

Convention on Wetlands (Ramsar, Iran, 1971)
4th Meeting of the Conference of the Contracting Parties
Montreux, Switzerland
27 June – 4 July 1990

Annex to DOC. C.4.15: Resolution on Secretariat matters

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

FURTHER RECALLING the Resolution on Secretariat Matters adopted at the Third Meeting of the Conference of the Contracting Parties which formalized cooperation between IUCN and IWRB for the provision of these Bureau duties;

RECOGNISING that, at the time of the Third Meeting of the Conference of the Contracting Parties, IUCN and IWRB entered into a 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 the services provided by IWRB;

NOTING that the Standing Committee has determined that the effective functioning of the Bureau for the implementation of programme priorities will require a change in Bureau arrangements involving an augmentation of Bureau personnel and a consolidation of the two sections of the Bureau in Switzerland;

BEING CONVINCED that the contribution of the IWRB to the scientific and technical work of the Convention must be maintained;

ACKNOWLEDGING with appreciation the decision of IUCN and IWRB to modify their agreement to accommodate this change in Bureau arrangements, while ensuring the continued formal role of IWRB in the provision of scientific and technical support to the Bureau;

NOTING that the entry into force of such a modification to the IUCN/IWRB agreement is contingent upon its acceptance by the Conference of the Contracting Parties;

THE CONFERENCE OF THE CONTRACTING PARTIES

1. APPROVES 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 established, and co-located with the Headquarters of IUCN, as an independent unit which is funded from the Convention budget and which performs all the tasks required by the Conference of the Contracting Parties;
 - (b) on behalf of the Standing Committee IUCN shall be requested to enter into a cooperative agreement with IWRB for the provision of scientific and technical advisory services for the Bureau;

- (c) the policy to be followed by the Bureau shall be determined by the Conference of the Contracting Parties and applied under the supervision of the Standing Committee;
 - (d) the Bureau of the Convention shall be comprised of the Secretary General, appointed by the Director General of IUCN in consultation with, and on the basis of a proposal from the Standing Committee, and other staff members appointed by the Director General of IUCN in consultation with and upon the proposal of the Secretary General;
 - (e) the Secretary General 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 (e.g. establishment of the separate bank account, formal personnel and contract administration, etc.). Formal responsibility to the Conference of the Contracting Parties for these latter matters shall rest with the Director General of IUCN;
 - (f) the IUCN salary scale (based on the Swiss civil service scale) along with IUCN personnel provisions shall apply to Bureau personnel, subject to the approval of the Standing Committee;
 - (g) the Convention budget, as approved by the Conference of the Contracting Parties, shall be administered by the Secretary General. Funds shall be disbursed according to budgetary provisions and instructions given by the Conference of the Contracting Parties, or as appropriate, by the Standing Committee; and
 - (h) 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; and
2. APPROVES the modified 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 8 of the Convention as the organization entrusted with the task of performing Bureau duties;

CONSIDERING the Resolution on Secretariat Matters adopted at the Third Meeting of the Conference of the Contracting Parties and the Memorandum of Agreement between IUCN and IWRB with regard to Bureau duties under the Ramsar Convention concluded at that time;

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;

RECOGNISING the determination of the Standing Committee that Bureau arrangements should be modified to enable the Bureau to meet effectively its obligations under the programme of the Convention;

FURTHER RECOGNISING the determination of the Ramsar Standing Committee and the IWRB Executive Board that programmatic links between IWRB and the Ramsar Convention should be maintained and enhanced;

NOTING that the Conference of the Parties has endorsed this recommendation and has approved the terms of this Memorandum of Agreement as modified.

IUCN and IWRB have agreed as follows:

1. IWRB shall continue to cooperate with IUCN to guarantee the provision of Bureau services.
2. IWRB shall be responsible for the maintenance and upkeep of the Ramsar List database, and for analyses of these data as requested by the Ramsar Bureau. IWRB shall receive each year from the Convention's budget as adopted by the Conference of the Parties, a sum provided in a budget line earmarked for that specific purpose.
3. IWRB shall provide some additional technical support to the Convention, through appropriate scientific and technical studies. The tasks of IWRB in providing these services shall be determined according to the budget as adopted by the Conference of the Parties.
4. IWRB may be invited to contribute to the implementation of projects financed outside the regular (core) budget of the Convention. Any projects shall be determined each year by mutual agreement between the Secretary General of the Ramsar Bureau and IWRB.
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 Secretary General of the Convention 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

Director General, IUCN
Date

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

President, IWRB
Date