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1. FINANCIAL SITUATION AND PROPOSALS FOR 2013

1. As reported at the 76th Bureau meeting, the MTF regained its healthy position within 2012. The final UNEP account has shown a positive USD 1.2 million MTF fund balance as of December 2012 recovering from the deficit of US\$ 1.7 million in 2011. Provided the contribution scenario does not deteriorate and the exchange rate does not fluctuate negatively, full deficit recovery seems achievable within the target of 2015 set by the Secretariat or even earlier.
2. Deficit recovery on the host country contribution (CAL) will be within the plans approved by COP17 of an estimated -€ 308,000 by December 2013 provided the annual contribution is received on time.

Income as at 31 May 2013

3. The collection rate reached 42% as of 31 May 2013 which is the same situation as last year. However, in June 2012 the collection rate reached 76% which to date this year has not yet happened. The status of contributions as of 31 May 2013 is given in Annex I. In application of the precautionary principle and with a view to avoid a cash flow problem by the last quarter of the year in case the situation remains unchanged until after the summer, the Secretariat proposes a more conservative expenditure scenario for 2013. A detailed explanation and a revised proposal are elaborated below for consideration by the bureau.
4. The Secretariat is in close contact with all the countries which have not yet paid their 2013 contributions as well as those in arrears for 2012 and prior years' pledges. Letters urging early payment were dispatched in May and follow-up contacts have taken place.
5. With a view to secure starting up funds at the beginning of a fiscal year and as done this biennium, it is proposed that the invoices for 2014 will be issued by UNEP well before the start of 2014, i.e. in Oct 2013 as also proposed in the draft Financial Rules and Procedures.

Expenditures

6. The 76th Bureau meeting endorsed the Secretariat's proposal of gradual allocation of funds in two steps as they were received. Under Step 1 (collection rate of 38%) EUR 1.7 million would be made available for priority activities and coverage of salaries and operating costs during two additional months through end August 2013; and, under Step 2 (collection rate of 76%) EUR 0.9 million would be made available for additional priority activities as well as for all salaries and operating costs through December 2013.
7. Following the decisions of the 76th Bureau, the Secretariat has allocated funds to priority operational and personnel costs on April 2013 when the collection rate reached 38%. The interim expenditure report as of 31 May 2013 is in Annex II.
8. As of end 31 May 2013, the collection rate reached 42%. Given the prevailing economic fragility of many countries around the region, there remain uncertainties as to when the collection rate reaches 76% for the Secretariat to be able to proceed with Step 2. With a view to avoid a cash flow problem in the 4th quarter of the year, the Secretariat proposes the following amendments to the disbursement steps:

Step 1 (collection rate of 38%)

This step has been reached and remains the same.

Step 2 (collection rate of 50%)

The Secretariat proposes that from now until the collection rate reaches 50% all MAP personnel and operating costs until December 2013 are covered as well as for some priority activities. This will require additional transfers from the Coordinating Unit and MED POL to the Components in greatest difficulty.

Step 3 (collection rate above 50%) – no changes made

When the collection rate for 2013 exceeds 50%, the Secretariat proposes that the excess resources available are not spent during 2013 but they are set aside to cover personnel, operating costs and priority activities for the first months of 2014. If the collection rate reaches 2012 levels (i.e. 99%), it is estimated that the funds set aside would secure approximately 4 months of operations.

Draft Recommendations:

- **The Bureau welcomes improvements in MAP's financial health and the efforts made by some Contracting Parties and the Secretariat in this regard.**
- **However, the Bureau notes with concern the continued impact that delay in contributions is having in the implementation of MAP's Programme of Work and encourages all parties to pay their due 2013 annual contributions and arrears to the MTF as soon as possible.**
- **Given the continued financial difficulties experienced by many countries in the region as well as the vulnerability of MAP finances in the absence of an operational reserve. The Bureau supports the precautionary approach proposed by the Secretariat in executing the 2013 PoW and endorses the new step 2 and 3 proposed by the Secretariat.**

2. Governance Decision IG.20/13

2.1. Financial Rules and Procedures of the Barcelona Convention

9. Operational Paragraph 31 of Decision IG 20/14 on Programme of Work and Budget for the 2012-2013 biennium "requests the Coordinating Unit in consultation with UNEP and UNON to develop for consideration by COP 18, financial rules for the Barcelona Convention as foreseen in Article 24.2"
10. Following this request, a preliminary version of the draft Financial Rules was discussed during the 75 Meeting of the Bureau of the Contracting Parties to the Barcelona Convention held in Paris in July 2012 and a more advanced version incorporating initial Bureau comments was discussed during the 76 Meeting of the Bureau of the Contracting Parties to the Barcelona Convention held in Algiers from 26 to 28 February 2013.
11. As requested by the 76 Bureau meeting, a detailed note of comments made by Bureau members under this agenda item was circulated among Bureau members on 8 March 2013 to which no further comments were received.
12. In the meantime and based on the comments provided during the 76 Bureau Meeting, the Secretariat has continued consultations with UNEP Office for Operations (OfO), UNEP/DEPI and UNON. UNEP's final revised version of the Barcelona Convention Financial Rules and Procedures are attached as Annex III to this report.
13. UNEP's report on the relationship between UNEP and MEAs to which this agenda item is linked had not been issued (expected by end of June 2013) at the time due for

dissemination of this document. The Secretariat will orally brief on the status of preparation of the Global Ministerial Environment Forum document.

Draft recommendation:

The Bureau is invited to consider the draft Financial Rules and Procedures and provide comments as need be with a view to complete the draft and have it signed during the 18th Meeting of the Contracting Parties to the Barcelona Convention next December.

2.2. Memorandum of Understanding (MOU) between the Bureau of the Contracting Parties and UNEP concerning Secretariat Services to and support of the Barcelona Convention

14. Operational Paragraph 11 of Decision IG. 20/13 on Governance adopted by the 17th Meeting of Contracting Parties to the Barcelona Convention “request UNEP to work during the next biennium with the Bureau of the Contracting Parties on finalizing a Memorandum of Understanding concerning the Secretariat Services to and support of the Convention”.
15. Following this request, a preliminary version of the draft Memorandum of Understanding (MOU) between the Bureau of the Contracting Parties and UNEP concerning Secretariat Services to and support of the Barcelona Convention was included as item 3 of the Specific issues report circulated to the members of the Bureau of the Contracting Parties to the Barcelona Convention on 22 January 2013 (UNEP/BUR/76/4). The draft was discussed during the 76 Meeting of the Bureau of the Contracting Parties held in Algiers from 26 to 28 February 2013.
16. The Bureau concluded that “Bureau members would provide further comments to the current version of the Memorandum of Understanding and to the revised version through written procedures with a view to discuss a final version at the next meeting of the Bureau”. No further written comments were received to the draft discussed in Algiers.
17. In the meantime the Secretariat has transmitted the comments made by the Bureau during the meeting to the relevant UNEP Services (DEPI and Office for Operations (OfO) and continued consultations with both units further to which it is pleased to attach UNEP’s final version of the draft MOU as Annex IV to this document.
18. The draft MOU presents the following differences vis-à-vis the current situation:
 - a. It establishes that the Barcelona Convention is part of UNEP Regional Seas Programme and that UNEP as Secretariat establishes a Coordinating Unit which operates through DEPI, the unit hosting the Regional Seas Programme. In consequence the name of the unit and its staff is limited to Coordinating Unit;
 - b. It defines roles and responsibilities of the Contracting Parties and the ED and formalizes the role of the Presidency of the COP as the mechanism through which consultation and dialogue between both takes place, while acknowledging that the President of the COP is expected to keep the Parties informed of his or her interactions with the Executive Director on behalf of the Contracting Parties;
 - c. It is formally established that there will be consultations with the Bureau through its President on the recruitment, selection and appointment of the Coordinator as well as on his/her performance and the extension and/or discontinuation of his/her contract;

- d. The share of Administrative Support and Programme Costs accrued to the Coordinating Unit is defined at 67% while the central and administrative services funded with the 33% are defined in article 16;
 - e. Clarification is made on the financial and budgetary information to be provided by UNEP as well as on the role of the Contracting Parties, the Executive Director and the Coordinator;
 - f. For the first time it is established that the Executive Director will submit each year an annual report. One of the reports will be to the regular meeting of the Contracting Parties and in-between meetings the report will be presented to the Bureau; and,
 - g. Explicit recognition is made of the fact that UNEP can provide a tool for implementation of certain aspects of the Convention and that the Executive Director will consult and fully involve the Coordinator and the Bureau regarding programmes and projects which contribute to implement the Convention and could be arranged to receive donor funding.
19. In addition, Bureau members may want to note that at the time of the preparation of this document the final version of the report on UNEP relations with MEAs currently under preparation as decided during the last Governing Council of UNEP and the first Global Ministerial Environment Forum last February and planned for distribution to member states on June 2013 had not yet been issued. UNEP will orally update on further developments on this report, as need be.

Draft recommendation:

The Bureau is invited to consider the draft Memorandum of Understanding and provide comments as need be with a view to complete the draft for signature during the 18th Meeting of the Contracting Parties to the Barcelona Convention next December.

2.3. Note on Staff Contracts

20. As per operational paragraph 7 of the 17th CoP decision on Governance (IG.20/13), the Coordinating Unit was urged "to develop a common policy for all MAP components, to be submitted to the COP, on the costs of administration and staff".
21. Since two main categories of personnel exist within the MAP system: UN personnel and non-UN personnel. The Secretariat has developed this note by identifying each category separately in order to clarify policies regulating them and implications including liabilities for each of them.
 - a. UN Personnel
22. The remuneration and benefits of the UN personnel (UN staff holding a UN letter of appointment), follows the ICSC salary scale based on the decision of the General Assembly of the UN. Rules governing staff and its costs and details of the calculation methodology are found at: <http://icsc.un.org/>. Their salary costs, benefits and liabilities are governed by the UN Rules and regulations as approved by the General Assembly.
23. UN personnel based in Athens within the Coordinating Unit as well as MEDPOL are UNEP staff hired under the auspices of UNEP. Their remuneration and benefits are paid by UNEP and as such they fall under UNEP liability.

24. UN personnel based in Malta at REMPEC are IMO staff hired under the auspices of the IMO. Their remuneration and benefits are paid by IMO and as such they fall under IMO liability.

b. Non-UN Personnel costs:

25. Non-UN-personnel are those employed by MAP components other than the above. They hold local letters of appointment and their remuneration is established in accordance with the prevailing conditions of service in the locality hosting them and defined by the rules and regulations governing the respective RACs. Contractual liabilities fall in the Centers or private/public institutions issuing the contracts and/or establishing remunerations and benefits in accordance with national law. Until now Components receiving MTF funds for personnel costs used to present adjustments to the personnel lines in the budget for COP approval whenever changes occurred in the salary scales applied by the RACs.

26. The remuneration of the PAP/RAC personnel follows the Croatian rules and regulations regarding conditions of service for employees in the public sector. The Host Country Agreement stipulates that PAP/RAC Statute is in accordance with the Croatian public law. Their remuneration and benefits are paid by PAP/RAC directly.

27. The remuneration of the RAC/SPA personnel follows either the Tunisian rules or regulations regarding conditions of service for employees in the public sector for the national personnel or the local prevailing conditions of employment at regional or international institutions present in Tunisia such as the Sahara and Sahel Observatory (OSS) for the expatriate personnel. Their remuneration and benefits are paid by RAC/SPA directly.

28. The BP/RAC Staff is composed of seconded personnel (from Ministries or public institutes) and locally recruited personnel. The remuneration of locally recruited personnel is generally calculated on the basis of the level of salaries in similar national public institutions. Generally, personnel remunerations are adjusted according to their skills, duties and experience. The review mechanism is based on the value of the minimum wage in France. Their remuneration and benefits are paid by BP/RAC directly.

29. Most personnel at CP/RAC are seconded from the Regional Government of Catalunya (Spain) and the rest are recruited under projects. The remuneration of personnel follows the local laws and regulations governing that of public servants. Their remuneration and benefits are paid by Public Catalan Waste Agency for CP/RAC.

30. InfoRAC personnel are recruited by ISPRA (Istituto Superiore per la Protezione e la Ricerca Ambientale) and their remunerations and benefits are paid by the Institute.

c. Implications for the PoW and budget:

31. In the past, the budget presented to the COP for approval included staffing tables for personnel of the whole MAP system. This has created confusion on the roles and responsibilities of the different organizations regarding personnel and staff as well as the policies regulating their costs while at the same time limiting managerial flexibility by Directors regarding personnel decisions. UNEP recommends that in the future only UNEP staffing tables will be presented as such to the COP.

32. The budget format will be modified accordingly to include a "personnel" budget line for each concerned RAC to reflect their total personnel cost as a lump sum.

Draft Recommendation:

The Bureau is invited to consider this note on staff and its implications and to support UNEP proposal to proceed with the modifications in the MAP budget format.

2.4. MAP Partners

33. This proposal is prepared in response to operational paragraph 4 of Governance Decision IG.20/3 which “requests the Secretariat to complete the review of the current list of MAP partners on the basis of the criteria established in Decision 19/6 on “MAP/Civil society cooperation and partnership” and submit the list for consideration and approval by the Bureau of the Contracting Parties during next biennium and submit it for endorsement by the meeting of the Contracting Parties”.
34. It should be recalled that on the basis of art. 20b of the Barcelona Convention and article 8 of the Rules of Procedure for Meetings and Conferences of the Contracting Parties to the Convention for the Protection of the Mediterranean Sea against Pollution and its Related Protocols, UNEP/MAP’s general policy has been to encourage the relevant international Non-Governmental Organizations (NGOs) in the Mediterranean region to cooperate with UNEP/MAP on developing activities for the protection of the environment and sustainable development.
35. The main objective of this collaboration is to make progress on the general objectives of the MAP and to promote the policies, strategies and programmes established pursuant to the Barcelona Convention and its protocols. Furthermore, this collaboration is intended to ensure, on the part of the International NGOs, information and advice of experts and cooperation and technical assistance and to allow organizations representing important sectors of public opinion in the Mediterranean to express the views of their members.
36. Decision IG 19/6 on “Cooperation and Partnership between MAP/Civil Society adopted at 16th Meeting of Contracting Parties in Marrakesh (Morocco) updated the framework of cooperation and partnership between MAP and civil society by first defining the rights and responsibilities of MAP partners in the form of a Code of Conduct for the partners. The objective of this Code of Conduct is to ensure a common ethic in the implementation of the partnership between MAP and the NGOs and to allow a better perception of the commitments of the NGOs and UNEP/MAP. This update has also given rise to the definition of criteria for the renewal and establishment of a procedure of accreditation as MAP partners for civil society organizations and international, national and local NGOs. Annex II to Decision GI. 19/6 defines very precisely the criteria and procedures for accreditation, renewal and withdrawal. Based on it an assessment of the current list of MAP partners has been performed enabling an update of the list of MAP partners.

Procedure followed for the renewal of accreditation.

37. According to Annex II, the Partner must submit its application for the renewal of accreditation to the Secretariat of the MAP at least six months before a meeting of the Contracting Parties. After having requested the opinion of the Regional Activity Centres, the Secretariat shall draw up a proposal for a decision which is sent to the Bureau and presented to the meeting of the Contracting Parties for tacit approval.
38. In a letter dated 19 March 2012, the Secretariat asked the MAP Partners appearing on the list in document UNEP(DEPI) MED IG 20/11 (Directory of MAP Partners) to complete as soon as possible the application form responding to criteria in Annex II for NGOs for the status of MAP observer/partner and return it by 15 June 2012 at the latest.
39. The Secretariat has carried out a detailed examination of their replies. Its assessment is based on the lists of criteria for accreditation, as defined in Annex II to Decision GI. 19/6, namely:
- having legal personality;

- pursuing objectives and having the necessary skills in connection with the fields of activities of the MAP;
- having existed for at least four years;
- operational and financial reports for the last two years;
- democratic functioning;
- having a registered office or a regional office in a Mediterranean country;
- having general or specialized competence in the activities of the MAP, of the Barcelona Convention and of the Protocols; and,
- the contributions which the NGO can make to the MAP.

40. On 13 July 2012 the Secretariat sent a letter to the Regional Activity Centres asking their opinion on the applications received. A reminder was sent by the Secretariat on 16 October 2012.

41. Of the 84 international and national NGOs which received the application form for renewal of their accreditation, only 29 NGOs replied.

Proposal for the renewal of accreditations.

