar bank accounts is credited to Ramsar.
- e. Prepare the current account reconciliation between the Ramsar general ledger and the IUCN general ledger.
- f. Prepare bank reconciliations on a monthly basis on the Ramsar bank accounts and review them in accordance with applicable policies and procedures.
- g. Provide the SG-Ramsar with Cost Centre and Project reports on a monthly basis.
- h. Issue travel advances, process travel expense claims, and in collaboration with Ramsar, follow up on overdue travel advances in accordance with applicable policies and procedures in effect at any given time.
- i. Maintain a Fixed Assets Register, calculate annual depreciation charges and process the charges through the Ramsar ledger.
- j. File all Ramsar accounting documents and make them available to authorized Ramsar staff as necessary.
- k. Issue corporate credit cards to eligible Ramsar staff in accordance with applicable policies and procedures.

Ramsar shall:

- l. Ensure that its Finance Officer and other related Ramsar Secretariat staff work on implementation of this Services Agreement and maintain and keep open communication with the IUCN Chief Financial Officer and related staff on all matters related to accounting and financial management.
- m. Prepare payment requests and any journal entries in the format provided by IUCN and in accordance with applicable policies and procedures. The required approval and authorization process will be completed before sending them to IUCN for processing. Approvals will only be made by IUCN when requests and entries are properly coded by Ramsar.
- n. Provide all financial and accounting documents (such as bank statements, invoices and deposit slip) to IUCN after their receipt and/or approval.
- o. Code bank notifications for processing by IUCN.

2. Budgetary & Financial Planning Tasks

IUCN shall:

- a. Review annual budgets and monthly income and expenditure statements to ensure the ongoing financial viability of Ramsar.
- b. Prepare a monthly income and expenditure statement of the Core budget, in an agreed format and on a timely basis, and submit this to the SG-Ramsar.

Ramsar shall:

- a. Provide annual budgets to IUCN on a timely basis.

3. Treasury and Liquidity Services

IUCN shall:

- a. Direct its Chief Financial Officer to act as second signatory to Ramsar bank accounts and exercise all due diligence in the operation of said accounts in accordance with actual policies and guidelines.
- b. Provide Ramsar with petty cash services.
- c. Provide Ramsar with bank balances as and when occasionally requested.
- d. Liaise with the designated bank on behalf of Ramsar.
- e. Administer Ramsar bank accounts and provide monthly reports to the Ramsar Finance Officer on the status of the deposits and other cash balances.

4. External Audits and Reporting

IUCN shall:

- a. Prepare the annual financial accounts for Ramsar and make them available to the SG-Ramsar.
- b. Select the external auditors and facilitate the external audit of the Ramsar accounts.
- c. Assist Ramsar in addressing any issues raised by the external auditors.

Ramsar shall:

- d. Pay for the cost of its external annual audit and for any other third party services required on its behalf over and above the service fees specified under this Agreement.

5. Financial Oversight and Administration

IUCN shall:

- a. Perform an internal audit on Ramsar as part of the IUCN Internal Auditor's rotation plan (and in accordance with the IUCN policy on Internal Audit) and in coordination with the external auditors.
- b. Review and provide advice on Ramsar's standard contract forms.

Ramsar shall:

- c. Meet the cost of any internal audits in addition to those in a) above, as may be requested by the Standing Committee.
- d. Give reasonable and sufficient written notice to the IUCN Chief Financial Officer of the early termination of contracts (excluding employment or staff contracts which are addressed under Section D) which might result in financial and/or other legal liability.

B. INFORMATION TECHNOLOGY SERVICES

IUCN shall:

1. Provide computer services including connectivity (Internet, switches, routers, etc.), email, storage network drives, backup, helpdesk support, licenses for standard software packages, desktop and network security, and antivirus updates.
2. Provide telephone services including billing and equipment support. The actual cost of mobile and telephone calls and associated services will be billed to Ramsar directly.

3. Provide general hardware services including purchasing and configuring laptops, desktops and printers, installing software, and providing helpdesk support. The actual cost of such equipment will be billed to Ramsar directly.

C. FACILITIES MANAGEMENT SERVICES

The Ramsar Secretariat will be hosted at IUCN's Headquarters in Gland, Switzerland, in office premises located in the original building provided by the Swiss authorities. The number and disposition of these offices will be adjusted to the number of Ramsar staff as of the date of this agreement and provision will be made for reasonable future growth of the Ramsar Secretariat.

IUCN shall:

1. Provide the Ramsar Secretariat with appropriate office space for staff in a prominent identifiable area of the Headquarters building in Gland, Switzerland. Additionally, and at Ramsar's cost, IUCN a) will ensure that a panel or plaque is affixed to the entrance of the building indicating that the building houses the Headquarters of the Ramsar Convention, with similar signage at the entrance of the Ramsar area of the building, and b) will provide a flag-pole for Ramsar alongside that of IUCN.
2. Provide basic office and support services for the Ramsar Secretariat and give access to all the common facilities of the Headquarters building, including meeting rooms and suitable archive space.
3. Make available to Ramsar car parking facilities, conference facilities and other common areas in the Headquarters building in accordance with applicable policies and procedures.
4. Equip the offices made available to the Ramsar Secretariat with office furniture, and telecommunication and computer cabling in line with those of other offices in the Headquarters building. The standard of accommodation shall be no different from that made available to IUCN staff in the same grades.
5. Retain the ownership of all furnishings and fittings, except for those furnishings, fittings, and works of art purchased by Ramsar or donated specifically to Ramsar for the use of the Ramsar Secretariat.
6. Endeavor to meet requests made by the SG-Ramsar for additional office space in the Headquarters building. Such requests shall be considered in light of IUCN's own requirements and will be determined by the DG-IUCN in agreement with the SG-Ramsar on the basis of an equitable allocation of facilities between IUCN and Ramsar.
7. No rent shall be charged to Ramsar for the facilities made available above. However, Ramsar's share of maintenance, heating, lighting, ventilation and other agreed costs and services shall be charged to Ramsar, as outlined in Section E, paragraph 6 below.
8. Provide Ramsar with reasonable written advance notice should IUCN change its planned future use of its Headquarters building in Gland, Switzerland.

