

**Annex VI**

**Common Operational Principles for MAP Components**

## Common Operational Principles for MAP Components

### Common Operational Principles covering common provisions 1, 2 and 3<sup>1</sup>

Regional Activity Centres (RACs) RACs will deliver their regional mandate as per COP16 Decision IG. 19/5 “*Mandates of the Components of MAP*” pursuant to the Barcelona Convention and its Protocols and related decisions of the Meeting of the Contracting Parties to the Barcelona Convention and its Protocols.

RACs can be hosted by Contracting Parties in the form of different entities, including international, governmental and non-governmental entities at national, regional or global level. Their legal status can vary from RAC to RAC, including having the status of public entities, depending on their constitutive instrument. RACs should have the necessary functional and financial autonomy in meeting their regional mandate as defined in COP16 Decision IG.19/5 “*Mandates of the Components of MAP*”.

### Common Operational Principles covering common provisions 4 and 5<sup>2</sup>

RACs are expected to have appropriate and differentiated financial management mechanisms in place to manage their different sources of funding, including contributions from the Host Country Governments, transfers from the Mediterranean Trust Fund (MTF) as agreed by the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols, voluntary contributions from Contracting Parties to the Barcelona Convention and project funding from donors. RACs will submit financial and progress reports to UNEP/MAP following the UNEP/MAP formats for this purpose under the relevant legal instruments signed between UNEP and the RACs for the transfer of financial resources. RACs may report to UNEP/MAP of the contributions received from the Host Country Governments. RACs are responsible for reporting to donors with whom projects are in place under the relevant legal agreements and for informing UNEP/MAP accordingly.

Host Country Governments should make appropriate provisions for operating and recurrent costs of the RACs (financial and in-kind). The responsibility of the Host Country Governments in providing

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<sup>1</sup> Common provisions 1, 2 and 3 as agreed by COP 21 in Decision IG. 24/2, Annex IX, are:

- (1) **Identification of the Parties entering into the Host Country Agreement (HCA):** The potential HCA text would identify the parties entering into the HCA, which are the United Nations Environment Programme (UNEP) and the designated representative of the Host Country Government.
- (2) **Purpose for entering into the HCA:** The potential HCA text would set out the terms and conditions under which RACs will deliver their regional mandate pursuant to the Barcelona Convention and its Protocols and related decisions of the Meeting of the Contracting Parties to the Barcelona Convention and its Protocols.
- (3) **Regional Role of RACs:** The potential HCA text would set out the regional role for the relevant RAC as per COP 16 Decision IG.19/5 on the Mandates of the Components of MAP.

<sup>2</sup> Common provisions 4 and 5 as agreed by COP 21 in Decision IG. 24/2, Annex IX, are:

- (4) **Financial Resources:**
  - The potential HCA text would make provisions establishing the separate management and accounting of Mediterranean Trust Fund (MTF) transfers and would refer to the requested reporting and audit requirements in line with Project Cooperation Agreements or any other legal instruments signed between UNEP and RACs for the transfer of financial resources.
  - The potential HCA text would describe the source of funding including the contribution of the Host Country Government.
  - The share of MTF transfers to RACs is a decision which rests with the COP.
- (5) **Contribution of the Host Country Government:** The potential HCA text would address the contribution of the Host Country Government (financial and in-kind), including specification whether the RAC premises are provided at no cost.

RAC premises at no cost to the MAP system, with the exception as necessary of a nominal fee, should be spelled out.

Property, funds and assets transferred to the RACs via the relevant legal instruments signed between UNEP and RACs will be subject to the requirements established by these legal instruments.

### **Common Operational Principles covering common provision 6<sup>3</sup>**

RACs should have an organizational structure appropriate for the fulfilment of their regional mandate under COP16 Decision IG. 19/5 “*Mandates of the Components of MAP*”. RAC personnel, including the Director, has a category different from UN Officials as defined by the General Assembly, in Resolution 76(I) of 7 December 1946, exception made of REMPEC personnel, where applicable. RAC personnel will be selected and hired by the RAC Director/entity hosting the RAC in accordance with the applicable national rules and procedures and based on approved Terms of Reference (ToRs) elaborated nationally with the involvement of the Coordinating Unit, as appropriate. The RAC Director will be appointed by the Host Country Government or any other competent authority, with the UNEP/MAP Secretariat being involved in this process, as appropriate.

### **Common Operational Principles covering common provision 7<sup>4</sup>**

Meetings and Conferences convened by RACs should be in accordance with the relevant national rules and procedures of the RACs/entities hosting the RACs, with the exception of the MAP Components/Thematic Focal Points Meetings which will be organized in line with applicable UNEP/MAP practices, procedures and working methods.

### **Common Operational Principles covering common provision 8<sup>5</sup>**

RACs are expected to develop and maintain collaboration with other institutions and entities, within the Mediterranean region and beyond. Development of legal instruments such as MOUs on such collaboration should be done, in line with existing UNEP/MAP rules and policies, and/or with the existing rules and policies of the Host Country Government and in a transparent and collaborative manner.

### **Common Operational Principles covering common provision 9<sup>6</sup>**

<sup>3</sup> Common provision 6 as agreed by COP 21 in Decision IG. 24/2, Annex IX, reads as follows:

(6) **Personnel of RACs, including the Director:** Establishing a special regime taking elements of the General Convention for the personnel of RACs, including the Director does not seem to be an option, unless, as in the view of a Host Country Government, RACs are accorded the status of international or intergovernmental entities and to the extent permissible under national laws.

<sup>4</sup> Common provision 7 as agreed by COP 21 in Decision IG. 24/2, Annex IX, reads as follows:

(7) **Meetings and Conferences convened by RACs:** Rendering equivalent privileges and immunities to representatives of the Contracting Parties to the Barcelona Convention participating in meetings convened by RACs is not a viable option unless, as in the view of a Host Country Government, RACs are accorded the status of international or intergovernmental entities and to the extent permissible under national laws.

<sup>5</sup> Common provision 8 as agreed by COP 21 in Decision IG. 24/2, Annex IX, reads as follows:

(8) **Memoranda of Understanding (MOUs):** It seems that including standard procedures and criteria dealing with the conclusion of MOUs in the potential HCAs is not advisable.

<sup>6</sup> Common provision 9 as agreed by COP 21 in Decision IG. 24/2, Annex IX, reads as follows:

(9) **Final Standard Clauses:** The potential HCA text would address the Settlement of Disputes/Entry into Force/Duration/Amendment provisions

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The potential HCA text would address the Settlement of Disputes/Entry into Force/Duration/Amendment provisions in line with the relevant UNEP template.