42. On the basis of the detailed examination of the forms for renewal of accreditation submitted by the 29 NGOs, the Secretariat considered that all of them comply with the above criteria for accreditation. Those NGOs are listed as:

- Association for the protection of Nature and Environment (APNEK)
- International Association of Mediterranean Forests (AIFM)
- International Centre of Comparative Environmental Law (CIDCE)
- International Centre for Advanced Mediterranean Agronomic Studies (CIHEAM)
- Mediterranean Centre for the Environment (CME)
- Clean Up Greece
- ECAT-Tirana (ECAT)
- ENDA Maghreb (Environment, Development and Action in the Maghreb)
- Greenpeace International
- Hellenic Marine Environment Protection Association (HELMPEPA)
- Institute of sustainable development and management of natural resources (INARE)
- Institute for the Economic Law of the Sea (INDEMER)
- Mediterranean Protected Areas Network (MedPAN)
- The Mediterranean Wetlands Initiative (MEDWET)
- Mediterranean Coastal Foundation (MEDCOAST)
- Mediterranean Information Office for Environment, Culture and Sustainable Development (MIO-ECSDE)
- Oceana
- Syrian Environment Protection Society (SEPS)
- Turkish Marine Research Foundation (TUDAV)
- Turkish Foundation for Combating Soil Erosion, for Reforestation and the Protection of Natural Habitats (TEMA)
- World Wildlife Fund for Nature (WWF MEDPO)
- WWF Turkey
- CPIE Bastia Golo Mediterranée
- Friends of the Earth Middle East
- Global Footprint Network
- International Marine Centre (IMC-ONPLUS)

- International Petroleum, Environment Conservation Association (IPIECA)
- Tour du Valat (Research Centre for the Conservation of Mediterranean Wetlands)

43. The Secretariat has also received three new applications for accreditation from two NGOs working in the field of protection of the environment in coastal areas of the Mediterranean which comply with the criteria for accreditation are:

- Interfase Group
- The Arava Institute for Environmental Studies (AIES)
- The Coastal and Marine Union (EUCC) Mediterranean Center

Draft Recommendations:

- **The Bureau approves the renewal of accreditations to the 29 UNEP/MAP Partners which comply with the criteria established in Decision IG.19/6 adopted at COP16;**
- **The Bureau approves the applications of Interfase Group, AIES and EUCC Mediterranean Center to be added to the list of UNEP/MAP Partners;**
- **The Secretariat considers that the engagement of NGOs and civil society organizations as partners to the Barcelona Convention is a key element in order to perform its catalytic governance role as well as promote and disseminate the activities undertaken by the MAP. Therefore, the Bureau supports the adoption of a decision at the next COP asking the Secretariat to proactively seek and propose relevant NGOs to offer them the opportunity to be associated with the work of the Mediterranean Action Plan.**

2.5. Partnership Agreements

44. Following Decision IG.20/13 requesting the Secretariat to collaborate with the Union for the Mediterranean (UfM), initial discussion was held between UNEP/MAP and UfM, led by the UNEP/MAP Coordinator and the Deputy Secretary General of the UfM for Environment and Water. The results of these discussions were shared with the 75th Bureau of the Contracting Parties to the Barcelona Convention held in Paris (France) from 3 to 5 July 2012 and reflected in a revised version of the MOU which was shared with the Bureau members on 7 November 2012. Since no further comments were received the Secretariat has continued consultations with the broader UfM Secretariat including the Energy, Transport and Urban Development as well as the Environment and Water Divisions. Their suggestions were further discussed with MAP Components and captured in the attached draft which was subject of a final coordination meeting with the Secretary General of the UfM and the Deputy Secretary General for Environment and Water with the UEP/MAP Coordinator on 28 May 2013. Substantively, the main difference with the previous version lays in enlarging the scope of the MoU to include all MAP activities and clarify the areas of cooperation in a more precise manner. In addition, while provisions for clear visibility and recognition of MAP's work have been kept, the UfM Secretariat requested to leave the terminology "labeling" only for UfM activities so as to avoid any confusion. The draft MoU is attached as Annex V.

45. Following discussions at the 75th Bureau Meeting of the Contracting Parties to the Barcelona Convention, dialogue has started with IUCN and the following preliminary cooperation fields of joint Programme of Work under the UNEP-IUCN MoU have been identified:

- i. Ecosystems Approach

- Engagement of IUCN experts in target setting exercise and process
 - Contributing to monitoring programme
 - Contributing to communications with civil society
 - ii. Open Seas and deep seas, including ecosystem services;
 - iii. Strengthening science and technology behind species lists, like in the case of evaluation of the state of the shark and ray species, and endangered species in the Mediterranean (Annexes to SPA/Biodiversity Protocol)
 - iv. Receiving support on legislative issues from IUCN Environmental law network by establishing a link to Compliance Committee
 - v. Data sharing and information exchange
 - vi. Green Economy and Sustainable Production and Consumption (IUCN guidelines on tourism, options for human systems carrying capacity and green economics etc.)
46. The Secretariat has also started cooperation with CBD regarding EBSAs. Advanced discussions on the formal cooperation agreement are expected in the fall.

Draft Recommendations

- **The Bureau is expected to support the draft MoU with the UfM and provide comments as need be, with a view to proceed with completing consultations with and clearance by UNEP central services. The MoU could then be signed during the next Meeting of Contracting Parties from 3 to 6 December in Istanbul (Turkey) to which the Secretary General of the UfM has in principle expressed availability.**
- **The Bureau notes progress on the cooperation agreements between the Secretariat and IUCN, and provides guidance and comments on possible content.**
- **The Bureau may wish to engage on a discussion on cooperation to be launched in the future to be included in relevant decisions for consideration by COP18.**

2.6. Terms of Reference of the Bureau

47. Operational paragraph 1 of Governance Decision IG.20/13 adopted at the 17th Meeting of the Contracting Parties *“requested the Bureau with the support of the Coordinating Unit to start a process of reviewing the terms of reference of the Bureau for the consideration of the 18th Contracting Parties”*;
48. For the purposes of assessing the opportunity of changes the Secretariat compared six global and regional conventions' governance structures (Basel Convention, Convention on Migratory Species (CMS), Convention on Biodiversity (CBD), United Nations Framework Convention on Climate Change (UNFCCC), Convention on International Trade of Endangered Species (CITES), and The Convention for the Protection of the Marine Environment of the North-East Atlantic (OSPAR)) with the current terms of reference of the Bureau. The issues analyzed were composition, mandate and tasks, periodicity of its meetings, agenda preparation, emergency situations, reporting and some other processes of different institutional modalities.
49. Major changes proposed in new ToR attached as Annex VI are as follows:
- a) the composition of the Bureau has been clarified formalizing previous non-written practices;

- b) the general mandate has been particularly elaborated based on the model used by CMS and CITES, strengthening the role of the Bureau with additional tasks and an enhanced definition of its role; and,
- c) the reporting methodology applied in recent Bureau meetings has now been integrated into the terms of reference.

Draft Recommendations

- **The Bureau is expected to review the draft Terms of Reference (ToR) and to provide guidance to the Secretariat with a view to finalize a draft ToR for signature during the meeting of Contracting Parties in Istanbul next December.**

2.7. Other issues in Governance Decision IG.20/13

- i. *Invited the Steering Committee of the Mediterranean Commission for Sustainable Development (MCSD) on reforming the MCSD*
50. The 15 Meeting of the MCSD held in Malta from 10 to 12 June 2013 recommended that the MCSD should be strengthened so as to ensure the integration of the environmental pillar in other public policies. In terms of mandate it recommended that the new MCSD should focus on: revising, monitoring, and evaluating implementation of the MSSD; forging partnerships and coordination; encouraging the exchange of good practices including through a peer-review mechanism, as well as preparing input for sessions on Sustainable Development during Meetings of Contracting Parties. Suggestions were also made regarding ways to enhance its composition which will be further elaborated by the Steering Committee with a view to present a proposal to the Contracting Parties Meeting as requested by Decision IG. 20/13.
- ii. *Urged countries hosting MAP Regional Activity Centers to finalize the new Host Country Agreements as soon as possible in accordance with the draft submitted by the Secretariat, taking into account domestic laws, regulations and practices*
51. COP 17 addressed the need for harmonization in RAC status which had been identified as an obstacle to MAP Governance for several years and has again been highlighted in the Functional Review of MAP. In 2006 the 64 Meeting of the Bureau of the Contracting Parties to the Barcelona Convention (Slovenia) acknowledged that the diversity of RAC status posed serious obstacles to the functional and harmonized coordination among the Secretariat and MAP Components. The concern was reflected in Decision IG 17/5 on Governance adopted at COP 15 (2008) which recommended to harmonize the institutional status of RACs.
52. Annex I to Decision IG. 20/13 includes a model agreement approved by UNEP Legal Unit and the UN Office of Legal Affairs which proposes Regional Activity Centers to be national centers with a regional vocation. COP 17 also approved the following four minimum common requirements as proposed by the 70 Bureau meeting held in 2010 (Morocco): host country and MAP Coordinating Unit engagement in the Center's governance including participation in its Steering Committee or similar governance arrangements; functional operational autonomy to implement MAP's Programme of Work; selection and appointment procedures for RAC Directors ensuring their highest professionalism and competence through a Committee in which a representative of the Coordinating Unit participates; and, management of funds to be done in accordance with the highest criteria and periodic submission of reports by an independent and reputable audit firm.

53. Dialogue and exchange have taken place between the Coordinating Unit and the corresponding legal unit in UNEP and the countries hosting the RACs with a view to progress in finalizing the host country agreements as requested by Decision IG. 20/13. Negotiations are ongoing with Croatia, Italy and France with the former being more advanced.

iii. Requested the Secretariat to carry out a Functional Review of the whole MAP system

54. The first Meeting of MAP Focal Points during this biennium held in Athens last April discussed the Functional Review and pointed to the need of practical measures to ensure a more efficient system such as greater flexibility in strategic planning; improving alignment between funding allocations and strategy; strengthening delivery capacity as well as enhancing coordination and cooperation throughout the system.

55. The Meeting discussed four options to renew the system while not excluding the possibility of developing other options. It concluded by agreeing that all parties will present written comments to the Coordinating Unit and that based on the input received the Coordinating Unit in coordination with MAP Components will develop general orientations for the preparations of the Programme of Work for discussion at the Bureau and a draft biennium Programme of Work and Budget proposals for the Meeting of Focal Points in September. At the request of several parties the deadline for submitting comments was extended until 20 June. The consultation is still ongoing.

iv. Review the Terms of Reference of the Executive Coordination Panel

56. The First Meeting of MAP Focal Points held in April 2013 in Athens considered among the elements of the Extended Functional Review report that should be further looked into the need to transform the Executive Coordination Panel into an operational management body. Given the links between the Functional Review and the role of the Executive Coordination Panel a proposal of revised TOR will be developed by the Secretariat taking into consideration views received from parties to the Functional Review report.

3. Organization of 18th Meeting of the Contracting Parties, 3-6 December 2013, Istanbul, Turkey

57. In accordance with rule 5 of the rules of procedures for meetings and conferences of the Contracting Parties to the Convention for the Protection of Marine Environment and the Coastal Region of the Mediterranean and its Protocols, on 23 May 2013 the Executive Director of UNEP dispatched letters of invitation and a provisional agenda to all the Contracting Parties to the Barcelona Convention (Model attached as Annex VII) the 18th Meeting of the Contracting Parties (COP18) will be held in Istanbul, Turkey from 3 to 6 December 2013.

58. In terms of the organization of the Meeting, it is proposed that the first two days of COP18 will be dedicated to the discussion and adoption of the Compliance Committee Report, draft decisions, as well as to further work on the draft Istanbul declaration. The third day will be devoted to the ministerial session and adoption of the Istanbul Declaration. The adoption of the report will be for the fourth day.

59. The Secretariat is working closely with the Turkish Authorities regarding logistical and organizational arrangements for the COP. Host Country Agreement for the organization of the Meeting is well advanced and it is expected to be signed soon.

60. Turkey, as the Conference's host country, will lead preparations and negotiations of the Istanbul Declaration as well as the Ministerial Session. The Bureau representative of Turkey may want to orally share with Bureau Members preliminary ideas in this regard.
61. The Meeting of MAP Focal Points is proposed to be held in Athens from 10-12 September 2013 for the purposes of preparing COP18. The Meeting will examine the progress achieved in the implementation of the Programme of Work 2012-2013 and will review the Programme of Work prepared by the Secretariat for the period 2014-2015. The MAP Focal Points will also review the Draft Decisions to be submitted to the 18th COP Meeting.

Draft Decisions

62. Further to coordination with MAP components and subject to the comments received from the Components Focal Points, the following Draft Decisions are being prepared by the Secretariat for discussion during the Meeting of MAP Focal Points and onward consideration by the Bureau:
 - I. Decision on the Compliance Committee including Contracting Parties views on their recommendations regarding compliance, the modification of the rules of procedure of the Compliance Committee and the Programme of Work of the Compliance Committee;
 - II. Decision on reporting on measures adopted to comply with the Barcelona Convention and its Protocols including issues related to the periodicity and formats of reporting and the new reporting for the ICZM Protocol;
 - III. Decision on strengthening implementation of the ICZM Protocol in the seaward part of the coastal zone through promoting marine spatial planning in connection with the planning of the coastal land uses;
 - IV. Decision on the Ecosystems Approach including adopting definitions of Good Environmental Status (GES) and targets; extending MAP's Monitoring Programme to be integrated and covering issues beyond pollution; supporting proposals on a new assessment policy, the Economic and Social Assessment, a policy on data-sharing and a revised Ecosystems Approach cycle as well as giving a mandate to MAP to develop integrated Programme of Measures to implement the 11 Ecological Objectives building on the existing MAP strategies and plans of action;
 - V. Decision on new/revised Action Plans under the Biodiversity Protocol including caves and dark habitats, marine turtles and cartilaginous fish;
 - VI. Decision on the creation of new SPAMIs and evaluation of existing SPAMIs;
 - VII. Decision to adopt a new Regional Action Plan on Marine Litter;
 - VIII. Decision on follow up actions regarding the Off-Shore Protocol Action Plan;
 - IX. Decision on Carbon Capture and Sequestration (CCS) activities in the Mediterranean and their implementation in the context of the Barcelona Convention and its Protocols, particularly the Dumping Protocol;
 - X. Decision supporting development of a Roadmap to address the region's common priorities regarding Sustainable Consumption and Production (SPC) policies;
 - XI. Decision supporting the revision of the Mediterranean Strategy for Sustainable Development (MSSD) and the roadmap proposed to complete this task;

- XII. Decision regarding the future of the MCSD and its Programme of Work based on the proposals received from the Steering Committee of the MCSD;
- XIII. Decision on Governance including, inter-alia, the Service Agreement between UNEP and the Contracting Parties, the revised Terms of Reference for the Bureau of the Contracting Parties to the Barcelona Convention, the Organizations with which Cooperation Agreements have been signed (GFCM, UfM, IUCN, etc.) and those that should be prioritized in the future and the Extended Functional Review;
- XIV. Decision on the Financial Regulations, rules and procedures applicable to the Barcelona Convention as foreseen in its Article 24.2; and,
- XV. Decision on the Programme of Work and Budget for 2014-2015 including a mandate to prepare a new Integrated Mid Term Strategy for the period 2016-2021.

Draft Recommendation:

The Bureau is invited to:

- **Exchange views on the substantive issues for the Ministerial segment of the 18th Meeting of Contracting Parties to the Barcelona Convention and initial ideas on the Istanbul Declaration as presented by Turkey as host country for the Conference and provide views and comments in this regard; and,**
- **Consider and comment on the proposed Decisions for consideration by the 18th Meeting of Contracting Parties, as need be.**

4. General orientations on Programme of Work (2014-2015)

63. General orientations on the PoW were submitted to the first meeting of MAP Focal Points which took place in Athens on 22-23 April 2013. Since the document was not discussed due to time limitations, comments from MAP Focal Points were requested in writing so as to facilitate preparing an advanced version for Bureau consideration. At the time of the preparation of this document no comments have yet been received.
64. The Secretariat together with MAP components have carried out an internal assessment of progress in the implementation of the current biennium POW. It should be noted that the assessment is internal for the purposes of preparing the next biennium POW and does not substitute the external evaluation of the Five Year POW which the Secretariat proposes to be carried out next year.
65. The assessment is organized around the themes and outcomes of the Five Year Programme of Work (2010-2014) agreed by COP 16 in Marrakesh (2009). It summarizes: results achieved or if still in progress some of the activities carried out; remaining gaps in the implementation of the Five Year POW (2010-2014); issues to consider next biennium based on the status of implementation of the current Programme of Work; and, emerging new issues relevant in the preparation of the Biennium Programme of Work.
66. The assessment of new and emerging issues and gaps in the implementation of PoW is attached as Annex VIII.

