

Convention on Wetlands (Ramsar, Iran, 1971)  
3rd Meeting of the Conference of the Contracting Parties  
Regina, Canada  
27 May - 5 June 1987

### **Resolution 3.1: Secretariat matters**

RECALLING Article 8 of the Convention which provides that IUCN shall perform the continuing Bureau duties under the Convention;

ACKNOWLEDGING the services provided by IWRB [now Wetlands International] to assist IUCN in the performance of its duties;

RECOGNIZING that the extent of the services provided by IUCN and IWRB has so far been limited as a consequence of the lack of a financial provision in the Convention;

RECALLING that the Second Meeting of the Conference of the Contracting Parties (Groningen, 1984) established a Task Force to consider the most effective way of providing full secretariat services to the Contracting Parties in the event of the adoption by a meeting of the Conference of the Contracting Parties of an amendment to the Convention providing for an adequate financial regime;

CONSIDERING that the Task Force concluded that the joint submission made by IUCN and IWRB for the establishment of a permanent structure for administrative, scientific and technical support under the Convention constituted the only practical option to pursue and recommended that the mechanics of such an arrangement be adopted by the Contracting Parties;

FURTHER CONSIDERING that, pursuant to the recommendation of the Task Force, IUCN and IWRB have prepared a draft Memorandum of Agreement relating to the contribution to be made by IWRB to the services provided by the Bureau as well as to the payments to be made by the Bureau, from the Convention budget, in remuneration of such services as will be provided by IWRB; and

NOTING that the entry into force of such an agreement is contingent upon its acceptance by the Conference of the Contracting Parties.

#### **THE CONFERENCE OF THE CONTRACTING PARTIES**

- 1) APPROVES the recommendation of the Task Force regarding the provision of a permanent structure for administrative, scientific and technical support by the Bureau under the Convention in the following terms:
  - a) A Convention Bureau shall be provided by IUCN through the establishment of an integrated unit which is funded from the Convention budget and which performs all the tasks required by the Conference of the Contracting Parties. It shall comprise a section attached to IUCN and a section attached to IWRB;

- b) The policy to be followed by the Bureau shall be determined by the Conference of the Contracting Parties and, between meetings of the Conference of the Contracting Parties, the Bureau shall operate under the supervision of the Standing Committee;
  - c) IUCN shall enter into a cooperative agreement with IWRB for the establishment of a distinct section at IWRB Headquarters to provide technical and scientific advisory services for the Bureau;
  - d) The Convention Bureau provided by IUCN shall be administratively responsible to the Director General of IUCN who shall be responsible to the Conference of the Contracting Parties for financial and personnel administration;
  - e) The distinct section established by IWRB under the terms of the cooperative agreement concluded with IUCN shall be administratively responsible to the Executive Director of IWRB who shall be responsible to the Conference of the Contracting Parties for financial and personnel administration. For all other purposes, it shall be a component of the Bureau and shall be responsible to the Head of the Convention Bureau at IUCN;
  - f) The civil service salary scale applicable in the country where IUCN is located along with IUCN personnel provisions shall apply to the distinct section established by IUCN;
  - g) The civil service salary scale applicable in the country where IWRB is located along with IWRB personnel provisions shall apply to the distinct section established by IWRB;
  - h) The Convention budget, as approved by the Conference of the Contracting Parties, shall be administered by IUCN. Funds shall be disbursed according to budgetary provisions and instructions given by the Conference of the Contracting Parties;
  - i) IUCN shall keep a separate bank account for all income received and expenditures incurred in the performance of Bureau duties under the Convention. Annual audits shall be carried out in accordance with procedures mandated by the Conference of the Contracting Parties.
- 2) APPROVES the Memorandum of Agreement concluded between IUCN and IWRB as attached to this Resolution.

### **MEMORANDUM OF AGREEMENT**

between

the International Union for Conservation of Nature and Natural Resources (IUCN) and

the International Waterfowl and Wetlands Research Bureau (IWRB)

with regard to the performance of Bureau duties under the Ramsar Convention.

WHEREAS IUCN is designated by Article B of the convention as the organization entrusted with the task of performing Bureau duties,

RECALLING IWRB's long involvement in the promotion of the Convention and the continuous assistance it has provided to IUCN in the performance of its Bureau duties,

FURTHER RECALLING the close links between IUCN and IWRB and, in particular, the fact that IWRB is a member of IUCN and that IUCN is represented on the Executive Board of IWRB,

NOTING that the joint proposal on secretariat services made by IUCN and IWRB to the Task Force established by the Second Meeting of the Conference of the Parties has been recognized by that Task Force as the only practical option to pursue and that the Task Force has recommended its approval by the Conference of the Parties, and

NOTING that the Conference of the Parties has endorsed this recommendation and has approved the terms of this Agreement,

**IUCN and IWRB have agreed as follows:**

- 1) IWRB shall cooperate with IUCN to guarantee the provision of Bureau services.
- 2) To this end IWRB shall establish a distinct section. Administratively, this distinct section shall be responsible to the Executive Director of IWRB. For all other purposes, it shall be responsible to the Head of the Convention Bureau.
- 3) Subject to the availability of funds, as provided in the Convention budget by the Conference of the Parties, the Convention Bureau shall support one full-time professional officer appointed after consultations with the Head of the Bureau, secretarial assistance and related overhead costs at the distinct section set up by IWRB in the country where IWRB is located. The amounts required for that purpose shall be determined each year by mutual agreement.
- 4) Subject to the availability of funds, as provided in the Convention budget, the level of support by the Convention Bureau of any additional expenditures to be incurred by the distinct section set up by IWRB including research projects, studies and publications shall be determined each year by mutual agreement.
- 5) IWRB shall maintain a separate account for all income received and expenditures incurred pursuant to this Agreement. It shall submit a financial report on this income and expenditures to the Head of the Convention Bureau at IUCN at the end of each year. Annual audits shall be carried out in accordance with procedures mandated by the Conference of the Parties.
- 6) This Memorandum of Agreement shall apply for an initial period of three years and shall continue to apply thereafter for successive periods of three years unless either organization gives notice to the other of its intention to terminate it at least one hundred and eighty days before the expiry of any such period of three years. When such notice of the intention to terminate has been given, this Memorandum of Agreement shall cease to apply at the expiry of such a period of three years.

- 7) This Memorandum of Agreement shall enter into force upon signature by IUCN and IWRB. It may be amended at any time by mutual agreement, subject to the approval of the Conference of the Contracting Parties.

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

**Kenton Miller, Director General, IUCN**

2 June 1987

For and on behalf of the International Waterfowl and Wetlands Research Bureau

**[Can't read the name,] President, IWRB**

2 June 1987