Ramsar shall:

9. Accept the cost associated with any additional office space that may be allocated to Ramsar as provided hereunder, which cost shall be determined as provided in Section E below.

D. PERSONNEL SERVICES

IUCN shall:

1. Provide human resource services including the preparation, extension, termination and/or amendments of staff contracts, assistance with relocation, termination and departure of staff, work permit administration and the administration of all social charges, insurances (unemployment, accident, and travel), benefits and pension schemes.
2. Provide payroll services including provision of yearly salary certificates, tax certificates, reconciliations and related official employer documentation.
3. Provide staffing budgets, statistics, and human capital indicators on a needs basis.

4. Provide work certificates and other certificates as necessary and as required by local labour laws, access to training and capacity building opportunities offered to IUCN staff, and human resources management and information systems. Additional human resource services, as required by Ramsar, will be made available by IUCN at an additional cost and with previous approval.
5. Invite all Ramsar staff to IUCN staff meetings and official social gatherings.
6. Keep confidential personnel records for all Ramsar staff, former and current, according to Swiss law.
7. Receive applications for new Ramsar positions, collate these and provide hard or electronic copies to Ramsar for short listing and selection of candidates in accordance with IUCN policy and procedure. Applications to be saved by IUCN in electronic format and in accordance with IUCN policy and procedure.
8. Participate in interviews as a member of selection panel, where requested and if possible.
9. Administer selection process for new Secretaries General, in collaboration with the Chair-Ramsar or any other Ramsar Standing Committee Executive.

Ramsar shall:

10. Ensure that all IUCN Human Resources policies and practices are effectively implemented. Any deviations from the above must be communicated in advance to the Head, Global Human Resources for consideration and approval.
11. Provide the details of each expected Ramsar position to IUCN in advance of and for each Ramsar budget cycle period, with an annual update also to be provided no later than 30 September of every calendar year.
12. Designate a staff member to sit in an *ex officio* capacity on the IUCN Staff Liaison Committee.
13. Provide in its budget the necessary funding required to meet payment obligations for Ramsar Secretariat staff salaries and associated benefits and allowances, as well as for the costs of severance payments, repatriation and all other expenses incurred by IUCN in connection with the termination or expiration of Ramsar Secretariat staff employment contracts. Ramsar will also bear the costs of recruitment for its staff and, where applicable, of expatriate benefits for which Ramsar staff are eligible under IUCN's Guidelines and Procedures for Expatriates in effect at any given time. Where employees have served as staff of both the Ramsar Secretariat and IUCN, severance costs will be shared by and between the Parties based on the prorated portion of time that those staff served each of the Parties.
14. Give reasonable written advance notice corresponding to the notice period (at a minimum), to the Head, IUCN Global Human Resources Management Group, of the early termination of staff employment and consultants' contracts which might result in financial and/or other legal liability.

E. SERVICE FEES

1. In consideration of the Services provided to Ramsar by IUCN as described in Sections A to D above, Ramsar shall pay to IUCN overheads and service fees, in accordance with the payment provisions set forth below. Additionally, Ramsar shall bear all the costs for services not identified specifically in the present Services Agreement, including but not limited to any special staff training it may request, and legal or additional internal audit services that it may request.
2. All Services to be provided to Ramsar by IUCN will be at the same levels at which those Services are provided to IUCN.
3. Six months prior to the start of each Ramsar budgetary cycle (between its Conferences of the Contracting Parties to the Convention - referred to hereinafter as "COP") IUCN will provide estimated costs for the cycle to the Ramsar Secretariat. These shall be discussed between the DG-IUCN, the SG-Ramsar and the Chair-Ramsar with a view to including into the budget proposals for consideration and adoption by the COP. Thereafter, projected annual costs will be communicated by IUCN to the Ramsar Secretariat no later than 31 October of each calendar year, and will be agreed in writing by the Parties no later than 15 December.

4. The Parties have agreed that the total fees payable by Ramsar to IUCN hereunder shall be calculated partly on the basis of the number of Ramsar staff and partly on the basis of the number of square meters of office space occupied by Ramsar. The amount and breakdown of the said total fees shall be calculated in the format illustrated in *Annex 1*, which is attached hereto as an integral part of this Agreement and which sets forth the following four separate categories of services (as described in detail in Sections A-D above):
 - a. Accounting and Finance Services;
 - b. Information Technology Services;
 - c. Facility Management Services; and
 - d. Personnel Services.
5. IUCN shall provide a quarterly invoice to Ramsar. The amount of the invoice shall be based on (a) the actual number of staff and number of square meters of office space provided to Ramsar during that quarter and (b) the budgeted cost per specified category of Service agreed between IUCN and Ramsar on an annual basis.
6. Ramsar shall make payment of the invoiced amount to IUCN within thirty (30) days following the date of the invoice.
7. Within three months after the end of the financial year IUCN and Ramsar will together examine actual number of staff and actual costs and agree to adjust charges as necessary for the current financial year.

F. ANNUAL REVIEW OF THIS AGREEMENT

The performance of this Services Agreement shall be reviewed at annual meetings between the Parties to be held no later than 30 April following each year. Background documentation required for these meetings shall be made available at least one month before the meetings. They shall be convened by the IUCN Chief Financial Officer and shall be attended by the DG-IUCN or his/her appointee, the SG-Ramsar or his/her appointee, and/or any other staff selected by the DG-IUCN and/or the SG-Ramsar.

G. COOPERATION AND REPORTING

The DG-IUCN and the SG-Ramsar shall report annually to the Standing Committee on the cooperation between them and on the performance of this Service Agreement.