Guiding principles for the preparation of the Biennium PoW

67. The following guiding principles are proposed to guide the preparation of the Biennium Programme of Work:

- i. Focus on MAP's core business as Secretariat and implementer of the Protocols and priority Sustainable Development initiatives linked to MAP strategies;
- ii. Balance to be kept between MAP mandated fields of action;
- iii. Balance to be kept between regional governance/legal/policy implementation and capacity building activities;
- iv. Coherence and complementarity sought with relevant partners and initiatives;
- v. Programme to be results based and integrated;
- vi. Actions supported should facilitate the following two transitions:
 - Substantive: aligning with relevant international and MAP's substantive processes (post-2015 SDG (2016), Aichi Plan of Action adopted by CBD (2020), 6 year EcAp cycle); and,
 - Institutional: implementing COP agreements regarding the Extended Functional Review.
 -

Priorities for the 2014-2015 POW

68. In accordance with article VII of its Terms of reference, the 76th Meeting of the Bureau of the Contracting Parties to the Barcelona Convention (Algiers, 2013) requested the Secretariat to prepare a new Biennium Programme of Work (2014-2015) on the basis of the current Five Year Programme of Work agreed at COP 16th in Marrakesh (2009) and the same indicative planning figure as this biennium.
69. Priorities outlined below have been prepared following consultations with the Directors of MAP Components. They take into consideration the evolving international context, the assessment of progress during this biennium, the gaps to complete the current 5 Year Programme of Work and the emerging issues to consider. As suggested by the 76th Bureau, they are structured around the themes agreed at 16th COP in Marrakesh (2009).
70. Under the Governance theme (I), priorities will focus on: developing an Integrated Programme of Measures of the Barcelona Convention for the implementation of EcAp in the Mediterranean, building on the revision of the SAP/MED, SAP/BIO, ICZM Action Plan and other relevant Strategies such as the strategy for prevention and response to marine pollution from ships and the Off-Shore plan, developing an Integrated Monitoring Programme and testing EcAp as required for completing the Implementation of the Ecosystems Approach cycle as agreed by the Contracting Parties; revising the MSSD in light of Rio+20 and the SDG; strengthening Compliance of the Convention and Protocols; Implement the Functional Review reforms agreed by the parties; carrying out an external evaluation of the current 5 Year Programme of Work and developing a new Medium-Term one (2016-2021); deepen vertical and horizontal partnerships, particularly by operationalizing signed agreements; and, strengthen visibility on the State of the Mediterranean Environment through an enhanced information system, communication and outreach.
71. Under the ICZM theme (II): scaling up implementation of the ICZM Action Plan in particular by: further supporting development of national ICZM strategies; producing ICZM guidelines; carrying out an ex-post evaluation of the CAMPs and including findings in the new generation of CAMPs; launching development of Marine Strategy Planning (MSP) tools to complement implementation of ICZM in the marine part of coastal areas; building capacity to address inadequate port reception facilities; and, supporting application of Strategic Environmental Assessments (SEA) and carrying capacities methodologies.
72. Under the Biodiversity theme (III): enhancing follow up of the status of endangered species and strengthening legal protection; strengthening connectivity among marine and

coastal protected areas and raising the profile of the SPAMI label through networking among SPAMIs, strengthening the scientific evaluation process as well as communication and information; operationalizing the GFCM agreement; regional monitoring and awareness raising regarding ballast water and invasive species; and, moving into more catalytic action regarding capacity building.

73. Under the Pollution Control and Prevention theme (IV): implementing the marine litter regional action plan and waste management; scaling up cooperation and assistance to implement the revised NAPs in cooperation with H2020; further building national and sub-regional capacities to respond to a spill and to enforce the contingency plans; assistance in implementing the dumping Protocol in anticipation of its entry into force; and, technical assistance to implement the Offshore Protocol Action Plan. With regards to pollution monitoring, tracking trends in pollution input and levels to be enhanced, the Pollutant Release and Transfer Mechanism (PRTR) to be extended to as many countries possible and the pollutant national budget reporting process to be completed.
74. Under the SCP theme (V): moving from awareness-raising to influencing policy reforms on sectors which particularly impact the marine and coastal environment and demonstrating the concrete change value of SCP to those policies through pilot interventions; development of a regional SCP policy to support this approach; support changes by addressing consumer and producer behavior and the enabling environment for green entrepreneurship; and strengthening engagement and outreach to the private sector and other new actors.
75. Under the Climate Change theme (VI), priority will to be given to: finalize the climate change adaptation strategy; carry out analyses of climate change impacts on the marine and coastal environment; implement ecosystems-based and IZCM based adaptation measures; and, continue the work on reducing adverse effects of climate change in marine and coastal environment with a particular emphasis on desalination, waste water re-use and carbon capture and sequestration (CSS).

Strategic Programme of Work

76. The Programming cycle of the Five Year Strategic POW should be aligned with the COP decision-making cycle as currently the Five Year POW falls in the middle of the biennium which makes the Five Year POW preparation problematic. This alignment will follow UNEP's practice under the Medium-term Strategy and Biennium POW.
77. COP 17 attempted the alignment by cutting the POW to 4 years which limited time to implement a POW which had been designed for 5 years. COP 17 also decided on an Extended Functional Review the implications of which were unknown at the moment of its adoption. It has become apparent that a transitional period will be needed to implement the Extended Functional Review which makes it difficult to undertake a forward looking planning exercise at this moment.
78. Moreover, recent COP decisions have called on MAP to increase synergies and coherence with other multilateral environmental processes. In addition, decision 26/6 of the UNEP Governing Council on Oceans adopted last February "calls on Member States to use Regional Seas and Convention as a platform for the regional implementation of multilateral environmental agreements and global programme initiatives". A way to facilitate the establishment of synergies is to align MAP's POW with that of relevant international processes and MAP's substantive processes, such as the post 2015 - Sustainable Development Goals, the last four years of the Strategic Plan of Action of the Convention on Biological Diversity (2016-2020) and the six year cycle of the Ecosystems Approach and the MSFD processes.

Draft Recommendation:

- **The Bureau is requested to review the proposal and to provide guidance to the Secretariat as regards to the way forward. In particular, the Bureau is requested to:**
 - a. Provide comments on the proposed guiding principles and priorities for the preparation of the Programme of Work 2014-2015;**
 - b. Endorse the Secretariat proposal to align the Strategic PoW with multilateral and MAP processes as of 2016 and therefore extend for a year the current 5 Year Programme of Work**
 - c. Consider changing the name of the Five Year Strategic Programme of Work with that of Mid-Term Strategy (MTS)**

5. Amendments to Rules of the Compliance Committee

79. By Decision IG. 19/1, the 16th Meeting of the Contracting Parties adopted the Rules of Procedure of the Compliance Committee. The adoption of the Rules of Procedure supplements the institutional system put in place by Decision IG. 17/2 adopted by the meeting of the Contracting Parties on the procedures and mechanisms for the fulfillment of obligations in the context of the Barcelona Convention and its protocols.
80. The purpose of the Rules of Procedure is to specify the methods of operation of the Compliance Committee of which the principles were set by the Decision IG. 17/2 above. It bears respectively on the definition of the agenda of the Committee, the status of members and deputy members of the Committee, the communication and examination of information, public access to documents and information, the conduct of the work of the Committee as well as the methods of voting and finally the general procedures for referral to the Committee.
81. In the course of its last three sessions, the Compliance Committee examined a series of proposals for formal and substantive amendments to its Rules of Procedure. An adapted version of the Rules of Procedure was submitted by the Secretariat to the sixth meeting of the Committee which adopted it. The final version of this draft will be validated by the Committee at its Seventh Meeting (26-28 June 2013). An advance draft is attached as Annex IX.
82. Pursuant to Article 32 of the Rules of Procedure of the Committee, all amendments to this Regulation must actually be submitted for examination and adoption by the Bureau, subject to approval by the meeting of the Contracting Parties. Therefore the members of the Bureau are kindly asked to examine the whole of the amendments proposed by the Compliance Committee and make a recommendation on the action to be taken on these amendments for the attention of the eighteenth meeting of the Contracting Parties in December 2013

Content of the proposals for amendments

83. Most of the amendments have a purely formal scope without affecting the substance of the Rule. For example, the draft envisages specification of the status of full representative of the members in relation to the alternate members. Similarly, it is proposed to add systematically to the word Party the term "Contracting".
84. Five substantive amendments are being proposed by the Committee:

- i. Rule 4 concerning the place, dates and notifications of the meetings of the Committee provides in particular by 1 in its current version that the Committee shall normally meet once a year. The new version provides that the Committee shall normally meet **at least twice every two years, preferably at least once a year at the minimum.** This amendment thus gives more flexibility in the organization of the scheduling of meetings over the whole of a two-year period. Thus, by way of example, the Compliance Committee will have been convened three times during the two-year period, 2012-2013; its meetings took place respectively in January and June 2013, and the third is also scheduled for the autumn of this year.
- ii. Rule 4 provides in particular by 2 in its current version that at each meeting the Committee will decide on the place, the dates and duration of its next meeting. The new version of this by 2 stipulates that the powers of the Committee in this area shall be exercised **in preliminary consultation with the Secretariat.** The proposed amendment merely formalizes the standard practice which is to involve the Secretariat in the decisions of the Committee on the dates and the duration of its meetings.
- iii. Rule 22 relating to the Secretariat provides in the current version by 2 that it performs, in addition, the other functions entrusted to it by the Committee or by the meeting of the Contracting Parties as regards the work of the Committee. The new version by 2 makes the performance of these functions by the Secretariat subject to **the availability of technical and human resources.**
- iv. Rule 26 relating to general procedures of referral to the Committee provides in particular by 2 in its current version that the referral to the Committee by a Contracting Party should also include a list of all the documents that are attached to it. The new version of this by 2 **only renders mandatory the addition of the list of documents which are attached to the referral.**
- v. Strengthening the initiative of the Compliance Committee to consider cases of non-compliance in line with other Conventions' Compliance Committees by introducing the possibility for the Committee to receive information from NGOs which are a partner to MAP or of any other relevant source on difficulties by Parties to comply with the Convention and Protocols. This will require modification of Article 23 of the Decision IG.17/s and the rules of procedure of the Compliance Committee (Article 14).

Draft Recommendation:

The Bureau supports the proposals of amendments proposed by the Compliance Committee and recommends their adoption by the Eighteenth Meeting of the Contracting Parties.

Annex I
Status of Contributions as of 31 May 2013

ANNEX I
Status of Contributions as of 31/5/2013

Country	Unpaid pledges as of 1/1/2013	Pledges for 2013	Collections in 2013	Unpaid Pledges as of 31/5/2013
	EUR	EUR	EUR	EUR
Albania*	0	3,877	3,877	0
Algeria	0	58,163		58,163
Bosnia & Herzegovina	0	16,619	16,619	0
Croatia	0	53,730	53,730	0
Cyprus	0	7,755		7,755
Egypt	0	27,143		27,143
European Union	0	138,483	138,483	0
France	0	2,103,262	2,103,262	0
Greece	155,653	155,653		311,306
Israel	0	81,427		81,427
Italy	0	1,737,670		1,737,670
Lebanon	11,823	3,877	7,754	7,946
Libyan Arab Jamahiriya	577,255	109,124	83,396	602,983
Malta	0	3,877		3,877
Monaco	0	3,877	3,877	0
Montenegro	18	1,294	1,312	0
Morocco	4	15,511		15,515
Slovenia	0	37,113		37,113
Spain	0	830,337		830,337
Syrian Arab Republic	30,424	15,511		45,935
Tunisia	0	11,632		11,632
Turkey	0	124,634		124,634
TOTAL	775,176	5,540,569	2,412,309	3,903,436

Additional Contributions for information only

		Expected contribution	Received contribution	
European commission		598,569	598,569	
	Deficit in CAL account 31/12/2012	Expected contribution	Received contribution	
Greece	359,800	280,800		

*: Contribution was received in December 2012

Annex II
Interim Expenditure Tables

ANNEX II

1. Overview of Income and Expenditures (as at 31 May 2013)

All amounts in €

A. Income	<i>Approved 2012</i>	<i>Approved 2013</i>	<i>Total 2012- 2013</i>	<i>Actual 2012</i>	<i>Actual 2013</i>	<i>Total 2012- 2013</i>
<i>Expected Ordinary Income</i>						
MTF Ordinary Contributions	5,540,571	5,540,571	11,081,142	5,256,383	3,214,002	8,470,385
EU Voluntary Contribution	598,569	598,569	1,197,138	598,569	598,569	1,197,138
Greek Host Government Contribution	280,800	280,800	561,600	309,023	0	309,023
<i>TOTAL of Expected Ordinary Income</i>	6,419,940	6,419,940	12,839,880	6,163,975	3,812,571	9,976,546
B. Commitments	<i>Approved 2012</i>	<i>Approved 2013</i>	<i>Total 2012- 2013</i>	<i>Actual 2012</i>	<i>Actual 2013</i>	<i>Total 2012- 2013</i>
Activities	1,552,138	1,841,596	3,393,734	202,135	291,311	493,446
Post	3,034,960	3,136,409	6,171,369	2,550,800	863,227	3,414,027
Other Administrative Costs	679,771	707,057	1,386,828	484,598	287,612	772,210
Programme Support Costs	606,346	660,711	1,267,057	392,793	130,271	523,065
<i>TOTAL Regular Commitments</i>	5,873,215	6,345,773	12,218,988	3,630,326	1,572,422	5,202,748
Difference between Income and Expenditures	546,725	74,167	620,892	2,533,649	2,240,149	4,773,798

2. Summary of Activities and Administrative Costs by Component (Regular Commitments - MTF/EU vol./CAL)

(in €)	Approved Budget			Actual Expenditures (as at 31 May 2013)		
	2012	2013	Total 2012-2013	2012	2013	Total 2012- 2013
COORDINATING UNIT						
TOTAL ACTIVITIES	340,685	572,472	913,157	14,214	76,269	90,483
POST	779,092	784,708	1,563,800	608,777	243,768	852,545
OTHER ADMINISTRATIVE COSTS*	309,107	305,838	614,945	274,461	238,356	512,817
TOTAL	1,428,884	1,663,018	3,091,902	897,452	558,392	1,455,845
MEDPOL AND COOPERATING AGENCIES						
TOTAL ACTIVITIES	546,000	575,000	1,121,000	117,278	134,368	251,646
POST	578,183	680,866	1,259,049	338,846	72,563	411,409
OTHER ADMINISTRATIVE COSTS	30,000	35,000	65,000	21,628	4,424	26,052
TOTAL	1,154,183	1,290,866	2,445,049	477,753	211,354	689,107
REGIONAL MARINE POLLUTION EMERGENCY RESPONSE CENTRE (REMPEC)						
TOTAL ACTIVITIES	71,225	80,000	151,225	0	0	0
POST	568,181	561,331	1,129,512	551,834	185,526	737,360
OTHER ADMINISTRATIVE COSTS	75,012	97,500	172,512	36,299	8,976	45,275
TOTAL	714,418	738,831	1,453,249	588,133	194,502	782,635
BLUE PLAN REGIONAL ACTIVITY CENTRE (BP/RAC)						
TOTAL ACTIVITIES	115,875	161,955	277,830	3,894	0	3,894
POST	399,348	399,348	798,696	357,677	139,359	497,036
OTHER ADMINISTRATIVE COSTS	105,078	105,078	210,156	77,759	4,545	82,304
TOTAL	620,301	666,381	1,286,682	439,330	143,904	583,234

