Mewst MEMORANDUM OF UNDERSTANDING ON HEADQUARTERS FACILITIES

between the Director General of IUCN and the Chairman of the Standing Committee of the Ramsar Convention

## Ι. Background

- 1. Article 8 of the Ramsar Convention provides that IUCN shall perform the continuing bureau duties under the Convention until such time as another organization or government is appointed by a majority of two-thirds of the Contracting Parties.
- The representative of IUCN at the Conference of plenipotentiaries, which adopted the Convention at Ramsar, Iran in 1971, formally stated that he was authorized to accept on behalf of IUCN the bureau duties specified in the final text of the Convention. This statement was recorded as point No. 17 in the Final Act of the Conference.
- 3. The 3rd Meeting of the Contracting Parties to the Convention at Regina in 1987 requested IUCN to establish an independent unit to perform bureau duties under the supervision of the Ramsar Standing Committee. This was agreed on behalf of IUCN by the IUCN Director General and later endorsed by the IUCN Council.
- The Swiss Federal Government, Government of the Canton of Vaud and the Government of the Commune of Gland are providing IUCN with funds and the use of a parcel of land for the construction of a new Headquarters facility. Government representatives have indicated on several occasions, notably at the 17th Session of the IUCN General Assembly in 1988 in Costa Rica, that the new IUCN Headquarters is being provided for both IUCN and the Ramsar Bureau.
- Requirements for the Ramsar Bureau in the new Headquarters building have been elaborated by the Secretary General of the Bureau in consultation with IUCN's Director General. These have been endorsed by the Convention's Standing Committee which recommended that a co-operative agreement be prepared to give effect to those arrangements.
- The following points of agreement have been prepared in pursuance of that recommendation.

## II. <u>Headquarters Arrangements</u>

The Director General of IUCN and the Chairman of the Ramsar Convention Standing Committee agree that:

- 1. IUCN shall provide the Ramsar Bureau with appropriate accommodation for a minimum of 12 Ramsar staff, with the potential for limited future expansion, in a prominent identifiable area of the new Headquarters building under construction at Gland. This Ramsar area is indicated in the attached floorplan which forms an integral part of this agreement.
- 2. A meeting room, known as the Ramsar Meeting Room, shall be located adjacent to the Ramsar area of the building. When not scheduled for use by Ramsar, this room may be used for IUCN purposes after prior consultation with the Bureau.
- 3. A panel or plaque shall be affixed at the entrance of the Headquarters building to indicate that it is also the Headquarters of the Ramsar Convention. Similiarly, an appropriate sign shall be placed at the entrance of the Ramsar area of the building. A flag-pole for Ramsar shall also be provided side by side with that of IUCN on the grounds of the building.
- 4. The offices made available to the Ramsar Bureau shall be fully equipped with office furniture, and telecommunication and computer cabling in line with other offices in the Headquarters building. The standard of accommodation shall be similar to that made available to IUCN staff in similar grades.
- 5. IUCN shall provide basic office and support services for the Ramsar Bureau and give access to the Ramsar Bureau staff to all the common facilities of the new Headquarters building, including suitable archive space.
- 6. IUCN shall retain the ownership of all furnishings and fittings supplied by the Union to the Ramsar area of the building, except for those furnishings, fittings, and works of art purchased by Ramsar or specifically donated for the use of the Ramsar Bureau.
- No rent shall be charged to the Ramsar Bureau for the facilities made available under the terms of this Memorandum of Understanding. However, provision shall be made in the Ramsar Convention budget to reimburse IUCN for the Ramsar Bureau's due share of the costs of maintenance, heating, lighting, ventilation, and other agreed costs and services provided to the Ramsar Bureau in the Headquarters building as well as for the costs incurred in servicing any meeting arranged by the Ramsar Bureau. Estimates of these costs for the following three years will be made available to the Ramsar Bureau at least six months before the start of each Ramsar budgetary triennium. Thereafter, projected annual costs will be communicated to the Ramsar Bureau at least three months before the start of each year. These will be agreed in writing following the adoption of the Convention's next year's budget by the Standing Committee.