H. WHOLE AGREEMENT, AMENDMENTS

1. For the avoidance of any doubt, it is understood that the 1993 Delegation of Authority and the 1993 Supplementary Note attached hereto as *Annex 2*, shall for the duration of this Services Agreement form an integral part of it. It is further understood that the termination of this Services Agreement in accordance with the procedure set out in Section K below, shall be without prejudice to the continued legal validity and effect of the Delegation of Authority.
2. Subject to paragraph 1 above, this Services Agreement, including *Annexes 1* and *2* which shall form an integral part thereof, supersedes the previous Service Agreement between IUCN and the Ramsar Secretariat dated 4 March 2005 and any other understanding between the Parties concerning the subject matter of that Agreement including without limitation the Memorandum of Understanding on Headquarters Facilities between the DG-IUCN and the Chair-Ramsar dated 7 November 1991.
3. Subject to paragraph 1 above, this Services Agreement may be amended only by a further written agreement executed by both Parties, represented by the DG-IUCN and the Chair-Ramsar, respectively.

I. LIABILITY AND INDEMNIFICATION

Subject to the terms of this Services Agreement, and consistent with

- a. Article 8 (1) of the Ramsar Convention which states that IUCN shall perform the continuing Bureau (now Secretariat) duties under the Convention until such time as another organisation or government is appointed by a majority of two-thirds of all Contracting Parties, and
- b. The related decisions of the Conferences of Parties, in particular Resolution 4.13 which states that a separate account has been established by the DG-IUCN on behalf of the Bureau (now Secretariat) of the Convention to administer the finances of the Convention and that the SG-Ramsar is responsible for the administration of Convention funds with all expenditure from this account requiring his approval, and
- c. Resolution 4.15 which provides *inter alia*, that the SG-Ramsar shall be responsible to the Conference of the Contracting Parties, and between meetings of the Conference of the Contracting Parties, to the Standing Committee for all matters under the Convention except for those requiring the exercise of legal personality on behalf of the Convention (it being understood that for such latter matters the SG-Ramsar shall be responsible to the DG-IUCN, with whom formal responsibility for such matters rests), and
- d. The consequent 1993 Delegation of Authority and the 1993 Supplementary Note.

It is agreed that, in order to protect the interests of and to minimize any risk to Ramsar and IUCN, the SG-Ramsar shall ensure, with the assistance of IUCN's insurance broker, that there is sufficient insurance coverage to protect against any risk related to any acts and omissions by Ramsar staff. To the extent that such insurance coverage is unavailable or inapplicable, Ramsar, shall indemnify and hold IUCN harmless for and against all damages, claims, losses and expenses (including legal fees) that IUCN may sustain or incur in connection with its performance of this agreement.

It is understood that IUCN's liability to Ramsar shall be limited solely to damages caused by IUCN's negligence or wilful misconduct in the performance of the services herein.

J. DISPUTE RESOLUTION

1. In any instance of dispute, each Party shall notify in writing the other of its concerns and provide the other Party with a full and fair opportunity to respond to the concerns. The Parties, through the instructions and discussions between the DG-IUCN and the SG-Ramsar, will make every effort to resolve the dispute promptly and give each other the opportunity to address the concerns. In the event that the DG-IUCN and the SG-Ramsar cannot resolve the dispute to their mutual satisfaction, either or both the DG-IUCN and the SG-Ramsar will refer the matter to the IUCN Treasurer and the Chair-Ramsar, who jointly will attempt to reach a mutually agreeable resolution.
2. Should the Parties' respective representatives be unable to reach a mutually agreeable resolution as set forth above within a period of thirty (30) days from the date on which the dispute was referred to the IUCN Treasurer and the Chair-Ramsar, either Party may commence arbitration proceedings under the UNCITRAL Arbitration Rules in effect at the time the dispute arose, and in accordance with the following provisions:
 - a. The arbitral tribunal shall consist of three (3) arbitrators unless the Parties agree to one (1) arbitrator;
 - b. The place of the arbitration shall be IUCN Headquarters, in Gland, Switzerland;
 - c. The language to be used in the arbitral proceedings shall be English; and
 - d. The arbitral award, which shall include the tribunal's determination on the allocation to the Parties of legal and other arbitration fees, shall be final and binding on the Parties.

K. EFFECTIVE DATE, TERM AND TERMINATION

1. This Services Agreement shall enter into force on the 7th day of March 2009 and it shall remain in effect indefinitely and until terminated by either Party, for cause or as otherwise provided hereunder.
2. This Services Agreement may be terminated by either Party upon advance written notice of termination to the other Party of not less than twelve (12) months from the date when notice is posted by registered first class mail.

Signed in Gland, Switzerland this _____ day of _____ 2009

For and on behalf of
IUCN, International Union for Conservation of Nature and Natural Resources

Julia Marton-Lefèvre
Director General

For and on behalf of
Ramsar Convention on Wetlands of International Importance

Kim Chan-woo
Chair, Standing Committee

Annex 1: Service Fee Calculation

Accounting and Financial Services

Accounting and Financial Services fees are based on estimated time spent by IUCN Finance and Oversight staff to perform tasks as described in the Services Agreement under section A.

Calculation:

1. For all IUCN HQ Accounting and Finance staff members, estimated annual time spent on Ramsar matters (as a %age of total work) *multiplied by* current budgeted annual staff cost for that position *equals* annual Ramsar Accounting and Financial Management Fees

Information Technology Services

Services fees for Information and Technology support as described under section B of the Services Agreement are based on the number of desktops (or laptops) provided to Ramsar. It is considered that each staff has one desktop (or laptop) Hardware is not part of the fee as Ramsar is charged separately.

Calculation:

1. For all IUCN HQ IT staff members, estimated annual time spent (as a %age of total work) on Swiss versus Global matters *multiplied by* current budgeted annual staff cost for that position *equals* annual HQ cost per staff member.
2. Number of Ramsar Staff *divided by* Total HQ staff *multiplied by* annual HQ cost per staff member *equals* annual Ramsar IT staff Fees
3. *Plus* an allocation of other agreed costs. Allocation based on the Swiss versus Global estimate and Ramsar staff versus total HQ staff *multiplied by* annual budget costs.