PRIORITY ACTIONS PROGRAMME REGIONAL ACTIVITY CENTRE (PAP/RAC)						
TOTAL ACTIVITIES	167,000	156,000	323,000	25,473	10,000	35,473
POST	411,812	411,812	823,624	406,582	136,910	543,492
OTHER ADMINISTRATIVE COSTS	70,745	76,498	147,243	37,598	13,541	51,140
TOTAL	649,557	644,310	1,293,867	469,653	160,451	630,105
SPECIALLY PROTECTED AREAS REGIONAL ACTIVITY CENTRE (SPA/RAC)						
TOTAL ACTIVITIES	230,795	271,167	501,962	41,275	70,675	111,950
POST	298,344	298,344	596,688	287,084	85,102	372,185
OTHER ADMINISTRATIVE COSTS	89,829	87,143	176,972	36,853	17,770	54,622
TOTAL	618,968	656,654	1,275,622	365,211	173,546	538,757
INFO/RAC						
TOTAL ACTIVITIES	80,558	25,000	105,558	0	0	0
POST	0	0	0	0	0	0
OTHER ADMINISTRATIVE COSTS	0	0	0	0	0	0
TOTAL	80,558	25,000	105,558	0	0	0
CLEANER PRODUCTION REGIONAL ACTIVITY CENTRE (CP/RAC)						
TOTAL ACTIVITIES	0	2	2	0	0	0
POST	0	0	0	0	0	0
OTHER ADMINISTRATIVE COSTS	0	0	0	0	0	0
TOTAL	0	2	2	0	0	0
PROGRAMME SUPPORT COSTS	606,346	660,711	1,267,057	392,793	130,271	523,065
GRAND TOTAL	5,873,215	6,345,773	12,218,988	3,630,326	1,572,422	5,202,748

* of which 207,569 EUR for 2012 and 208,324 EUR for 2013 relate to CAL Fund for the Host Country Contribution

3. STATEMENT OF INCOME AND EXPENDITURE AND CHANGES IN RESERVE AND FUND BALANCE (MTF)
FOR THE YEARS 2009-2012 (IN USD)

	2009	2010	2011	2012
INCOME				
Counterpart contributions	7,085,127	7,065,190	7,610,153	7,388,394
Miscellaneous income		1,347	26,448	
TOTAL INCOME	7,085,127	7,066,537	7,636,601	7,388,394
EXPENDITURE				
Direct Expenditures	11,116,028	5,290,188	7,631,990	4,125,914
Programme Support Costs	1,478,336	672,880	236,228	389,650
TOTAL EXPENDITURE	12,594,364	5,963,068	7,868,218	4,515,564
Prior period adjustment	0	0	945,806	53,665
EXCESS OF INCOME OVER EXPENDITURE	(5,509,237)	1,103,469	714,189	2,926,495
Transfers from Other Funds	0	1,013,191	0	0
FUND BALANCE AT THE BEGINNING OF PERIOD	1,001,425	(4,507,812)	(2,391,152)	(1,676,963)
FUND BALANCE AT THE END OF PERIOD	(4,507,812)	(2,391,152)	(1,676,963)	1,249,532

4. Revised Annex II of Budget Decision (IG. 20/6)
MTF fund balance projection 2010-2013

<i>in millions EUR</i>	<i>2010-2011 Original</i>	<i>Actual 2010-2011</i>	<i>2012-2013 Original</i>	<i>2012-2013 estimate</i>
MTF fund balance brought forward	-3.0	-3.0	-1.3	-1.3
Income				
Ordinary contributions excluding PSC	9.8	9.8	9.8	9.8
PSC	1.3	1.3	1.3	1.3
Total Income	11.1	11.1	11.1	11.1
Expenditures				
Expenditures	11.8	10.9	10.6	9.2
Savings/delivery rates	-1.0			
Total Expenditures	10.8	10.9	10.6	9.2
Difference between Income and Expenditures	0.3	0.2	0.5	1.9
Other items				
UNEP Secretariat Contribution	0.7	0.7		
Reallocation of charges to QML	0.7	0.7		
Interagency transfers		0.5	0.4	
Retranslation of opening deficit at Dec 2011 rate (1)		-0.4		
Additional savings			0.2	
MTF fund balance carried forward	-1.3	-1.3	-0.1	0.6

Footnotes

(1): Deficit amount of 4,5m USD as at 31/12/2009 is:

- a) 3.0 m EUR when Dec 2009 rate is applied (0.664)
- b) 3.4 m EUR when Dec 2011 rate is applied (0.750)

Note: The official currency of the UN is the USD. The MTF fund balance projection in EUR is an estimation based on various assumptions. The final figures may be different subject to exchange rate fluctuations.

Annex III
Financial Regulations and Rules

Draft Decision on the Financial Regulations and Rules and Procedures for the Contracting Parties, its subsidiary bodies and the Secretariat of the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean

Recalling Decision IG.20/14 on MAP Programme of Work and Budget for the 2012-2013 biennium (Annex III, UNEP(DEPI)/MED IG 20/8), wherein the Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (“the Convention”) requested the Secretariat of the Convention, in consultation with the United Nations Office at Nairobi, to develop for consideration by the 18th meeting of the Contracting Parties, financial rules for the Barcelona Convention as foreseen in Article 24.2 and proposals of reforming the budget presentation, explanation and decision making process, taking into account best practice in budget preparation and adoption by other UNEP administered Multilateral Environment Agreements (“MEAs”).

Recognizing that in accordance with Article 17 of the Barcelona Convention, “the Contracting Parties designate the United Nations Environment Programme (UNEP) as responsible for carrying out (its) Secretariat functions”; and acknowledging that UNEP provides the Secretariat functions through the Mediterranean Coordinating Unit.

Further recognizing that as a United Nations (UN) entity, the managerial and administrative services UNEP provides are governed by the UN Financial Regulations adopted by the General Assembly and the Financial Rules promulgated by the UN Secretary General.

Recalling Article 24.2 of the Convention, and acknowledging that the only financial provisions adopted by the COPS to date are the Terms of References (TORs) of the Mediterranean Trust Fund (MTF) in 1984, these TORs define specificities of financial operations of the UNEP/MAP and specific requirements by the Parties, and supplement the UN/UNEP Financial Regulations and Rules.

Acknowledging that the COP had indicated a need to update and to expand the TORs of the MTF, to adopt UN/UNEP Financial Regulations and Rules and approve specific procedures for the other Trust Funds managed by the Secretariat for the Convention.

Recognizing that other UNEP administered MEAs have adopted specific financial procedures which apply to their respective Conventions, subsidiary bodies and secretariat;

Taking into account that in order to meet the request of the Parties as stated above, the Mediterranean Coordinating Unit has conducted research and studied financial procedures of a number of MEAs, and has consulted with UNEP and United Nations Offices at Nairobi (UNON) as well as conducted a comprehensive review of key documents and decisions of the Barcelona Convention including TORs of the MTF.

Further recognizing that the Contracting Parties to the Barcelona Convention accept that the UN/UNEP Financial Regulations and Rules, supplemented by the procedures cited herein, constitute the MAP Financial Rules and Procedures, in so far as they have entrusted to the UNEP the administration and management of the Barcelona Convention.

Recognizing that the Convention, subsidiary bodies and the Mediterranean Coordinating Unit would benefit from having the UN/UNEP Financial Regulations and Rules supplemented with additional procedures specific to the Barcelona Convention, which would reflect the needs and criteria of the Contracting Parties to the Barcelona Convention, as long as they are consistent with UN/UNEP Financial Regulations and Rules.

The Contracting Parties hereby agree as follows:

1. **Decide** to establish the MAP Financial Procedures which will supplement the UN/UNEP Financial Regulations and Rules, in order to:
 - a. provide a clear specific guideline with regards to handling of all the funds of Barcelona Convention Secretariat, which updates the TORs of the MTF and incorporates in a single document, financial provisions made previous, which currently appear in various documents and may be difficult to grasp in a comprehensive manner;
 - b. streamline financial management of the Barcelona Convention to help Contracting Parties easily understand UN/UNEP Financial Regulations and Rules applicable while reflecting the uniqueness of the Barcelona Convention as an additional feature;
 - c. clearly spell out the responsibilities and obligations of UNEP as the Secretariat to the Barcelona Convention as well as those of the Parties with regards to funds, budget, contribution, accounting and audits.
2. **Further acknowledge that** the following financial procedures should be adopted, with a view to further enhancing the efficiency of the operations of the Mediterranean Coordinating Unit and to augment the provisions of the Convention:
 - A target number of days prior to the Contracting Parties meetings by which meeting documents are provided to the Parties: 60 days in advance of the meeting of the Contracting Parties for the UN languages spoken by the Contracting Parties and 30 days before the meeting of the Focal points, which is aligned with the provisions in the Rules of Procedure of the Barcelona Convention;
 - A working capital reserve shall be established and maintained in the General Trust Fund of the Convention equivalent to 15% of its annual budget as decided by the Contracting Parties in their 17th meeting (UNEP (DEPI)/MED. IG 19/17);
 - The Co-ordinator shall ensure that any commitments made shall be within his/her authority and shall be based on the approved budget and shall be covered by related income;
 - The scale of assessed contributions to be adopted by the Contracting Parties shall be based on the scale of assessments of the United Nations which is updated/adopted by the General Assembly from time to time;
 - Contributions for each calendar year are to be paid within the first quarter of that year and after the meeting of the Contracting Parties. For the second year of the biennium, the Contracting Parties should be notified by the Mediterranean Coordinating Unit of the amount of their contributions by 15 October of the previous year;
 - Implication of accumulated arrears on the right of the concerned Parties is clearly defined by re-stating the loss of voting rights as already established in Rule 42.2 of the Rules of Procedure for meetings and conferences of the Contracting Parties to the Convention for the Protection of the Mediterranean Sea adopted by the Sixth Meeting of the Contracting Parties to the Barcelona Convention in 1988.
 - Limiting eligibility to Bureau membership unless otherwise agreed by the Contracting Parties to the Convention as established in some other MEAs.
3. **Adopt** the UN/UNEP Financial Regulations and Rules and the following specific procedures for its operation and for the operation of its subsidiary bodies and the Mediterranean Coordinating Unit, pursuant to Article 24.2 of the Barcelona Convention and taking into account the Decision IG.20/14, Annex III, UNEP(DEPI)/MED IG 20/8 and which is appended to this Decision.

Financial Regulations and Rules and procedures for the funds of the Convention administered by the Secretariat of the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean

Scope

The Financial Rules and Procedures of the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) are the Financial Regulations and Rules of the UN and the Financial Rules of UNEP as supplemented by the additional procedures established below.

These Procedures shall govern the financial administration of the Contracting Parties to the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean, its subsidiary bodies and the Convention Secretariat.

Financial period

Procedure 1

The financial period shall be for one calendar year from 1st January to 31st December. The biennial programme of work and budget of the Barcelona Convention shall consist of two consecutive calendar years, the first of which shall be an even year.

Budget

Procedure 2

1. The Co-ordinator of the Secretariat to the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (hereinafter referred to as the Co-ordinator) shall prepare the budget estimates for the following biennium in Euro and US Dollars showing projected income and expenditures for each year of the biennium concerned. The budget should be presented in programmatic formats harmonized with those used by UNEP. The Co-ordinator, after consultation with, and clearance by the Executive Director of the United Nations Environment Programme, shall dispatch the estimates, as well as the actual income and expenditure for each year of the previous biennium, to all parties to the Convention at least 2 months before the opening of the meeting of the Contracting Parties at which the budget is to be adopted.
2. As per UN Financial Regulation 6.1, the base currency of the UN is the US dollar. Appropriations, allocations, revenue and expenses are managed, maintained and audited in UNEP's accounts, and reflected in UNEP's financial statements, in US dollars. Losses/gains on exchange may be charged/credited to the working capital reserve.
3. The Contracting Parties shall, prior to the commencement of the financial period that the budget covers, consider the budget estimates and adopt an operational budget by consensus entrusting UNEP to certify and authorize expenditures, other than those referred to in procedure 4, paragraphs 3 and 4 below.
4. Adoption of the operational budget by the Contracting Parties shall constitute the basis for UNEP to issue allotments and to incur commitments and make payments for the purposes for which the appropriations were approved, provided always that, unless specifically authorized by the Executive Director, commitments shall be covered by related income.
5. The Co-ordinator may approve transfers within each of the main activity of an approved operational budget. The Co-ordinator may also approve transfers between main activities within a given Trust Fund for up to 20 per cent.

Funds

Procedure 3

- d. A Trust Fund for the Convention has been established by the Executive Director of the United Nations Environment Programme and approved by the Governing body of UNEP. The fund is to provide financial support for the work of the Convention Secretariat. Contributions made pursuant to procedure 5, paragraph 1 (a) below, shall be credited to this fund.
- e. Within the Trust Fund there shall be maintained a working capital reserve. The purpose of the working capital reserve shall be to ensure continuity of operations in the event of a temporary shortfall of cash as well as to provide for potential losses on exchange. Drawdowns from the working capital reserve shall be authorized by the Executive Director and shall be replenished from contributions, or gains on exchange, as soon as possible.
- f. A Trust Fund in support of the Mediterranean Action Plan has been established by the Executive Director of the United Nations Environment Programme in accordance with UN/UNEP Regulations and Rules. This fund shall receive contributions pursuant to procedure 4, paragraphs 1 (b) and (c) below, to support the priority activities defined and approved by the Contracting Parties.
- g. Subject to the request of the Contracting Parties, the Executive Director of the United Nations Environment Programme may establish other trust funds and will accordingly inform the Environment Assembly of UNEP.
- h. In the event that the Contracting Parties wish to terminate a trust fund established pursuant to the present procedures, they shall so advise the Executive Director of the United Nations Environment Programme at least six months before the date of termination so decided. The Contracting Parties shall decide, in consultation with the Executive Director of the United Nations Environment Programme, on the distribution of any uncommitted balances after all liquidation expenses have been met.
- i. The Executive Director of UNEP may also allot funds to the Mediterranean Coordinating Unit, provided their purpose is consistent with the objectives of the Convention and COP decisions.

Contributions

Procedure 4

1. The resources of the Contracting Parties shall comprise:
 - (a) Contributions made each year by parties on the basis of an assessed scale adopted by consensus by the Contracting Parties and based on such a scale of assessments of the United Nations as may be adopted from time to time by the General Assembly;
 - (b) Discretionary Contributions made each year by parties in addition to those made pursuant to paragraph (a);
 - (c) Contributions from States not parties to the Convention, as well as governmental, intergovernmental and non-governmental organizations and other sources;
 - (d) Miscellaneous revenue.
2. In respect of contributions made pursuant to procedure 4, paragraph 1 (a) above:

- (a) The Executive Director of UNEP, through the Co-ordinator shall inform the Contracting Parties of their expected contributions under the agreed scale;
- (b) Contributions for each calendar year are expected within the first quarter of that year and should be paid promptly and in full. Parties should be notified of the amount of their contributions for a given year by 15 October of the previous year;
- (c) Each Party shall, as far in advance as possible of the date due for the contribution, inform the Co-ordinator of the contribution it intends to make and of the projected timing of that contribution;
- (d) If contributions of any parties have not been received by the first quarter of the relevant year, the Co-ordinator shall write to those parties to impress upon them the importance of paying their respective contributions for the year as well as arrears for prior periods if any, and shall report to the Bureau and to the Contracting Parties at their next meetings on the consultations with such parties;
- (e) The Co-ordinator shall propose to any Party whose contributions are in arrears for two or more years a payment schedule to enable such Party to clear all outstanding arrears within a maximum of six years, depending on the financial circumstances of the Party, and to pay future contributions by their due dates. The Co-ordinator shall report to the Bureau and to the Contracting Parties at their next meetings on progress under any such schedule;
- (f) With regard to contributions due from 1 January 2014 onwards:
- (i) Any party whose contributions are in arrears for two or more years shall not be eligible to become a member of the Bureau of the Contracting Parties or any of its subsidiary bodies;
- (ii) Pursuant to Rule 42 of Rules of Procedure of the Barcelona Convention, any party whose contributions are in arrears for two or more years shall not be entitled to vote at any meeting of the Contracting Parties unless the Conference decides otherwise;
- (iii) Subparagraphs (i) and (ii) above shall not apply to parties that have agreed on and are respecting a schedule of payments implemented in accordance with paragraph (e) above;
3. Contributions made pursuant to procedure 5, paragraphs 1 (b) and (c), shall be used in accordance with such terms and conditions, consistent with the objectives of the Convention and the Financial Regulations, Rules, Policies and Procedures of the United Nations Environment Programme, as may be agreed between the Executive Director and the respective contributors.
4. All contributions shall be paid in convertible currency and credited to an official UNEP bank account, the details of which are to be provided by the Executive Director. This bank account is to be managed in accordance with the Financial Regulations and Rules of the United Nations.
5. UNEP shall acknowledge promptly the receipt of all pledges and contributions and the Co-ordinator shall publish on the Convention website up to date information on the status of pledges and payments of contributions.
6. Contributions not immediately required shall be invested in accordance with procedures of the UN's Office of Programme Planning, Budget and Accounts on behalf of the Executive Director of the United Nations Environment Programme. The resulting income or losses shall be applied to the relevant Trust Fund in accordance with the Financial Regulations and Rules of the United Nations.