- 8. The Ramsar Bureau will seek to utilize as much as possible the conference facilities in the Headquarters building and to that end, the Secretary General of the Ramsar Bureau shall inform the officer responsible for Headquarters facilities at IUCN of any meeting which the Bureau wishes to organize in the Headquarters building other than in the Ramsar Meeting Room.
- 9. Ramsar Bureau staff shall use the car parking facilities in the Headquarters building on the same basis as other IUCN staff, and if a charge is levied for the use of these facilities, will incur the same costs.
- 10. Any change in the requirements of the Ramsar Bureau relating to the use of office space or other facilities in the Headquarters building, and any matter which is not specifically covered by this Memorandum of Understanding shall be the subject of discussions between the Director General of IUCN and the Secretary General of the Ramsar Bureau.
- 11. IUCN will endeavour to meet any request by Ramsar for additional office space in the building. Such a request shall be considered in the light of IUCN's requirements and will be determined by the IUCN Director General on the basis of an equitable allocation of facilities between IUCN and Ramsar. Any allocation of additional office space for Ramsar shall be made by providing Ramsar with offices contiguous to the original Ramsar area of the building.
- 12. The Director General of IUCN and the Chairman of the Ramsar Standing Committee may, by common agreement, subject to the approval of the Ramsar Standing Committee, amend this Memorandum of Understanding as a result of such discussions.
- 13. Any dispute or difficulties that may arise from the implementation of this Memorandum of Understanding shall be resolved by discussions between the Director General of IUCN and the Secretary General of the Ramsar Bureau acting under the authority of the Ramsar Standing Committee.

Enc. Floorplan

For and on behalf of IUCN

Martin W. Holdgate

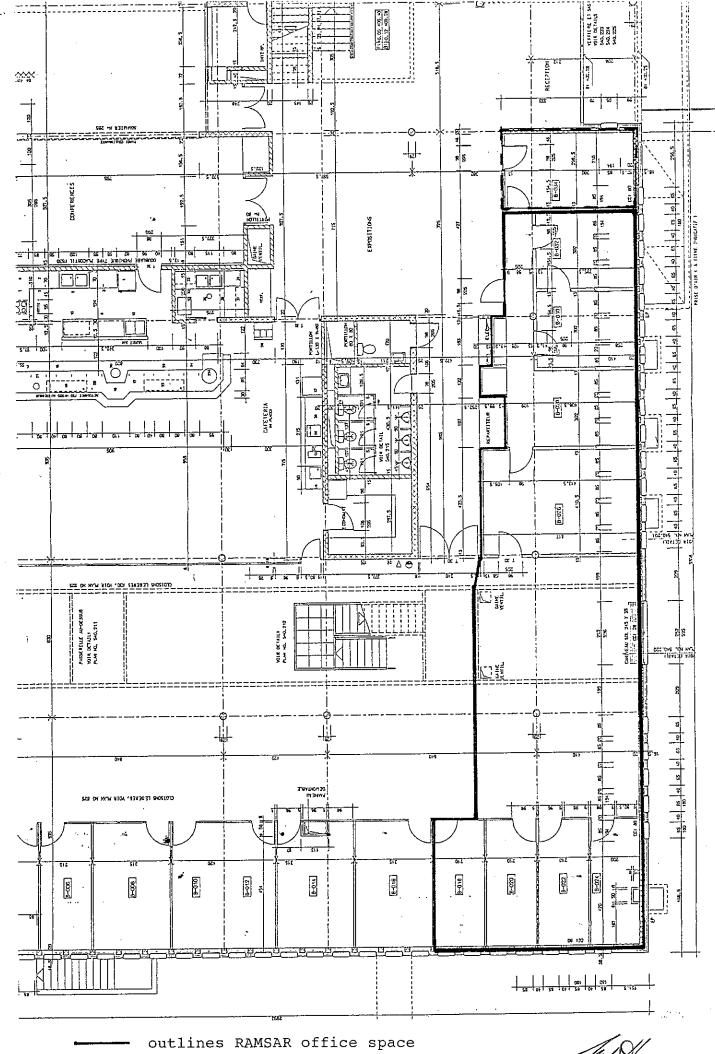
Director General

Date

For and on behalf of the Ramsar Convention Standing Committee

John Turner Date

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outlines shared RAMSAR/IUCN meeting room