Facilities Management Services

Facilities Management Services fees as described under section C of the Services Agreement are based on the IUCN Administration budget and the number of square meters occupied by Ramsar. These fees include all costs related to hosting personnel in Gland and to IUCN's Renovation Fund and cafeteria.

Calculation:

1. Administration's Unit annual budget *divided by* Total number of square meters *equals* Facility fee per square meter.
2. Number of square meter occupied by Ramsar *multiplied by* Facility fee per square meter *equals* annual Ramsar Facility Fees

Personnel Services

Personnel Services fees as described under section D of the Services Agreement are based on the IUCN Human Resources Management Group (HRMG) unit budget and the number of Ramsar staff.

Calculation:

1. For all IUCN HQ HRMG staff members, estimated annual time spent (as a %age of total work) on Swiss versus Global matters *multiplied by* current budgeted annual staff cost for that position *equals* annual HQ cost per staff member.
2. Number of Ramsar Staff *divided by* Total HQ staff *multiplied by* annual HQ cost per staff member *equals* annual Ramsar Staff Fees
3. *Plus* an allocation of other agreed costs such as training, payroll and liability insurance. Allocation based on the Swiss versus Global estimates and Ramsar staff versus total HQ staff *multiplied by* annual budget costs.

Overheads

Overheads fees (calculated as a percentage of the total service fees) are to cover annual costs of overseeing the effective operation of the Services Agreement between IUCN and Ramsar:

- Costs incurred by the Director General's Office
- Costs incurred by the Office of the Legal Adviser;

and Administrative costs not accounted for in the above calculation such as

- Facility management services costs in relation to finance and accounting services or IT and Personnel services.
- Telephone, printing costs under accounting and finance services

IUCN Report to Ramsar
Facilitating the work of the Ramsar Convention and its Secretariat
Draft, July 14, 2009

In considering the questions presented to IUCN by Ramsar in the Annex attached to the letter from the Co-Chairs of the Adhoc Working Group on Administrative Reform, IUCN answered the questions from two perspectives: using its roles as the host and as an International Organization Partner of Ramsar.

Please note that in Annex I, Report Outline, IUCN is referred to as IUCN - the World Conservation Union. The proper name is IUCN, International Union for Conservation of Nature (Under C2).

	Host	IOP
B. General		
1. How could IUCN further enhance the image, visibility and recognition of the Convention and enhance the recognition of wetlands as important assets for conservation and sustainable development, including the role of wetlands in biodiversity conservation, climate change mitigation and adaptation, desertification control, food security, human health, tourism, poverty reduction and other economic and social activities.	NA	There are opportunities within the IUCN portfolio of projects on river basin management where interventions incorporate management of Ramsar sites. Joint IUCN/Ramsar communications for these could be developed, plus coordination of policy dialogue with governments, River Basin Organisations and others. Ramsar's focal point on these issues remains Mark Smith, Head, Water Programme.
2a. What specifically could IUCN do to enhance the overall implementation of the Convention?	NA	IUCN could: - Encourage application of Ramsar guidance in national water, environmental and climate policies, where there is alignment between Ramsar and IUCN key messages.

	Host	IOP
		- Include Ramsar national Administrative Authority focal points in IUCN capacity building events and programmes.
2b. How might it reinforce scientific and technical capability?	NA	IUCN could: 1. Include Ramsar national Administrative Authority focal points in IUCN capacity building events and programmes. 2. Continue its participation in Scientific and Technical Review Panel (STRP), with increased regional participation to better connect STRP work to national Ramsar focal points and field implementation.
2c. How might hosting by a different organisation affect the relationship between IUCN and Ramsar in terms of the practical implementation of their shared goals?	NA	This would have no effect on the relationship between Ramsar and IUCN as IOPs.
3. How could IUCN assist the Secretariat and Contracting Parties to the Convention in gaining greater access to funds?	NA	This is occurring today with joint projects such as the one with Danone.
C. Legal Personality		
1. Please summarise IUCN's local and international legal status/personality and current understanding of the legal and practical liability that it currently assumes as host of Ramsar.	IUCN is established in Switzerland as an international association under Art. 60 of the Civil Code. However, on the basis of its Fiscal Agreement with the Confederation, IUCN is recognized in Switzerland as a quasi-governmental international organization, and as such is accorded substantial fiscal and other privileges. As	NA

	Host	IOP
	<p>for IUCN’s legal status in other relevant jurisdictions (national and supra-national) around the world, it is established on the basis of host country agreements negotiated on a bilateral basis between IUCN and each such jurisdiction. In Switzerland and in each other jurisdiction where IUCN is accorded legal status, IUCN is also recognized as having the legal personality and capacity to enter into legally enforceable contracts. As amply documented in the recent negotiations between IUCN and Ramsar for the renewal of the Letter of Agreement for Administrative Services (“LOA”), and as briefly summarized here, IUCN’s exposure to legal liability results from (a) Ramsar’s lack of legal personality and of its own capacity to enter into legally enforceable contracts, (b) Ramsar’s need to enter into legally enforceable contracts, such as for staff employment, in order for it to be able to carry out its business, (c) the need for a third party having legal personality to be the party to such contracts for and on behalf of Ramsar, and (d) the agreement between IUCN and Ramsar which provides that, in respect of matters “requiring the exercise of legal personality ... formal responsibility rests with the Director General of IUCN.”</p>	