Accounts and audit

Procedure 5

1. The accounts and financial management of all funds governed by the present procedures shall be subject exclusively to the internal and external audit process of the United Nations.
2. A statement of accounts for the financial period shall be provided to the Contracting Parties as soon as possible after the accounts for the financial period are closed and audited. This statement of accounts shall be an extract from the audited financial statements of UNEP.
3. The Contracting Parties shall be informed of any remarks in the reports of the United Nations Board of Auditors on financial statements of the United Nations Environment Programme that are relevant to the Barcelona Convention.

Administrative support

Procedure 6

The Contracting Parties shall reimburse the United Nations Environment Programme for the support services provided to the Contracting Parties, its subsidiary bodies and the Mediterranean Coordinating Unit from the funds referred to in procedure 4, paragraphs 1 and 3 above, in accordance with the general policy and business practice of the United Nations and applicable agreements between UNEP and donors.

Amendments

Procedure 7

Any amendment to the present document shall be adopted by the Contracting Parties by consensus.

Entry into Effect

Procedure 8

These Financial Procedures, as agreed by the Executive Director of UNEP and adopted by the Contracting Parties, shall be effective from 1 January 2014.

Annex IV

Secretariat services to and support of the Convention for the Protection of the marine environment and the coastal region of the Mediterranean

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CONTRACTING PARTIES TO THE CONVENTION FOR THE PROTECTION OF THE
MARINE ENVIRONMENT AND THE COASTAL REGION OF THE MEDITERRANEAN**

AND

THE UNITED NATIONS ENVIRONMENT PROGRAMME

**CONCERNING SECRETARIAT SERVICES TO AND SUPPORT OF THE CONVENTION FOR
THE PROTECTION OF THE MARINE ENVIRONMENT AND THE COASTAL REGION OF
THE MEDITERRANEAN**

The Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean ("the Contracting Parties") as amended in Barcelona in 1995, also known as the Barcelona Convention ("the Convention") and the Executive Director of the United Nations Environment Programme (the "Executive Director"):

Recalling Article 17 of the Convention, which provides that "The Contracting Parties designate the United Nations Environment Programme as responsible for carrying out the following secretariat functions:

- "(i) To convene and prepare the meetings of Contracting Parties and conferences provided for in articles 18, 21 and 22;
- (ii) To transmit to the Contracting Parties notifications, reports and other information received in accordance with articles 3, 9 and 26;
- (iii) To receive, consider and reply to enquiries and information from the Contracting Parties;
- (iv) To receive, consider and reply to enquiries and information from non-governmental organizations and the public when they relate to subjects of common interest or to activities carried out at the regional level; in this case, the Contracting Parties concerned shall be informed;
- (v) To perform the functions assigned to it by the protocols to this Convention;
- (vi) To regularly report to the Contracting Parties on the implementation of the Convention and of the Protocols;
- (vii) To perform such other functions as may be assigned to it by the Contracting Parties;
- (viii) To ensure the necessary coordination with other international bodies which the Contracting Parties consider competent, and in particular, to enter into such administrative arrangements as may be required for the effective discharge of the secretariat functions; and acknowledging that UNEP provides the Secretariat functions through the Mediterranean Coordinating Unit (CU);

Further recalling the Governing Council of the United Nations Environment Programme (UNEP GC) Decision 7/8 of May 1979 inviting the Executive Director "to strengthen the Mediterranean Action Plan's existing Co-ordination Unit in order to ensure the continuity of the programme and establish the necessary co-ordination between the regional seas programme activity centre and this Co-ordination Unit;

Recalling also that the UNEP GC approved “the Action Plan” contained in the Annex to the Report of the Intergovernmental Meeting on the Protection of the Mediterranean Sea (Barcelona, 28 January – 4 February 1975 [UNEP WG.2/5]) , which was revised in 1995 to become the “Action Plan for the Protection of the Marine Environment and the Sustainable Development of the Coastal Areas of the Mediterranean (MAP Phase II)” and whose revised text refers to the fact that the Mediterranean coastal States in carrying out their tasks “receive the support of the Secretariat of the Barcelona Convention entrusted to UNEP and its Coordinating Unit, and under the Unit’s supervision, of MAP’s Regional Activity Centres”.

Further recalling Decision IG 17/5 on *Governance* adopted in the context of Article 18 (vi) of the Convention at the 15th Meeting of the Contracting Parties to the Convention and its Protocols (Almeria, Spain, 15-18 January 2008) which adopted a Governance Paper that, inter-alia, provides that “as the Secretariat to the Barcelona Convention the overall mission of the Coordinating Unit is to take all necessary steps to promote and facilitate the full and proper implementation of the Barcelona Convention, its protocols and strategies, and the decisions and recommendations taken at the Meetings of Contracting Parties”;

Acknowledging that Decision IG. 20/13 on Governance adopted in the context of Article 17 of the Convention at the 17th Meeting of Contracting Parties to the Convention (Paris, France, 8-10 February 2012) “appreciated the progress achieved with regard to the actions needed to bring the MAP system into line with the Governance Paper”, “stressed the necessity to urgently complete and implement all the actions included in the Governance Paper” and “welcomed UNEP’s proposals to cooperate with the Contracting Parties in clarifying and updating the administrative arrangements governing its actions as administrator of the Barcelona Convention, and hence emphasizing the urgent need to finalize a specific Agreement on this matter”;

Noting that the Contracting Parties to the Convention, in the Article 19 of the Convention, resolved to establish the Bureau with the terms of reference, *inter alia*, to provide, within the policy agreed to by the Conference of the Parties, general policy and general operational direction to the CU concerning the implementation of the Convention in between the Meetings of Contracting Parties and to supervise the work of the CU in the implementation of the programme and budget management adopted by the meeting of the Contracting Parties (UNEP (OCA) MED IG.5/16);

Recognizing that the decisions of the Contracting Parties alone guide the implementation of the Convention and its programme of work and direct the management of its CU on all programmatic issues;

Aware that the responsibilities and functions of the Contracting Parties, and the Executive Director with regard to the implementation of Articles 17 and 18 of the Convention would benefit from being further clarified;

Also acknowledging that the objective of the Convention is to prevent, abate, combat and to the fullest possible extent eliminate pollution of the Mediterranean Sea Area and to protect and enhance the marine environment in that Area so as to contribute towards its sustainable development;

Desiring to further improve the relationship between the Convention and UNEP in the provision of secretariat services and to also recognize and further promote the mutual benefits of appropriate programmatic support;

Recognizing that Decision IG. 20/13 on Governance adopted by the 17th Meeting of Contracting Parties to the Convention requested UNEP to work with the Bureau of the Contracting Parties in finalizing a Memorandum of Understanding concerning the Secretariat Services to and Support to the Convention with a view to submit the Memorandum of Understanding to the 19th Meeting of Contracting Parties for signature;

Recalling that the United Nations General Assembly Resolution 67/251 on the change of the designation of the UNEP Governing Council and the creation of the United Nations Environment Assembly, as the governing body of UNEP with universal membership, and as a subsidiary organ of the United Nations General Assembly.

Recalling that the Governing Council of UNEP at its 27th Session, in paragraph 29 of its decision 27/13 requested the Executive Director, in consultation with the relevant multilateral environmental agreement secretariats, the United Nations Board of Auditors, the Office of Legal Affairs and other appropriate bodies, to submit to the governing body of UNEP, at its next session a final report on the relationship between UNEP and the multilateral environmental agreements for which it provides the Secretariat;

HAVE DECIDED THE FOLLOWING:

Basic principles

1. The Contracting Parties acknowledge that the Barcelona Convention is part of the UNEP Regional Seas Programme and that the secretariat is provided by the Executive Director of UNEP in accordance with article 17 of the Convention through the Mediterranean Coordinating Unit (CU), which currently operates through DEPI, the UNEP Division housing the Regional Seas Programme.
2. The Contracting Parties acknowledge that, in requesting the Executive Director to provide a secretariat, the relevant rules, regulations, policies and procedures of the United Nations and UNEP apply to the operation of the CU.
3. The Executive Director acknowledges that Article 17 of the Convention establishes a Secretariat which will carry out certain listed functions, including any functions entrusted to it by the Contracting Parties, and that all action undertaken pursuant to this Memorandum of Understanding (MoU) may not be contrary to applicable international law, including the Convention.
4. The Executive Director will work with the Coordinator to determine the administrative service requirements and to identify the most efficient means by which to ensure that the Convention receives the administrative support that it needs.
5. The Contracting Parties and the Executive Director will take full account of each other's views on any significant action they intend within their respective mandates that may affect the interests of the Parties, or the efficient and effective administration of the Convention or of the rules and regulations of the United Nations and UNEP.
6. The Executive Director recognizes the legal autonomy of the Convention as an Intergovernmental Treaty Body in relation to UNEP as a subsidiary body of the United Nations and the role and function of the CU to serve the Convention and its Parties.
7. The Contracting Parties acknowledge that the President of the COP is expected to keep the members of the Bureau, and through them, as appropriate, all the Parties to the Convention, informed of his or her interaction with the Executive Director on behalf of the Contracting Parties.

The Coordinator and staff of the CU

8. The Executive Director will recruit the staff including the Coordinator of the CU, who will be selected and appointed as UNEP staff members in accordance with the United Nations staff rules and procedures.

9. The Executive Director will consult with the Bureau through its President on the recruitment, selection, and appointment of the Coordinator and will make every effort to recommend a Coordinator who is acceptable to the Bureau, while recognizing that the United Nations personnel rules applicable to UNEP will govern the recruitment, selection, and appointment of all CU staff, including the Coordinator, whereby the final decision on appointment remains with the Executive Director.
10. The Executive Director will extend or discontinue the contract of the Coordinator in accordance with the United Nations rules and regulations. To the extent possible and within his/her powers, the Executive Director will consult with the Bureau through its President as appropriate at all stages of this process.
11. The Executive Director will provide the necessary administrative support to ensure that any vacancies occurring among the senior professional staff of the CU should be filled, in accordance with the United Nations rules and regulations as soon as possible, subject to the availability of funds and noting the competencies, knowledge, experience and expertise required for such posts.
12. The Executive Director will ensure that requests by the CU for Junior Professional Officers (JPO's) are fully included in the list that UNEP annually shares with donor governments supporting JPOs.

Delegation of authority

13. The Executive Director may delegate the necessary authority to the Coordinator -through appropriate channels- related to administrative and financial matters to enable the Coordinator to manage and represent the CU with the appropriate level of autonomy while maintaining the efficient and effective operation of the CU. The Executive Director is responsible for ensuring that the Coordinator exercises any delegated authority in accordance with the rules and regulations of the United Nations and UNEP and the Executive Director's commitments made in this MOU.
14. The Contracting Parties, through their President, will be informed by the Executive Director of this delegation, recognizing the flexibilities under and applicability of the United Nations and UNEP rules and regulations.

Administrative support and programme support costs

15. The Executive Director will allocate a share of 67% of the Programme Support Costs (PSC) income accrued in the previous year attributable to all of the trust funds of the Convention to the CU upon receipt of an annual costed plan that demonstrates that these funds will be used efficiently and effectively in support of Convention activities. Those funds will be used exclusively for the purposes of administrative support functions, as per UN procedures.
16. The Executive Director will allocate an appropriate share (33%) of the PSC income attributable to all of the trust funds of the Convention to finance central administrative functions, including those performed by UNEP, UNON, the UN's Office of Internal Oversight Services (OIOS) and the Board of Auditors. These central administrative services and functions consist of the following¹:
 - a. Staff Recruitment, classification and selection process
 - b. Payroll and administration of staff entitlements including education grants, medical insurance including compensation in the event of death, injury or illness

¹¹ Excluding services contracted locally by the MAP Secretariat to UNOG, UNOV or other service providers.

- attributable to the performance of official duties on behalf of the UN or UNEP, home leave and repatriation.
- c. The United Nations' financial disclosure programme (billed by UN Headquarters in New York)
 - d. Accounting and finance functions, including statement preparation, the issuance of allotments and allocations, payable/receivables, cash-flow management, treasury and contributions receipt and recording.
 - e. Administration of end-of-service and post-retirement benefits including the administration of pension fund deductions and ASHI.
 - f. Non-expendable property asset management.
 - g. Internal audit, investigation, inspection and external audit.
 - h. Participation in the United Nations' administration of justice system.
 - i. Shipping, pouch, visa and United Nations Laissez-Passers.
 - j. Access to the corporate United Nations and UNEP intranet/internet and mail systems.
17. The Executive Director will provide full transparency in respect of the allocation of PSC between the CU and central administrative functions.

Financial matters and budgets

18. The financial operations of the Convention shall be recorded in trust funds established in accordance with Article V of the General Procedures Governing the Operations of the Fund of UNEP.
19. The biennial Report of the Board of Auditors of the United Nations on the UNEP Environment Fund and its associated trust funds, including the trust funds of the Convention, will be provided to the Bureau, for transmission to all Contracting Parties. Any matters identified by the Board of Auditors of specific relevance to the trust funds of the Convention will be brought to the attention of the Bureau.
20. The Contracting Parties, including through the Bureau, will provide strategic guidance and supervision in the development and execution of the CU budget as derived from the trust funds of the Convention and other sources.
21. The Executive Director will comply with, and ensure that the Coordinator complies with, the specific decisions adopted at each meeting of the Contracting Parties, including with respect to matters related to the financing and budgeting of the CU, taking into account the availability of resources and provided that they are in accordance with the Financial Regulations and Rules of the United Nations and UNEP.
22. The draft CU budget will be shared with the Executive Director for review and clearance before the proposed budget is submitted for consideration by the Contracting Parties.
23. The Executive Director, in accordance with Decision 19/24A of the Governing Council of the UNEP, will provide to the Contracting Parties detailed information on administration services provided to the Convention through the Annual Report referred to in paragraph 31, with the understanding that the level of detail will be consistent with the needs of the Contracting Parties and within the procedures applicable to UNEP.

Performance evaluation and management review

24. Evaluation of the performance of the staff and other relevant personnel of the CU will be conducted in accordance with the relevant rules and regulations of the United Nations as applied to the UNEP.

25. The performance of all staff of the CU will be managed by the Coordinator, and the Executive Director will appraise the performance of the Coordinator, in both cases through the United Nations established performance appraisal system.
26. The Executive Director will ensure that through the Bureau the Contracting Parties have access to information regarding the applicable criteria used for performance appraisal under the United Nations e-Performance system.
27. The Executive Director is expected to consult with the Contracting Parties through the Bureau on the performance of the Coordinator, and the Bureau may, through its President, submit to the Executive Director its comments on the performance of the Coordinator on an annual basis or as the Bureau deems necessary.
28. The Executive Director will ensure that the Coordinator acts in conformity with the provisions of the Convention and the rules and regulations of the United Nations on these and other programmatic functions as may be entrusted to the CU by the Contracting Parties.
29. The Executive Director will ensure that the Coordinator implements the policy guidance of the Contracting Parties and the policy guidance issued by the Bureau between the meetings of the Contracting Parties, in exercising the functions of the CU in accordance with the Convention, including any such functions as may be entrusted to the CU by the Contracting Parties.
30. The Executive Director, on his own initiative, may, in consultation with the Bureau or at its request, commission an independent management review of the CU and its functions, with a view to promoting cost efficiency, transparency and furthering the goals and implementation of the Convention. Such reviews are not audits or investigations and will not therefore impinge upon the prerogatives of the Board of Auditors, OIOS and the UN's information disclosure policies. The Coordinator will keep the Bureau and the Executive Director fully informed of any such reviews that are undertaken.

Annual report

31. The Executive Director will submit to each regular meeting of the Contracting Parties, and to one meeting of the Bureau each year, a report concerning the provision of support to the CU and the support provided by UNEP in carrying out the programmatic functions related to the implementation of the Convention, including as appropriate the implementation of this Memorandum of Understanding.

