

**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).

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| <b>B. General</b>   |             |   |
| 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:<br>- Encourage application of Ramsar guidance in national water, environmental and climate policies, where there is alignment between Ramsar and IUCN key messages.   |

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|   |   | - 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:<br>1. Include Ramsar national Administrative Authority focal points in IUCN capacity building events and programmes.<br>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.   |
| <b>C. Legal Personality</b>   |   |  |
| 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   |

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|  | <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> |            |

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|  | 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         |

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|   | 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 <sup>th</sup> 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  |

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| Organization Partners (IOPs)?   |  | events and policy dialogues are possible.<br>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. |
| <b>D. Staff</b>   |  |   |
| 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  |

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| 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         |

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|   | 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<br>(reference: <a href="http://www.ramsar.org/sc/37/key_sc37_doc02_add1.doc">http://www.ramsar.org/sc/37/key_sc37_doc02_add1.doc</a> ). | No implications. Ramsar staff are treated no differently from IUCN staff in relation to international travel when designated as an international professional.<br>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.<br>The Ramsar internship programme functions extremely well and is similar to the IUCN internship programme at Headquarters. See the internship guidelines   | NA         |



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|  | 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         |
| <b>E. Administrative service and cost comparison</b>   |  |            |
| 1. Detailed explanation of services that   | This information can be provided by the  | NA         |

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| 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         |
| <b>F. Location alternatives</b>   |   |            |
| 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         |

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| 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         |
| <b>G. Transition Issues</b>  |  |            |
| 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.<br>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         |
| <b>H. Sharing of information</b>   |  |            |

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| 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.   |