	Host	IOP
	Notwithstanding the indemnification clause now included in the LOA protecting IUCN from third-party liabilities created by Ramsar, IUCN is still exposed to the risk (to the extent not covered by insurance) of being unable to recover in full from Ramsar and/or its Member States.	
2. How would IUCN assess the current international legal personality of the Ramsar Convention Secretariat, particularly its status in relation to the other MEAs, and its ability to collaborate with MEAs, IOPs (BirdLife International, International Water Management Institute (IWMI), IUCN-The World Conservation Union, Wetlands International), other UN agencies, donor community and the business sector?	It is IUCN’s understanding, based on legal principle and on established practice between the two organizations, that Ramsar does not have the requisite legal personality for entering into relationships with third parties that involve legally enforceable rights/obligations. It is in such cases that IUCN is called either to exercise its legal personality directly with the third party or to delegate the authority for such exercise to the Secretary General of Ramsar. Regarding Ramsar’s “international legal personality” in the various specific contexts identified in this question, IUCN is not in a position to express an opinion, but notes the following: (a) generally speaking, such an opinion would be substantially irrelevant in any context requiring the “exercise of legal personality” (such as, for example, in the opening of a bank account, or where a private sector third-party intending to enter into a legally enforceable contract with Ramsar required documentary evidence of	NA

	Host	IOP
	the legal personality authorizing the Secretary General to sign the contract); (b) a more complete assessment would require substantial legal research and analysis which IUCN properly cannot either undertake itself or request from specialized legal counsel; and (c) IUCN is aware that for the 10 th Meeting of the COP held 28 October-4 November 2008 (under Agenda item XII), Ramsar secured precisely such a legal opinion from a legal consultant, Mr. Lal Kurukulasuriya, entitled “Report on the Legal Personality of the Ramsar Secretariat.”	
3. How could IUCN help the Convention to be better involved in or represented at relevant international meetings system?	NA	Members of the Ramsar Secretariat can gain access, if applicable, to UN events through IUCN’s status as an observer organisation (although it is understood this is unsatisfactory for Ramsar).
4a. Are there any changes IUCN might propose to enhance the ability of the Secretariat to make binding contracts with third parties?	Any changes would need to be made via the Delegation of Authority (1993) between IUCN and Ramsar.	NA
4b. Are there any changes IUCN might propose to enhance the ability of the Secretariat to enter into partnerships with the business sector?	See Section C 2 above.	Yes, this can be done on a case by case as is done today (e.g. Danone).
4c. Are there any changes IUCN might propose to enhance the status and role of the existing Ramsar International	NA	1. IUCN and Ramsar should look for synergies in our activities, for example where co-located or where cooperation in

	Host	IOP
Organization Partners (IOPs)?		events and policy dialogues are possible. 2. The IOPs cannot take the place of the Parties in implementing the Convention. There is clarity needed on the differentiation of responsibilities between IOPs and Parties to avoid misunderstanding of expectations on all sides. IUCN does not have additional resources to devote to support for Ramsar; any increase in support would need to be the subject of joint fundraising.
D. Staff		
1a. Analysis of current Ramsar positions, IUCN grading and status (local vs. international hire, finite vs. indefinite contract) and costs.	This information is available from the Ramsar Secretariat.	NA
1b. Analysis of cost of living and performance related salary advancement mechanisms.	Cost of living and performance related salary advancement mechanisms are currently defined by Ramsar. Although Ramsar uses the salary scale for Switzerland (defined by IUCN), Ramsar has established its own system for seniority and performance pay. Ramsar shall abide to IUCN's Human Resources Procedure Manual as stated in the LOA under the preamble: "Ramsar Secretariat agrees to adhere to all IUCN policies and procedures relevant to matters within the purview of this Service Agreement as they currently exist".	NA

	Host	IOP
2. Explanation of the IUCN salary system, specifically addressing cost of living and performance related salary advancement mechanisms, issues of salary escalation with longevity of service, for international professional staff and local hires.	The IUCN salary system is defined in the Human Resources Procedures Manual (Chapter 3), available from the Ramsar Secretariat.	NA
3. Summary of benefits that Ramsar personnel as IUCN employees currently receive, including pension, education, medical costs, relocation costs etc.	The terms and conditions of employment are clearly mentioned in the Local Conditions of Service for Switzerland. Expatriate benefits such as education reimbursements and relocations costs are stated in the Guidelines and Procedures for Expatriates. Both these documents are part of the contract of employment and are available from the Ramsar Secretariat.	NA
4a. Explanation of the implications of any mandatory rotation of international professional positions.	There is neither a policy nor standard practice in IUCN for the mandatory rotation of positions.	NA
4b. Consideration of normal periods for and restrictions on recruitment and filling of positions and the normal time that positions remain unfilled.	Restrictions on recruitment and filling of positions may be due to budgetary constraints. A position can normally be filled in 3 to 6 months, taking into account the following recruitment/ selection elements: vacancy announcement, receipt of applications, short listing, interviews, reference checks, contracting including negotiation of start date depending on the notice period the appointee needs to give to his/ her current employer, authorisation to	NA

	Host	IOP
	work and reside in Switzerland, relocation, etc.	
5. Implications for international travel of designation of a position as an international professional one, covering visas and work permits in the host country, for employee and dependents, travel in the course of duty, access to security and support services when travelling (reference: http://www.ramsar.org/sc/37/key_sc37_doc02_add1.doc).	No implications. Ramsar staff are treated no differently from IUCN staff in relation to international travel when designated as an international professional. IUCN's non-Swiss employees in Switzerland obtain permits from the Swiss authorities and the designation "international professional" is not applicable. There are no special benefits to IUCN employees when travelling or in respect of security or support services.	NA
6a. Immigration and administration status of international staff and their families, whether international professional staff or locally hired staff.	As noted above, the designation "international professional" is not applicable. Non-Swiss staff and their families are granted permits by the Swiss authorities.	NA
6b. Advantages, privileges and constraints of being IUCN staff depending on the staff nationality.	There are no advantages or privileges e.g. diplomatic status depending on nationality. IUCN benefits from a fiscal agreement with Switzerland but this is not for the personal advantage of staff.	NA
7. Consideration of how the Ramsar intern program (4 staff positions) works and can be maintained/enhanced (at a similar cost to currently).	No specific consideration since the Ramsar intern programme is currently maintained at and with IUCN. The Ramsar internship programme functions extremely well and is similar to the IUCN internship programme at Headquarters. See the internship guidelines	NA