Programmatic relationship

32. The Contracting Parties understand that the Convention may provide a context for implementation of certain aspects of the UNEP Medium-term Strategy, through its Costed Programme of Work, subject to the approval of the Contracting Parties and to the extent consistent with the Convention.
33. The Executive Director understands that UNEP can provide a tool for implementation of certain aspects of the Convention and its Parties' resolutions and decisions subject to the approval of the Governing Council and to the extent consistent with UNEP's mandate, Medium-term Strategy and Programme of Work.
34. The Executive Director will consult with the Coordinator, who will consult with the Bureau, through its President, on activities which UNEP could undertake in providing programmatic support to the Convention, and the Coordinator will consult with the Executive Director and

Bureau, through its President, on activities which could be undertaken within the framework and mandate of the Convention for implementation of certain aspects of the UNEP Medium-term Strategy.

35. The Executive Director will consult with, and fully involve the Coordinator in, any projects and programmes that relate to the implementation of the Convention and in any joint funding arrangements that include implementing the Convention which are, or are proposed to be, arranged with donors. The Executive Director, directly or through the Coordinator, is expected to consult with the Bureau, through its President, regarding projects or programmes that would affect the implementation or relate to the financing of the Convention.
36. The Executive Director may call meetings of Secretariats of multilateral environmental agreements, as well as joint meetings of senior staff employed through UNEP, and invite the Coordinator to participate in those meetings. The Executive Director will meet the costs of travel and other expenses related to the Coordinator's participation in any such meetings that are not expected to primarily benefit the work of the Convention or the management and administration of the CU. The Executive Director, through the Coordinator, will ensure that the Bureau, through its President, is regularly informed about the outcomes of such meetings.
37. The Bureau, through its President, will be fully consulted by the Coordinator regarding all proposals relating to programmatic support referred to in paragraph 34 and about the outcome of meetings referred to in paragraph 36.

On-going consultations in implementation

38. The Contracting Parties, through the Bureau, and the Executive Director will hold consultations on a regular basis, and as needed, on all issues related to the implementation of the present Memorandum of Understanding. These consultations will be conducted through the President of the Bureau, who will seek the views of the Contracting Parties and reflect these during the consultation, or may be conducted as otherwise mutually determined by the Bureau and the Executive Director.
39. On specific issues, the President may designate the Vice-President or Alternate Vice-President of the Bureau to conduct such consultations, and the Executive Director, in their absence, may be represented by a designated senior representative, or consultations may take place as otherwise mutually determined by the Bureau and the Executive Director.
40. Any difference of opinion regarding the implementation of the Convention is to be resolved to the satisfaction of the Contracting Parties, including through the Bureau, as they deem appropriate; for differences of opinion regarding implementation or interpretation of this Memorandum of Understanding, the Executive Director will consult with the Contracting Parties and make every effort to reach a mutually acceptable outcome.

Final provisions

41. This Memorandum of Understanding does not impose, nor is it intended to impose, any legally binding commitments.
42. This Memorandum of Understanding is entered into without prejudice to the negotiations on administrative arrangements between UNEP and UNEP administered conventions, including any future negotiations between the Contracting Parties and UNEP.
43. This Memorandum of Understanding becomes operative on the date on which both the Contracting Parties, represented by the President, subject to the approval of the Conference of the Parties, and the Executive Director have signed.

44. This Memorandum of Understanding may, at the request of either party, be reviewed at any time. Such a request will be made at least four months in advance, and will then be addressed at the next meeting of the Bureau. In any event, this Memorandum of Understanding will be reviewed after each meeting of the Contracting Parties to determine whether any modifications are needed. Any modifications to the Memorandum of Understanding will be mutually determined in writing and signed by both Parties to it.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below:

For the United Nations Environment Programme For the Contracting Parties to the
Barcelona Convention

.....
Achim Steiner
Executive Director
UNEP

.....
[Name]
[Title]

Date: Date:

Annex V
**Draft Memorandum of Understanding with the Secretariat of the Union for the
Mediterranean**

MEMORANDUM OF UNDERSTANDING**BETWEEN****THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)
AND
THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN (UfMS)**

Hereafter collectively referred to as “the Parties” or individually as “Party”

WHEREAS UNEP/MAP has the mandate as per the Barcelona Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean to assist the Mediterranean countries, with its main objectives through its seven protocols respectively to assess and control marine pollution; to ensure sustainable management of natural marine and coastal resources; to address common challenges related to the prevention and reduction of pollution from land-based sources, ships, dumping, off-shore installations and the movement of hazardous substances; to ensure the protection of biodiversity; and, the integrated management of coastal zones. In this context, the Contracting Parties to the Barcelona Convention had adopted Regional Strategies, Actions Plans and Programmes as well as put in place regional structures including a consolidated system of focal points, the Coordinating Unit and six Regional Activity Centers², which have a mandate for carrying out activities aimed at implementing the seven Protocols of the Barcelona Convention and the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its Protocols,

WHEREAS the Paris Declaration adopted at the 17th Meeting of the Contracting Parties to the Barcelona Convention (Paris, 10 February 2012), welcomed the ongoing efforts to enhance cooperation between UNEP/MAP- Barcelona Convention with the Secretariat of the Union for the Mediterranean (UfMS);

WHEREAS the last Euro-Mediterranean Ministerial Conference on Environment (Cairo, November 20th, 2006) took note of the Barcelona Convention, its protocols and Mediterranean Strategy for Sustainable Development, insisted on the need for a regional approach, increased cooperation and finance, and called for coordination in order to implement both the EU H2020 initiative and the UNEP/MAP –Barcelona Convention Strategic Action Program to combat pollution from land based sources (SAPMED), as well as complementary actions and programs contributing to environmental objectives and sustainable development in the Mediterranean;

WHEREAS the UfMS is mandated by the Heads of State and Government Joint Declaration of the Paris Summit for the Mediterranean (Paris, 13 July 2008) to give new impulse to the “Barcelona Process: Union for the Mediterranean” in terms of identification, follow-up, promotion of projects and the search for partners, and further elaborated by the Final Statement of Foreign Affairs Ministerial (Marseille, 4 November 2008);

² Six MAP Regional Activity Centres (RACs) are based in Mediterranean countries, each offering its own environmental and developmental expertise for the benefit of the Mediterranean community in the implementation of MAP activities. These six RACs are the following: 1.Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC)-Malta, Blue Plan Regional Activity Centre (BP/ RAC)-France, Priority Actions Programme Regional Activity Centre (PAP/ RAC)-Croatia, 4. Specially Protected Areas Regional Activity Centre (SPA/ RAC)-Tunisia, 5.Cleaner Production Regional Activity Centre (CP/ RAC) –Spain and, 6. INFO/ RAC-Italy.

WHEREAS the first Ministerial Conference of the Union for the Mediterranean (UfM) on sustainable urban development (Strasbourg, November 10th, 2011) took note of the Barcelona Convention, and its protocols and the Mediterranean Strategy for Sustainable Development adopted in November 2005, in Portoroz and in the final declaration, the Ministers called for the elaboration of a UfM sustainable urban strategy, respecting the specific pace of economic social and environmental development of each State and entrusted the member States the task of elaborating the UfM Urban Development Strategy with the support of the Secretariat of the Union for the Mediterranean;

WHEREAS the large development of renewable energy and energy efficiency are of crucial importance to mitigate climate change and address energy challenges in the Mediterranean area, the Paris declaration has tasked the UfMS to “explore the feasibility, development and creation of a Mediterranean Solar Plan”(MSP). The UfM Member States have called upon the UfMS to coordinate the development of the MSP Master Plan in close cooperation with all the stakeholders. The MSP is aiming at boosting the development and deployment of renewable energy and energy efficiency technologies in the Mediterranean region through building up 20 GW capacities of RE by 2020. The MSP is regional sectorial initiative which could contribute to the global Mediterranean Strategy for Sustainable Development developed in the framework of the UNEP/MAP.

WHEREAS both parties, the UNEP/MAP – Barcelona Convention with its legal, policy-setting and technical responsibilities and UfMS, with its inter-ministerial political structure and mandate to work as the focal point for multi-source funding of projects in the framework of the UfM, are complementary and share common objectives with regard to the reduction/elimination of pollution as well as promoting sustainable development, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MoU”) with the aim at enhancing impact and increasing synergies and developing their cooperation and effectiveness to achieve common objectives in the field of the protection of marine and coastal environment and sustainable development in the Mediterranean;

THE PARTIES, HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Clause 1
Purpose**

1. The purpose of this MoU is to provide a framework of cooperation between the Parties to further their shared goals and objectives in regard to reduction/elimination of pollution of Mediterranean coastal and marine waters, protection of biodiversity and ecosystems ; maritime traffic and safety and other fields related to sustainable development and particularly integrated coastal zone management, urban development, as well as sustainable use of water, renewable energy and energy efficiency, in their fields of competence.
2. This MoU seeks to further harmonize the activities of the Parties, take advantage of their expert, high level and ministerial meetings to mutually support their respective initiatives and processes, optimize the use of resources and avoid duplication, while ensuring the complementarity in the actions taken, in order to increase the value added of the final outcome.

Clause 2 Scope

1. The Parties shall work together, to the extent possible, within the remit of their objective mandate, for the implementation of the activities undertaken pursuant this MoU. The areas of cooperation for this MoU are defined in Clause 1(1).
2. Areas of cooperation are agreed jointly in accordance with the clauses of this MoU and its Annex to enable the Parties to respond to current and newly emerging issues in the realm of the shared goals and objectives as stated in Clause 1(1) in accordance with the decisions of the governing bodies of the Parties. Annex 1 enumerates an indicative list of activities that are envisaged in each area of cooperation as a basis for organizational arrangements of clause 3.
3. The areas of cooperation will be revised as appropriate, to be in line with those decisions of the governing bodies of the Parties that might have a bearing on their respective mandates.
4. Specific activities will be identified and carried out on the basis of a separate legal instrument pursuant to Clause 3(4). In identifying specific areas of cooperation due regard will be given to both Parties' geographic coverage, capacity for implementation and experience in the related field.

Clause 3 Organizational arrangements pertaining to the Cooperation

1. The Parties shall hold bilateral consultations on matters of common interest, whenever deemed appropriate by both parties, in accordance with an agenda agreed in advance by them, aiming also at the development/review of their joint activities. So as to clarify, update and follow-up the implementation of some of the activities listed in Annex 1, the following three items should be examined at the occasion of regular consultations:
 - a) review progress in the work by the Parties in implementing the MoU;
 - b) technical and operational issues related to furthering the objectives of the MoU; and,
 - c) identify future actions and responsibilities, to ensure efficient planning for the implementation of the MoU.
 - d)
2. Both Parties shall identify one overall focal point within their internal organizational structure to coordinate cooperation, monitor joint activities and be informed of progress and exchanges at expert level. In addition, the Parties shall encourage bilateral meetings at desk-to-desk level and set up on an ad hoc basis as deemed necessary by them to address priority matters related to the areas of cooperation under this MoU for the implementation of activities in specific areas, countries and regions and to develop and monitor collaborative actions. The Parties will also consider the possibility of joint activities such as conferences, missions, etc.
3. Where the Parties convene a meeting at which policy matters related to this MoU will be discussed, the Parties will, as appropriate, invite each other as observers.
4. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute separate legal instruments in writing and signed by the authorized representatives of the Parties, appropriate for the implementation of such initiatives.

Clause 4 Fundraising

1. Within the remit of areas of cooperation set in Clause 1(1), collaboration between UNEP/MAP and the UfMS may, upon written agreement of the Parties as stated in clause 3(4), be carried out, as appropriate and on an ad hoc basis, through joint elaboration, fundraising for and implementation of projects on specific issues of common interest.
2. Neither Party shall engage in fund raising with third parties for activities to be carried out within the framework of this MoU in the name of or on behalf of the other.
3. Nothing under this MoU imposes financial or contractual obligations upon either Party. If the Parties mutually agree to allocate specific funds to facilitate an activity undertaken pursuant to this MoU, such an agreement will be reflected in writing and signed by the Parties as stated in Clause 3(4). In particular, for the implementation of joint activities within the framework of this MoU that might involve payment of funds, a specific separate legal instrument will be entered into, as appropriate, taking into account those relevant administrative and financial rules and procedures applicable to the Parties.

Clause 5 Project labeling and replication

The Parties shall endeavor to work jointly towards:

1. Identifying, within the countries that have signed the Barcelona Convention (being also members of the UfM), projects that could meet the UfM requirements for labeling;
2. Identifying on-going actions or partners which could join other promoters in the phase before labeling and carry out activities which will support promoters in implementing the labeled projects. This could come in the form of exchanging information and/or participating in events or meetings organized by UNEP MAP-BC or UfMS;
3. Supporting the replication of successful projects, undertaken by UNEP/MAP-Barcelona Convention or other actors, in other Mediterranean countries,
4. Enhancing visibility and raise awareness about the Barcelona Convention activities and initiatives among UfM political and technical bodies that participate in the labeling process and about UfM priority projects or objectives which contribute to the Barcelona Convention among the UNEP/MAP-BC national focal points, as well as through each other specific programmes or projects, participating in advisory working groups or Steering Committees, as need be.
5. All projects submitted for labeling, implementation or replication which originates from the policy, management or technical activities of the other Party should clearly identify the Party from which the project or initiative originates.

Clause 6 Status of personnel

1. For the purpose of implementation of this MoU, no agents, sub-contractors or employees of one of the Parties shall be considered in any way as agents or staff members of the other Party. Each of the Parties shall not be liable for the acts or omissions of the other Party or its personnel/persons performing services on behalf of it.
2. The Parties are not being responsible for any salaries, wages, insurance or other benefits due or payable to the other Party's personnel. Moreover the other Party shall be solely responsible for all such salaries, wages, insurance and benefits, including without limitation, any severance or termination payments to such personnel. The Parties shall entertain no claims and have no liability whatsoever in respect thereof.

Clause 7 Dispute settlement

1. In the event a dispute or controversy arises out of, or in connection with this MoU, the Parties shall use their best efforts to promptly settle through direct and amicable negotiations such dispute or controversy or claim arising out of or in connection with this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim of the measures which should be taken to rectify it, shall be resolved through consultation between the executive Heads of the Parties.

Clause 8 Official emblems and logos

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.
2. In no event will authorization of the Parties name or emblem, or any abbreviation thereof, be granted for Commercial purposes.

Clause 9 Intellectual Property Rights

1. The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant to Clause 3(4) of this MOU.

Clause 10 Confidentiality

1. The handling of information will be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or

confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third party, and will not require prior authorization.

3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations will be deemed to be a legal entity under common control.

Clause 11 Notification and Amendments

1. Any communication addressed to either Party in connection with this MoU shall be in writing and shall be sent to the following addresses:

For UNEP/MAP

UNEP/MAP – Barcelona Convention Secretariat
48, Vassileos Konstantinou Avenue
Athens 11635, Greece

For the UfMS

Secretariat of the Union for the Mediterranean
Palacio de Pedralbes - C/ Pere Duran Farell, 11
08034 Barcelona
Spain

2. Each Party shall notify the other in writing, within 3 months of any proposed or actual changes that it deems necessary for this MoU.
3. Upon receipt of such notification, the Parties shall consult each other with a view of reaching an agreement on any actual or proposed change(s) suggested in accordance with Clause 11 (2).
4. This MoU may be amended only by mutual agreement of the Parties reflected in writing, which shall be considered as an integral part of this MoU.

Clause 12 Interpretation

1. The Annex to this MoU will be considered part of this MoU. Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU including the Annex hereto, as varied or amended in accordance with the clauses of this MoU.
2. This MoU represents the broad understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MoU.

Clause 13 Termination

1. Either Party may terminate this MoU by giving three months' prior written notice to the other Party. It shall cease to exist in three (3) months following notification of

the termination of this MoU. In that event, the Parties will agree on measures required for the orderly conclusion of any ongoing activities.

2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective.
3. Any termination of [or withdrawal from] the MoU will be without prejudice to (a) the orderly completion of any ongoing activity and (b) any other rights and obligations of the Parties defined under article 3 accrued prior to the date of termination [or of its withdrawal] under this MOU or any other provision of a specific legal instrument executed pursuant to this MoU.

Clause 14 Duration

This MoU will be effective upon the last date of signature of the authorized representatives and remain in force three years from this date. Such term might be extended by written agreement among the Parties, subject to such evaluations the Parties deem appropriate and by mutual agreement among the Parties, unless terminated in accordance with Clause 13 above.

This MoU is signed in two (2) original copies in English equally authentic.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For UNEP, on behalf of the Secretariat of the
UNEP/MAP**

For the UfMS

Name: Maria Luisa Silva Mejias
Title: Executive Secretary and Coordinator
Date: _____

Name: Fathallah Sijilmassi
Title: Secretary General
Date: _____

Annex 1: Indicative List of Activities relating to the envisaged areas of cooperation within the Framework of this MoU

1. Pollution reduction of Mediterranean coastal and marine waters

1.1 Cooperate in updating the de-pollution National Action Plans and indicators, which will display a more precise picture of achievements of H2020 initiative and future steps and jointly develop a strategic vision of the priority projects needed to achieve the de-pollution of the Mediterranean in addition to H2020 portfolio;

- Collaborate in supporting capacity building initiatives and activities to countries with regard to de-polluting projects formulation and implementation and promoting best results/practices dissemination and replication.
- Cooperate in supporting countries of the Mediterranean to assess the status of implementation and or update the list of priority de-polluting projects in the investment portfolio of the NAPs and or any other national respective strategic policy documents; Cooperate in establishing a sustainable joint monitoring system and follow up of the status of funding and implementation of investment projects related to pollution control and reduction in the Mediterranean and their concrete impacts on the ground.
- Exchange on a regular basis data and information on the list of the above mentioned projects funded or likely to be funded according to technical reporting modalities agreed between both parties

1.2 Identify ongoing actions or partners, which could join other promoters activities and receive their contribution to help the promoters implementing projects of regional interest, such as integrated depollution priority projects tackling pollution hot spots, leading to possible projects towards UfM labeling and UNEP/MAP support;

2. Marine and Coastal Ecosystems and Biodiversity Protection in the Mediterranean region

2.1 Cooperate in supporting implementation of regional and national measures which the Mediterranean countries have identified as a priority to advance implementation of the 11 Ecological Objectives of the Ecosystem Approach to human activities in the Mediterranean under the Barcelona Convention;

2.2 Cooperate in supporting capacity building initiatives and activities for the

creation and management of priority Marine Protected Areas and National Action Plans for the Conservation of Endangered Species and Vulnerable Habitats;

3. Maritime Traffic:

3.1 Cooperate in the field of prevention of pollution from ships, specifically in the implementation of the Regional Strategy for Prevention of and Response to Marine Pollution from Ships, through identification and implementation of projects.

3.2 Promotion of studies and projects in maritime infrastructure aimed at realizing a network of Marine Highways in the Mediterranean Sea, which answers to the constant increase in shipping activity and achieve the objective to protect the marine environment in the Mediterranean region by making the region safer for ships to navigate in, thereby avoiding accidents that can lead to, amongst other things, marine pollution. The maritime infrastructure projects could include, among others, the realization of Traffic Separation Scheme (TSS), navigational aids and other information systems, such as coastal VTMS, and will be the natural complement of other projects such as the Motorways of the Sea which are privileged port to port connections in order to facilitate trade.

4. Other fields related to Sustainable Development, including Integrated Coastal Zone Management (ICZM), Sustainable Consumption or Production (SCP), Urban Development, Renewable Energy and Energy Efficiency:

4.1 Contribute to the updating the Mediterranean Strategy on Sustainable Development (MSSD) and reviewing its indicators.

4.2 in the field of ICZM and Urban Development :

- Cooperate to promote ICZM as a tool for reaching sustainable development in the Mediterranean coastal zones, and in particular to implement the Action Plan related to the ICZM Protocol adopted by the Mediterranean States under the Barcelona Convention;
- Cooperate to conclude and make operational, the UFM Guidance framework for sustainable Euro-Mediterranean cities and territories for decision-makers and practitioners;
- Develop a set of recommendations on how to shape urban development by enabling a shared perspective in urban and territorial strategies, taking into consideration the Barcelona Convention and its protocols, particularly for the implementation of the ICZM Protocol and

Action Plan;

4.3 in the field of energy:

- Cooperate on methodologies, studies, analysis and economic evaluations to develop and implement the UfM Mediterranean Solar Plan;
- Promote the MSP (following UfM political endorsement) as a major regional sectorial climate change mitigation initiative and take full advantage of available carbon finance tools to support renewable energy and energy efficiency projects in the Mediterranean area.
- Take into account the MSP process in updating and implementing the Mediterranean Strategy on Sustainable Development

4.4 In the field of Sustainable Consumption and Production (SCP):

- Cooperate in the implementation of the commitments that the Mediterranean countries undertake under the Barcelona Convention to implement common regional priorities to shift to Sustainable Consumption and Production
- Cooperate in the support to Mediterranean countries in mainstreaming SCP in their national development policies

Annex VI
Draft Revised Terms of Reference of the Bureau of the Contracting Parties

DRAFT REVISED
TERMS OF REFERENCE OF THE BUREAU OF THE CONTRACTING PARTIES

Composition and tenure

Article I

1. The Bureau of the Contracting Parties shall be composed of representatives of six Contracting Parties elected by the Ordinary Meetings of the Contracting Parties to the Convention for the Protection of the Mediterranean Sea against pollution and its related Protocols.

Article II

2. The members of the Bureau shall serve as the President, the four Vice-Presidents and the Rapporteur. The President, or in his/her absence (temporary or permanent) one of the Vice-Presidents designated by him/her, shall serve as President of the Bureau. The Coordinator shall assist the Bureau in its work and shall sit ex-officio on the Bureau. Each Bureau member may be accompanied by an advisor/s. The representative of the hosting country of the Contracting Parties Meeting will act as President of the Bureau until the next Contracting Parties Meeting. In electing the Vice-Presidents, the Contracting Parties will seek to ensure rotation amongst the Contracting Parties and an equitable distribution of members from the three groups of Parties to the Barcelona Convention (2 from each group). A delegate representing the country that is going to host the next meeting of the COP shall be one of the members of the Bureau.

Article III

3. Contracting Parties represented on the Bureau in accordance with Article 1 shall hold office until the election of the new Bureau at the next Ordinary Meeting of the Contracting Parties. Out of the six members, one or two members may be re-elected for one further consecutive term in order to ensure continuity.

Article IV

4. The Bureau shall meet at least twice a year for a two or three day period, in regular meetings and in extraordinary meetings, upon one month's notice, as may be necessary for the efficient discharge of its duties upon the summons of its President or upon request by one of its members. Unless decided differently, it shall hold its meetings at the Headquarters of the Coordinating Unit.

Organizational matters

Article V

5. The Coordinating Unit shall, in consultation with the President of the Bureau, prepare the draft Agenda for each Bureau meeting, which can be completed or

amended by the members of the Bureau, giving adequate advance notice to that effect.

6. Once finalized the Agenda of the Bureau will be shared with all Contracting Parties

Article VI

7. The Coordinating Unit shall prepare the documents needed for the discussion of the various agenda items. These documents shall be sent two weeks before the meeting and shall include as a minimum the following:
 - draft agenda;
 - status of contributions and letters requesting payment or reminders, as appropriate;
 - status of funds committed;
 - progress reports of the Coordinating Unit and the MAP Components on activities carried out;
 - recommendations on specific questions;
 - identification of the main international and national events contributing to a better knowledge of environmental development and of sustainable development in the region and which may provide a sounder basis for decision making.

Article VII

8. The reports of the Meetings of the Bureau consist of conclusions and recommendations of the Bureau meetings drafted by the Rapporteur with the support of the Coordinating Unit, adopted in session and shall be distributed as soon as possible, but no later than two months after the meeting, to the focal points of the Contracting Parties.

Observers

Article VIII

9. The Bureau may invite any Contracting Party(ies) which so requests to participate as an observer in its deliberations on any matter of particular concern to that Party(ies). Those who wish to participate as observers should send a written request to the President of the Bureau and the Secretariat not later than two weeks prior to the meeting. The observers should cover their own expenses.

General Mandate

Article IX

10. The Bureau provides policy and administrative guidance and advice to the Secretariat on the implementation of the Barcelona Convention and its Protocols in the period between regular meetings and Conferences of Parties. The Bureau shall:

- a) Review the progress in the implementation of the Action Plan, the Convention and its related Protocols;
- b) Monitor the implementation of the decisions and orientation established by the meetings of the Contracting Parties and supervise the implementation of MAP's programme of work;
- c) Monitor, on behalf of the Parties, the execution of the secretariat's budget within the framework of available resources and priorities;
- d) Carry out, between one meeting of the Conference of the Parties and the next, such interim activities on behalf of the Conference of the Parties as may be necessary to execute the decisions of the Conference;
- e) Provide guidance and advice to the Secretariat on the implementation of the Convention on the preparation of meetings, and on any other matters brought to it by the secretariat;
- f) Make recommendations, as appropriate, for consideration at the next meeting of the Conference of the Parties;
- g) Perform any other function as may be entrusted to it by the Conference of the Parties; and,
- h) Submit at each ordinary meeting of the Conference of the Parties a report on its work since the previous ordinary meeting.

Programme of Work and Budget

Article X

11. The Bureau shall provide guidance to the Secretariat on the preparation of the draft work programme and budget proposals for the next biennium including on the indicative planning figure which would have been prepared by the Coordinating Unit in line with MAP's planning processes. The Executive Director of UNEP shall transmit the Bureau's comments and recommendations to the meetings of the Contracting Parties, having regard to the general interest and priorities of the Mediterranean Action Plan.

External Relations

Article XI

12. The Bureau may, in periods between the meetings of the Contracting Parties, review the relations with similar regional Action Plans, International financial institutions and programmes and relevant Intergovernmental and Non-Governmental Organizations. In cooperation with the Coordinating Unit, the Bureau may submit to the meetings of the Contracting Parties policy proposals concerning such a relationship.

Emergency Situations

Article XII

13. The Bureau shall decide, during its meetings or through correspondence with the

Coordinating Unit, on response of the Mediterranean Action Plan, in case of emergency situations not covered by the Emergency Protocol and shall take emergency measures within the functions and financial resources of the Mediterranean Action Plan to deal with events requiring immediate action

Annex VII
Model COP 18 Invitation Letter and Provisional Agenda



UNITED NATIONS ENVIRONMENT PROGRAMME

Programme des Nations Unies pour l'environnement Programa de las Naciones Unidas para el Medio Ambiente
Программа Организации Объединенных Наций по окружающей среде برنامج الأمم المتحدة للبيئة
联合国环境规划署



Reference: DEPI/EO/MAP-BC/MLS/yo/ic

23 May 2013

Excellency,

In accordance with rule 5 of the rules of procedures for meetings and conferences of the Contracting Parties to the Convention for the Protection of Marine Environment and the Coastal Region of the Mediterranean and its Protocols, I have the honour to notify you that the 18th Meeting of the Contracting Parties to the Barcelona Convention and its Protocols will be held in Istanbul, Turkey from 3 to 6 December 2013.

At the 18th Meeting, the Contracting Parties will hold consultations at ministerial level on emerging policy issues. Detailed information on the ministerial consultations, related meetings and events will be sent to you at a later stage. In addition, the meeting will review the progress achieved during the current 2012-2013 biennium and decide on future actions and programmatic decisions of significance to keep the UNEP/Mediterranean Action Plan relevant and action oriented to improve the marine and coastal environment and promote sustainable development in the Mediterranean region.

I have the honour to invite your Government to nominate representatives to attend the meeting. In stressing the significance of your Government's participation at the forthcoming Contracting Parties meeting, it is my sincere hope that delegations are led at the ministerial or equivalent level.

The rules of procedure for the meetings provide that the credentials of representatives and names of alternate representatives and advisers shall be submitted by the Contracting Parties to the Executive Director before the opening session of the meeting. It would be greatly appreciated if the credentials of your representatives could be submitted to Ms. Maria Luisa Silva Mejias, Executive Secretary and Coordinator of the Mediterranean Action Plan – Barcelona Convention Secretariat, Vassileos Konstantinou Avenue, P.O.Box 18019, 11610 Athens, Greece with a copy to my office at UNEP Headquarters Nairobi, Kenya.

H.E. the Minister of Environment

Executive Office

P. O. Box 30552, Nairobi, Kenya • Tel: (254 20) 762 3386/3416/ 3652 • Fax: (254 20) 762 4275 / 4608 • E-mail: executiveoffice@unep.org

www.unep.org



UNITED NATIONS ENVIRONMENT PROGRAMME

Programme des Nations Unies pour l'environnement Programa de las Naciones Unidas para el Medio Ambiente
Программа Организации Объединенных Наций по окружающей среде برنامج الأمم المتحدة للبيئة
联合国环境规划署



-2-

I am pleased to attach the provisional agenda for the meeting. The working documents of the meeting, when ready in four official languages, will be distributed as per rules of procedures and placed on UNEP/MAP website: www.unepmap.org for downloading.

I am confident that your Government attaches great importance to the 18th Meeting of the Contracting Parties which will constitute further progress in the Mediterranean Action Plan and the Barcelona Convention.

Please accept, Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, reading "Achim Steiner".

Achim Steiner
Executive Director

Executive Office

P. O. Box 30552, Nairobi, Kenya • Tel: (254 20) 762 3386/3416/ 3652 • Fax: (254 20) 762 4275 / 4608 • E-mail: executiveoffice@unep.org

www.unep.org



United Nations Environment Programme

EP



UNEP(DEC)/MED IG.21/1
23 May 2013

ENGLISH



MEDITERRANEAN ACTION PLAN

18th Ordinary Meeting of the Contracting Parties to
the Convention for the Protection of the Marine Environment
and the Coastal Region of the Mediterranean
and its Protocols

Istanbul (Turkey), 3-6 December 2013

PROVISIONAL AGENDA

1. Opening of the meeting
2. Organizational matters:
 - 2.1 Rules of procedure
 - 2.2 Election of officers
 - 2.3 Adoption of the agenda
 - 2.4 Organization of work
 - 2.5 Credentials
3. Decisions
4. Ministerial discussions
5. Date and place of the 19th Ordinary Meeting of the Contracting Parties in 2015
6. Other business
7. Adoption of the report
8. Closure of the meeting

Annex VIII
POW (2012-2013) Gaps, New and Emerging Issues

Theme I: Governance

Output 1.1. Strengthening Institutional Coherence, efficiency and accountability

Gaps to reach 5Y- Programme of Work Targets

- Management of horizontal themes and emerging legal issues requires additional capacities.
- Internal coordination and coherence among MAP components requires additional efforts including on communications, use of logos etc.
- External evaluation of 5 Year Programme of Work to be conducted.

To consider

- Implementation of Extended Functional Review requires significant transformation and effort during next biennium.
- Systematic fundraising needed to scale-up implementation of PoW.
- Dedicated capacities and resources required to operationalize cooperation agreements with international and regional organizations/initiatives.
- Internal work plan for sustainable events to ensure all MAP events are organized according to sustainable criteria needed.

Emerging new issues for new biennial PoW

- Alignment of the integrated strategic planning cycle with targets set by other International Conventions processes, SDG process and EcAp

Output 1.2 Implementation gap filled: Contracting Parties supported in meeting the objectives of BC, protocols and adopted strategies

Gaps to reach 5Y- Programme of Work Targets

- Revision and Updating of the Regional Strategy for Prevention of and Response to Marine Pollution from Ships to be undertaken
- MSSD Revision in light of RIO+20 and the Sustainable Development Goals (SDGs)
- Implementation of the Regional Action Plan on Marine Litter
- Facilitate the countries implementation of the sub-regional plan for combating illegal trans-boundary movements of hazardous waste
- Develop the Regional Framework for ICZM
- Strengthen national systems of inspection to assess compliance
- Not much progress in the implementation of liability and compensation guidelines

To consider

- Finalizing the revision of SAP MED and SAP BIO and other relevant strategies as programme of measures under the EcAp of the Barcelona Convention.
- Measures to accelerate the ratification of Barcelona Convention and its Protocols and their legal application needed.
- Functioning of compliance mechanisms progressing, legal advice and awareness raising as well as ICZM Protocol reporting procedures needed.
- Offshore Protocol Action Plan completion a priority in light of Protocol's entry into force.

Emerging new issues for new biennial PoW

Ecosystem Approach Implementation (Closing Of Cycle)

- Develop integrated monitoring programme as a priority and an assessment of capacity building and technical assistance needs for its implementation
- Developing information system in support of EcAp implementation
- Complete in-depth socio-economic analysis
- Testing of targets and indicators in at least a sub-region.

Output 1.3 Knowledge and information effectively managed and communicated

Gaps to reach 5Y- Programme of Work Targets

- Upgrade system and components' information System (including website) and decision support tools.
- Target media outreach
- Updating of Mediterranean maritime traffic flow information and benchmarking the traffic flows trends with previous trends.