	Host	IOP
	which can be provided by the Ramsar Secretariat.	
8a. How might IUCN further help Ramsar in the development and maintenance of quality staff in Ramsar?	<p>IUCN is currently involved in recruitment of Ramsar staff and may assist in the selection process as described in the new Services agreement.</p> <p>IUCN can be further involved in the recruitment processes of Ramsar, including supporting the process administratively and providing e-recruitment tools to facilitate decision making. IUCN is currently investing in the development of new learning and training tools but it would be necessary for Ramsar to fully use IUCN's systems to make the most out of this.</p>	NA
8b. Are there opportunities for enhancing career alternatives for Ramsar staff within the IUCN organisation or beyond?	<p>Ramsar staff are treated as internal candidates and are thus given preference over external candidates in the interests of promotion or reassignment when vacant positions are filled.</p> <p>Recruitment at IUCN is based on skills and competencies but due to the close relationship between the partners, Ramsar staff have an advantage due to their knowledge of IUCN. There is much staff cross-over between the IUCN and the Ramsar Secretariat.</p>	NA
E. Administrative service and cost comparison		
1. Detailed explanation of services that	This information can be provided by the	NA

	Host	IOP
are currently provided by IUCN under the 2009 Letter of Agreement on Provision of Services. Summary of costs for the past 5 years.	Ramsar Secretariat.	
2. Consideration of additional services that might be provided to Ramsar, together with an indication of cost. Assessment of any additional staff resources could be included, such as a legal advisor, to support the work of the Secretariat. Thoughts on any additional staff resources that Ramsar might wish to request and could be negotiated, and at what cost.	In order for IUCN to adequately respond to this request, it would need more details on specific additional services Ramsar would need beyond those defined and provided via the Services Agreement.	NA
3. Explanation of how funds for the Secretariat are kept and administered? Are there any controls or conditions applied to Core and non-Core funds (voluntarily funded projects and private sector funded projects) that we should be aware of?	Business processes are defined in the Delegation of Authority, the Services Agreement, and other IUCN policies, guidelines and procedures that Ramsar are subject to. More details can be obtained by the Ramsar Financial Officer.	NA
4. Assessment of the practical issues of using support services such as finance, legal, contract support, personnel, which are located somewhere other than the location of the Secretariat.	This is not applicable. The Ramsar Secretariat is located where the services are provided, in Gland at IUCN Headquarters.	NA
F. Location alternatives		
1a. Will IUCN be able to continue to host the Ramsar convention in Gland for the	Yes, IUCN is able to host the Ramsar Secretariat into the foreseeable future.	NA

	Host	IOP
foreseeable future?		
1b. Could IUCN host Ramsar elsewhere and what would be the major practical and cost implications of these?	No, it would not be feasible for IUCN to host Ramsar in another location.	NA
2. What office space would be made available to the Secretariat? (Note: The Ramsar Secretariat currently pays no rent and resides in a building donated by the Swiss Government for Ramsar use, alongside IUCN, free of charge.)	This is defined in the LOA.	NA
G. Transition Issues		
1. Possibility and assessment of the desirability of transferring current local and expatriate staff from IUCN to Ramsar under a different host. Implications of transferring existing contracts and accrued benefits.	It is possible to terminate IUCN staff contracts for Ramsar staff. This shall be done carefully and planning is important. Implications concerning financial liabilities for termination need to be considered. Seniority would need to be recognized in the new contracts. It is up to Ramsar to assess the implications of the transfer on existing staff contracts and accrued benefits. HR can assist Ramsar at an additional cost.	NA
2. For any suggested operational improvements stemming from IUCN, assess the timeframe for implementation.	The question is not clear to IUCN. IUCN and Ramsar have just signed a new LOA, with one of its aims to improve operational services between the parties.	NA
H. Sharing of information		

	Host	IOP
The Ramsar Secretariat will provide financial and other information to IUCN for the purpose of compiling your report. Your contact for this information should be Anada Tiega, Secretary General, and Anna Goodwin, Finance Officer.		This offer may be relevant to UNEP but all information required to compile this report is readily available to IUCN.
Information shared regarding the current operations of Ramsar and any possible alternatives must be treated with the utmost confidentiality by all parties.		IUCN acknowledges this request.
The report will be made available only to the members of the Ad Hoc Working Group in the first instance. Your permission will be sought to furnish the report to the Standing Committee or any other party.		This is noted.

IUCN and Ramsar Agreement

Ramsar Service Fees 2011

Base data	
Number of Ramsar staff	22
Number of Ramsar square metres (Sqm)	308
Building, total square metres	3947

Item	Description	2011			2010	2010 to 2011	2010 to 2011
		Price	Units	Total	Actual	Difference	% change
A.	Accounting and Finance			109,615	137,273	-27,658	-20%
B.	Information Management Group (IMG)	4,706.00	22	103,532	120,206	-16,674	-14%
C.	General Services Unit (GSU)	769	308	236,852	170,220	66,632	39%
D.	Human Resources Management Group (HRMG)	2,828.00	22	62,216	62,044	172	0%
	<i>Sub-Total</i>			512,215	489,744	22,472	22,472
E.	Overhead		8.50%	43,538	48,974	-5,436	-5,436
	Total			555,754	538,718	17,036	17,036

Quarterly Service Fees	138,938	134,680
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Notes:

- 1 Ramsar staff increase from 21 to 22.
- 2 Overhead decrease from 10% to 8.5%.
- 3 Accounting and Finance staff time revised, 20% decrease.
- 4 IMG, 10% budget decrease from 2010.
- 5 GSU, 17% budget increase from 2010 due to building extension (completed April 2010) and increase in average cost per m2.
- 6 HRMG, no change.

42nd meeting of the Standing Committee of the Ramsar Convention on Wetlands

**Statement by IUCN Director-General Julia Marton-Lefèvre
17 May 2011, Gland, Switzerland**

For more information, please
contact :

Thank you, Mr. Chair,
Distinguished Members of the Standing Committee,
Ladies and Gentlemen

First of all, I want to warmly welcome the Ramsar Standing Committee back to Gland. In fact, given that the 41st meeting was generously hosted by the Republic of Georgia, this is the first Standing Committee meeting to be held in our new Conservation Centre.

Our vision for the Conservation Centre is to provide a home not only for IUCN, but also for the growing family of organizations working towards the conservation and sustainable use of biodiversity. Today, in addition to our long-standing colleagues from the Ramsar Secretariat, we host the World Association of Zoos and Aquariums, the MAVA Foundation and La Fondation Internationale du Banc d'Arguin – FIBA.

The atmosphere here in our 'conservation campus' is vibrant! We are seeing an increasing number of visitors attracted to our award-winning green headquarters, as well as the many and varied activities carried out by its inhabitants.

Indeed, the question of the future "home" of the Ramsar Secretariat has been the focus of the Standing Committee's *Ad Hoc* Working Group on Administrative Reform over the last two years. I want to thank members of the Working Group for the care and thoroughness they have brought to their deliberations, and the Co-Chairs for their openness in enabling IUCN to participate.

IUCN is honoured to have hosted the Ramsar Secretariat since its inception. While we are well aware that the decision on the future hosting arrangements for the Ramsar Secretariat rests solely with the Parties, something that IUCN respects and has stressed throughout the process, we would like to reiterate our strong commitment to continuing to host the Ramsar Secretariat here in Gland.

We are pleased to note that the discussions on future hosting arrangements have not questioned the quality of the administrative services or the intellectual environment provided by IUCN. As several Contracting Parties rightly pointed out, the heart of the matter is what other, tangible or intangible, benefits there may be for the Convention from a possible shift in its administration.

As you well know, this year marks the 40th anniversary of the adoption of the Convention on Wetlands of International Importance in the city of Ramsar, Iran by the original 18 signatories. We have been celebrating this important milestone since the actual birthday in February.

But it did not start there. In fact it all started nearly 10 years earlier, when at a conference organized by Dr. Luc Hoffman, then Director of the International Wildfowl Research Bureau, which later became Wetlands International, some 80 experts recommended, and I quote, that "...IUCN compile a list... of European and North African wetlands of international importance... and that this list may be considered as a foundation for an international convention on wetlands."

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As IUCN Director General half a century later, I am proud to see how the Convention has flourished – with its 160 contracting parties and 1,929 listed wetlands with a total area that is almost the size of Mexico. Indeed, Ramsar is a more globally ratified Convention than some UN-administered multilateral environmental agreements. We also see that from the very germ of the idea for an international treaty on wetlands, it was rooted in partnership and collaboration. Success in conserving wetlands would come from the joint work of governments, civil society and scientists.

This reflects the unique nature of IUCN. We are not a traditional intergovernmental organization, nor are we a traditional NGO. IUCN is a Union of governments, NGOs and volunteer scientists. Conserving wetlands – and implementing the Ramsar Convention – is, we believe, more successful when these groups work in partnership. They can do so through IUCN.

Yet, despite major successes, our planet has lost perhaps as much as 50% of its wetlands over the past century, and we know that their loss is continuing. But let us be clear, Ladies and Gentlemen. It is not a crisis of administration that we face. We face a crisis of biodiversity loss.

In response to the urgent need to halt biodiversity loss, last October in Nagoya, Japan, Parties to the Convention on Biological Diversity adopted the landmark Strategic Plan with 20 targets for 2020.

What is also remarkable is that four of the global biodiversity-related conventions, including Ramsar, delivered a joint statement to the CBD COP, and five of the biodiversity-related conventions, again including Ramsar, have agreed to work together on contributing towards this Strategic Plan. IUCN applauds this increased collaboration and has been recently requested by these Conventions to help them map their activities in support of the Strategic Plan.

In particular, Target 14 of the Strategic Plan says that: *“By 2020, ecosystems that provide essential services, including services related to water, and contribute to health, livelihoods and wellbeing, are restored and safeguarded, taking into account the needs of women, indigenous and local communities, and the poor and vulnerable.”*

Two things stand out from this commitment. First, that the Ramsar Convention is tailor-made to drive forward action on this target. Second, the target is for 2020 – just nine years from now. After 50 years of getting ready, we now have less than 10 to deliver solutions.

With this in mind, I respectfully encourage Parties to carefully consider the implications of a possible shift of the Ramsar Secretariat between now and 2020. Given the urgency of the biodiversity crisis, now may not be the best time to lose a triennium of the Convention’s work to bureaucratic transition. In this regard, I am aware that our colleagues at UNEP are currently working towards resolving some financial and other issues in the relationship with the multilateral environmental agreements UNEP administers, something that the Governing Council addressed at its last meeting.

While some of the arguments in favour of Ramsar’s transition under UNEP administration cite better synergies, it is IUCN’s firm view that enhanced collaboration among biodiversity-related conventions, which holds the key for greater coherence in the international environmental governance system overall, can be achieved regardless of administrative arrangements. In fact it is already well underway, as is reflected in what I have mentioned previously.

For the Ramsar Convention, 2011 is rightly a year for looking back and celebrating its achievements with justifiable pride. But anniversaries are also a time for looking forward. As we contemplate the next chapter in the development of the Convention, all of us – governments, the scientific community, civil society, and increasingly the private sector – must step up to our shared responsibility.

It remains a privilege for IUCN to support the evolution and implementation of the Convention, and we look forward to working together with the Ramsar Convention, its Contracting Parties and partners to conserve wetlands – our planet’s natural capital, to turn the tide on the biodiversity crisis, to help combat climate change, and to support sustainable development.

Thank you for your attention and I look forward to participating in your discussions.

IUCN Statement to the *Ad-Hoc* Working Group on Ramsar Administrative Reform

October 5 2010

Palais des Nations, Geneva

IUCN wishes to clarify, for the benefit of Parties, its perspective on the question of hosting of the Ramsar Secretariat. IUCN has consistently taken a position that it is up to the Parties to make a determination of what may be the best hosting and administrative arrangements for the Ramsar Secretariat. We have offered our support for this process and made IUCN's administrative services available to help as appropriate.

IUCN regrets very much that this position may have been misunderstood or misinterpreted as indifference to the continued development of our relationship with Ramsar as hosts to the Secretariat. As a step in trying to address this misperception, the Director-General of IUCN, Julia Marton-Lefèvre, sent a statement to all Parties in June 2010, in which she stated that IUCN is honoured to host the Ramsar Secretariat and has been privileged to support the evolution and implementation of the Convention since 1971, both as host and International Organisation Partner. IUCN has been proud to be associated with Ramsar as it has grown from a Convention focused primarily on waterfowl habitat to one working at the interface of conservation, water resources management, poverty reduction, food security, climate change and other key issues in sustainable development. IUCN believes this evolution is a sign of the success of the current administrative arrangements.

The ongoing challenge for the Convention is thus to ensure wetlands are conserved while supporting sustainable development. For this to happen, the Contracting Parties, the science community, civil society and the private sector must all work together. IUCN believes that as a global union of governments, NGOs and volunteer scientists, IUCN is uniquely placed to support this process and provide the flexibility needed to see policy effectively translated into implementation and action.

IUCN hopes that the outcomes of the *Ad Hoc* Working Group on Administrative Reform will be to maintain the present hosting arrangement in the new IUCN Conservation Centre, and in all cases IUCN looks forward to continued close cooperation with the Ramsar Convention in the years ahead.

Thank you.



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8 June 2010

IUCN Statement on Location of the Ramsar Secretariat

IUCN is honoured to host the Ramsar Secretariat and has been privileged to support the evolution and implementation of the Convention since 1971, both as a host and as an International Organisation Partner. Throughout the discussions on hosting arrangements for the Ramsar Secretariat, which have been ongoing since 2005, IUCN has stated its strong commitment to continue to host the Secretariat in Conservation Centre in Gland. Our aim is to support the Parties in ensuring that hosting of the Ramsar Secretariat is cost-effective and efficient, and that day-to-day operations of the Secretariat run smoothly.

In its near-40 year association with IUCN, the Ramsar Convention has flourished, with 159 Contracting Parties and 1889 Ramsar-listed Wetlands of International Importance, covering 185.437.001 hectares globally. Ramsar has grown from a Convention focused primarily on waterfowl habitat to one working on conservation, water resources management, poverty reduction, food security, human health, urban development, sustainable tourism, and climate change. IUCN has been proud to be associated with these important developments which are entirely complementary with IUCN's mission. Ramsar's work is highly relevant for IUCN's programme and thus our co-location helps with the synergies required.

An ongoing challenge is implementation of the Convention to ensure wetlands are conserved while supporting sustainable development. The Contracting Parties, the science community, civil society and the private sector must all work together for this to happen. I believe that IUCN, as a global union of governments, NGOs and volunteer scientists is uniquely placed to support this process and to provide the flexibility needed to see policy effectively translated into action.

IUCN hopes that the outcome of the work of The *Ad Hoc* Working Group on Administrative Reform will be to maintain the present hosting arrangement in our Conservation Centre, and in all cases we look forward to continued close cooperation with the Ramsar Convention in the years ahead.

A handwritten signature in black ink that reads 'Julia Marton-Lefèvre'. The signature is written in a cursive style with a large, sweeping flourish at the end.

Julia Marton-Lefèvre
Director General

***The Ramsar Convention on Wetlands
10th Meeting of the Conference of the Contracting Parties***

Opening Statement by the IUCN Director General, Ms Julia Marton-Lefèvre

*Tuesday October 28th 2008
Changwon, Republic of Korea*

Excellencies, Honourable Ministers, Distinguished Delegates, Ladies and Gentlemen,

Just two weeks ago today, the IUCN World Conservation Congress closed in Barcelona, Spain. More than 8000 delegates attended and I am honoured to have this opportunity to personally deliver their message to this 10th Conference of the Parties of the Ramsar Convention.

In 2008, the world has witnessed crisis pile upon crisis. We face energy, food and financial crises just as people worldwide are finally awakening to ever louder alarm over climate change.

Amidst this drama, there is another, silent crisis: the crisis of biodiversity loss.

The clear message from the IUCN Congress is that biodiversity loss threatens the well-being of human societies and their economies. This can be no more true than for wetlands – the most threatened of all ecosystems – because water is the irreplaceable source of life.

IUCN's newly elected President, Dr Ashok Khosla, will press global leaders to confront the biodiversity emergency. This Conference of the Parties has the opportunity to put in place concrete steps to help achieve this.

I urge delegates to use this opportunity, because without doubt, the transition to sustainability is now urgent.

Water and wetlands sit at the heart of the complex problems that must be solved in a sustainable future. The Ramsar Convention must therefore be willing to lead. Urgency truly does demand that the Convention is updated, that Parties use it to build solutions and provoke action that leads to transformation.

Solutions are possible. There are many lessons in sustainable wetlands management and policy emerging from the work of IUCN, of the International Organisation Partners of the Convention, and others. These lessons should encourage Parties to re-double their focus, with our collective support, on implementing the wise-use principles of the Convention.

IUCN places a high value on its partnership with Ramsar. We remain committed to hosting the Convention's Secretariat, and to working with the Secretary General to provide the facilities and services needed to meet the expectations of Parties.

Our partnership is based on a shared stake in the biodiversity crisis. This Conference can help Parties to confront the biodiversity emergency in wetlands – and together we can create and implement solutions that will strengthen the well-being of both people and nature.

I wish you a successful Conference of the Parties, and I thank you.