To consider

- There has been little progress on information systems, web page and ICT infrastructure of UNEP MAP. A priority in the future so as to increase visibility of the State of the Mediterranean Environment and UNEP/MAP and establish a paper-free UNEP MAP

Emerging new issues for new biennial PoW

- Use of on-line tools for wider consultation processes

Theme II: Integrated Coastal Zone Management (ICZM)

Output 2.1 Coastal zone management achieves effective balance between development and protection (sustainable development of coastal zone)

Gaps to reach 5Y- Programme of Work Targets

- Preparation of an updated version of the ICZM Guidelines according to the ICZM Protocol.
- Ranking of ports to be equipped in priority with port reception facilities established.
- Pending national ICZM Strategy in Albania and Syria.
- Carrying capacity studies.
- Initiation of CAMP France and CAMP Italy.
- Finalized screening of national legislative frameworks with regard to the ICZM Protocol to be in France and Lebanon.

To consider

- Priority actions as agreed in ICZM Action Plan need to be carried out. In particular:
 - ICZM Governance Platform development and improvement;
 - Development of national strategies for ICZM;
 - ICZM Guidelines preparation and test at national and local level;
 - Creation of mechanisms for addressing linkages between ICZM and Maritime spatial planning; and,
 - Need for external evaluation of impacts of CAMPs to scale-up Coastal Zone Plans in line with the Protocol.
- A Mediterranean Port Reception Facilities Regional Forum and capacity building to facilitate exchanges between ship-owners, port authorities and other interested parties needs so as to address the issue of lack or inadequate port reception facilities in a practical manner.

Theme III: Biodiversity

Output 3.1 Ecosystem services provided by the marine and coastal environment identified and valued

Gaps to reach 5Y- Programme of Work Targets

- Valuation of the Ecosystems services Regional Report and 5 Case studies on SPAs to be published.
- Integrating Ecosystems Services in SAPBIO and national strategies for biodiversity.
- Develop case studies regarding services provided by marine and coastal ecosystems.

To consider

- There has been little progress in this area.
- Regional activities required for Ecosystems Valuation work to be continued in the context of the EcAp Socio-economic Assessment.
- Capacity building to explain ecosystems valuation methodologies and training of trainers needed.

Output 3.2 Biodiversity conservation and sustainable use (strategic vision, new objectives in the post 2010 context, including fisheries, ballast, non-indigenous species), endangered and threatened species

Gaps to reach 5Y- Programme of Work Targets

- Enhanced follow up the status of endangered species with a view to proposing legal measures for their protection.
- Valuation of the 8 existing APs related to threatened species and proposing revisions in line with the CBD and EcAp (revised SAP BIO).
- Evaluation of interaction between Fishing/Aquaculture and consideration of threatened species.
- Further technical assistance in the field of ballast water management.

To consider

- More systematic and catalytic action on capacity building and awareness raising on conservation of endangered species within the implementation of regional action plans.
- Evaluation of success of training programs.
- Enhance scientific baseline.
- Development of a web based Regional Ballast Water Information Exchange System and public awareness activities on ships' ballast water and invasive aquatic species issues.

Emerging new issues for new biennial PoW

- GFCM agreement operationalization – improving coherence between SPAMIs and Fisheries Protected Areas, aquaculture, and rationalization of processes leading to species lists in Annexes to SPA/BD Protocol with the scientific lists of GFCM.
- Maps and inventories of key habitats to be completed

Output 3.3 Network of Marine and Coastal Protected Areas (MPAs), including Areas Beyond National Jurisdiction (ABNJ), extended, strengthened and effectively managed

Gaps to reach 5Y- Programme of Work Targets

- Pursue the assistance to countries in terms of Marine and Coastal Protected Areas inception, planning, zoning and development
- Put more emphasis on Marine and Coastal Protected Areas network connectivity and ecological representativeness issues, at national and sub-regional levels
- Preparation of new SPAMI proposals for identified areas, as appropriate

To consider

- As political changes may influence the built capacities, investments should be on systems, rather than individuals. Cases of successful implementations with a replication potential are strong capacity building tools
- Initiating a networking and collaboration process among the declared SPAMIs (SPAMI List), with special emphasis on science-based high quality evaluations and wider dissemination of information.
- SPAMI concept still unknown and few on the list. Strengthening of processes and communication recommended in line with the 20 evaluations planned for next biennium

Theme IV: Pollution Prevention and Control

Output 4.1 Early warning of pollution (spills, dangerous/hazardous substances)

Gaps to reach 5Y- Programme of Work Targets

- National and sub-regional capacities to respond to a spill and reliable regional assistance system insufficiently progressed and should remain as a priority.
- Enforcement of national and sub-regional Contingency Plans requires further assistance.
- Maintain REMPEC's participation in Alert Exercises.
- Updated list of potential pollution sensitive areas and hot spots.
- Development and/or revision of national marine pollution contingency plans for Libya and Lebanon, and assistance for the development of a national response system for Hazardous Noxious Substances (HNS) for Egypt.
- Many parties not providing data and quality of data uneven.

To consider

- Provision of monitoring data needs to be scaled-up.
- Challenges in data collection, assessments.
- Scientific baseline studies to identify emerging pollutants should be supported and ensured through cooperation and partnerships.
- Tracking trends in pollution inputs and levels, as well as monitoring network of sources, levels and trends of pollution together with development, revision and update of indicators should continue.

Emerging new issues for new biennial PoW

- Technical assistance activities related to the implementation of the Offshore Protocol.

Output 4.2 Lower levels of pollution in the Mediterranean marine and coastal environments

Gaps to reach 5Y- Programme of Work Targets

- The preparation for launching the 2013 pollutant national budget reporting process started in cooperation of MED POL and INFO RAC.
- Countries' needs to implement pollution reduction actions listed in the NAPs through policy reforms and capacity building exceed MAP.
- Extending assistance to Pollutant Release and Transfer Mechanism (PRTR) in all Mediterranean countries needed.
- Transfer of technology and policy reforms in relation to the food sector and POPs control.
- Technical Assistance to countries for the sound management of waste such as luboils, batteries, E-waste, PCBs, Chromium, BOD from tanneries, metals from fertilizers industry to increase.
- Improving and upgrading the performance of waste water treatment plants, for reducing land-based pollution to be scaled up.

To consider

- Technical Assistance for sound management of waste to be scaled up.
- Support the establishment of a Mediterranean Network of MARPOL Annex I enforcement officials and organize related activities such as joint surveillance operations.
- NAPs revision and scaling up implementation of measures needed.
- Marine Litter Regional Plan implementation.

Theme V: Sustainable consumption and production (SCP)

Output 5.1 Drivers affecting ecosystems addressed: economic activities, patterns of consumption, infrastructure and spatial development more sustainable

Gaps to reach 5Y- Programme of Work Targets

- Identify favorable conditions for sustainable tourism (implementation of a Charter and/or label for sustainable tourism).
- Water management - A regional synthesis report on WDM economic approach and tools, based on the case studies (Croatia, Jordan, Morocco and Tunisia); identifying best practices in terms of non-conventional water resources contribution to 4th Regional Forum on Water Demand Management (WDM) (Plan Bleu)
- Sustainable transport modes outlook studies and promotion of alternative development scenario which favours

To consider

- Little action on indicative activities on drivers. Output design was too ambitious.
- Growing priority of Sustainable Consumption and Production (SCP) to be reflected in future MAP actions not only by awareness raising but also by policy development on priority sectors. A roadmap to develop such a policy could be considered by Parties.
- Increasing country demands on building an enabling environment to support creation of green entrepreneurship and green employment.

Theme VI: Climate change

Output 6.1 Mediterranean region able to face climate change challenges through a better understanding of potential impacts and ecological vulnerabilities

Gaps to reach 5Y- Programme of Work Targets

- Assessment of indicators of climate change impact on biodiversity in specially protected areas
- On coastal zone, development of indicators for assessing the impact of climate change, elaboration of adaptation scenarios for the most sensitive areas will start in 2013 (Plan Bleu)
- Regional analyses of sea-level rise and storm surges, changes in water characteristics and marine acidification, with special focus on river deltas and identification of vulnerable areas/hotspots will start in 2013 (Plan Bleu)

Emerging new issues for new biennial PoW

- Work needed on restoration and rehabilitation of degraded wetlands and lagoons as demonstration of climate change resilience measures
- Information and knowledge requirements addressed in partnership with relevant actors

Output 6.2 Reduced socio-economic vulnerability

Gaps to reach 5Y- Programme of Work Targets

- Climate Change Adaptation Regional Strategy to be finalized
- Analysis of socio-economic impact of CC (focused on coastal zone and maritime activities)
- Platform on climate change adaptation across the Mediterranean to be developed.
- Support integration of climate change adaptation measures into ICZM/coastal strategies, plans and programmes.
- Assist in the process of declaring the Mediterranean sea area as an Emissions Controlled Area (ECA) and to promote other agreed tools to mitigate emissions from ships (the package of IMO measures for addressing GHG)

To consider

- Further definition of actions to address socio-economic impacts to climate change adaptation needed
- Guidance from Parties regarding mitigation activities needed

Output 6.3 Assess and provide information to reduce adverse environmental impacts of mitigation and adaptation strategies & technologies (e.g. Wind farms, ocean energy, carbon capture and storage)

Gaps to reach 5Y- Programme of Work Targets

- Parties consideration of carbon capture and sequestration (CCS) feasibility in the Mediterranean, legal and environmental implications
- Additional activities to determine coast and marine physical alteration due to adaptation/mitigation strategies and technologies
- Continue work on integration of environmentally sound desalination and waste water re-use.

Annex IX
Amendments to the rules of procedure of the Compliance Committee

NOTE: the amendments *are in bold type and underlined in the text*,

Proposed amended rules of procedure of the Compliance Committee under the Barcelona Convention and its protocols

Purposes

Rule 1

Within the framework of the implementation of the procedures and mechanisms on compliance under the Barcelona Convention and its Protocols, hereinafter called "compliance procedures and mechanisms", contained in the annex to decision IG 17/2 on compliance procedures and mechanisms, hereinafter called decision IG 17/2, as adopted by the 15th Meeting of the Contracting Parties, these rules of procedure shall apply to any meeting of the Compliance Committee, hereinafter called "the Committee", under the Convention and its related Protocols.

Rule 2

The Rules of Procedure for Meetings and Conferences of the Contracting Parties to the Barcelona Convention and its related Protocols shall apply mutatis mutandis to any meeting **of the** Committee unless otherwise stipulated in the rules set out herein and in decision IG 17/2, and provided that rules 18 and 19 on representation and credentials of the Rules of Procedure for Meetings and Conferences of the Contracting Parties do not apply.

Definitions

Rule 3

For the purposes of these rules:

1. "Convention and its related Protocols" means the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) adopted in 1976 and amended in 1995 and its related Protocols: Protocol Concerning Cooperation in Combating Pollution of the Mediterranean Sea by Oil and other Harmful Substances in Cases of Emergency (Emergency Protocol), Barcelona, 1976; Protocol Concerning Cooperation in Preventing Pollution from Ships and, in Cases of Emergency, Combating Pollution of the Mediterranean Sea (Prevention and Emergency Protocol), Malta, 2002; Protocol for the Prevention of Pollution in the Mediterranean Sea by Dumping from Ships and Aircraft (Dumping Protocol), Barcelona, 1976; amendments to the Dumping Protocol, recorded as Protocol for the Prevention and Elimination of Pollution in the Mediterranean Sea by Dumping from Ships and Aircraft or Incineration at Sea, Barcelona, 1995; Protocol for the Protection of the Mediterranean Sea against Pollution from Land-Based Sources (LBS Protocol), Athens,

1980; amendments to the LBS Protocol, recorded as Protocol for the Protection of the Mediterranean Sea against Pollution from Land-Based Sources and Activities, Syracuse, 1996; Protocol concerning Mediterranean Specially Protected Areas (SPA Protocol), Geneva, 1982; Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA and Biodiversity Protocol), Barcelona, 1995; Protocol for the Protection of the Mediterranean Sea against Pollution Resulting from Exploration and Exploitation of the Continental Shelf and the Seabed and its Subsoil (Offshore Protocol), Madrid, 1994; Protocol on the Prevention of Pollution of the Mediterranean Sea by Transboundary Movements of Hazardous Wastes and their Disposal (Hazardous Wastes Protocol), Izmir, 1996; Protocol on Integrated Coastal Zone Management in the Mediterranean (ICZM Protocol), Madrid, 2008.

2. "Compliance procedures and mechanisms" means the procedures and mechanisms on compliance under the Barcelona Convention and its related Protocols adopted by the 15th Meeting of the Contracting Parties and set out in the annex to decision IG 17/2.

3. "Contracting Parties" means Contracting Parties to the Convention and its related Protocols, including the amended versions, if any, for which the Convention and the related Protocols and their respective amendments are in force.

4. "Party concerned" means a Party in respect of which a question of compliance is raised as set out in section V of the compliance procedures and mechanisms.

5. "Committee" means the Compliance Committee established by section II, paragraph 2, of the compliance procedures and mechanisms and by decision IG 17/2 of the 15th Meeting of the Contracting Parties.

6. "Member" means a member of the Committee elected under section II, paragraph 3, of the compliance procedures and mechanisms.

7. "Alternate member" means an alternate member elected under section II, paragraph 3, of the compliance procedures and mechanisms.

8. "Chairperson" means the Chairperson of the Committee elected in accordance with rule 6 of the present rules of procedure.

9. "Vice-Chairpersons" means the Vice-Chairpersons of the Committee elected in accordance with rule 6 of the present rules of procedure.

10. "Secretariat" means the Coordinating Unit that is designated by the Executive Director of the United Nations Environment Programme (UNEP) **as responsible for** the administration of the Mediterranean Action Plan (MAP), referred to in paragraph 38 of the compliance procedures and mechanisms.

11. "Representative" means a person designated by the Party concerned to represent it during the consideration of a question of non-compliance.

12. "The public" means one or more natural or legal persons and, in accordance with national legislation or practice, their associations, organizations or groups.

13. "Bureau" means the Bureau of the Contracting Parties referred to in article 19 of the Convention.

14. "Observers" means the organizations referred to in article 20 of the Convention and those included in the list of MAP partners as approved by the Meeting of the Contracting Parties.

Place, dates and notice of meetings

Rule 4

1. The Committee shall normally meet ***twice per biennium preferably once a year***. It may decide to hold additional meetings subject to workload requirements arising from submissions by concerned Contracting Parties and referrals by the Secretariat and subject to availability of resources.

2. Unless it decides otherwise, the Committee shall normally meet at the seat of the Coordinating Unit.

3. At each meeting, the Committee ***shall decide in prior consultation with the Secretariat*** on the place, dates and duration of its next meeting.

Rule 5

Notice of Committee meetings shall be sent by the Secretariat to the ***regular*** members and alternate members and any representative, as the case may be, with a copy to the MAP Focal Points of all Contracting Parties, at least three months before the opening of the meeting.

Officers

Rule 6

The Committee shall elect a Chairperson and two Vice-Chairpersons for a term of two years. No officers shall serve for more than two consecutive terms.

Rule 7

1. In addition to exercising the powers conferred upon him or her elsewhere in these rules, the Chairperson shall:

- (a) Preside over the meeting;
- (b) Declare the opening and closure of the meeting;
- (c) Ensure the observance of these rules;
- (d) Accord the right to speak;
- (e) ***Put*** questions to ***the vote*** and announce decisions;
- (f) Rule on any points of order;
- (g) Subject to these rules, have complete control over the proceedings and maintain order.

2. The Chairperson may also propose:
 - (a) The closure of the list of speakers;
 - (b) A limitation on the time to be allowed to speakers and on the number of interventions on an issue;
 - (c) The adjournment or closure of debate on an issue;
 - (d) The suspension or adjournment of the meeting.

Agenda

Rule 8

1. In agreement with the Chairperson, the Secretariat shall draft the provisional agenda for each meeting of the Committee. The agenda of the Committee shall include items arising from its functions as specified in section IV of the compliance procedures and mechanisms and other matters related thereto.
2. The Committee, when adopting its agenda, may decide to add urgent and important items and to delete, defer or amend items.

Rule 9

The provisional agenda and the annotated agenda for each meeting, the draft report of the previous meeting and other working and supporting documents shall be circulated by the Secretariat to **regular** members and alternate members at least six weeks before the opening of **the Committee's** meeting.

Rule 10

1. The term of office of a **regular** member or alternate member shall commence at the end of an ordinary Meeting of the Contracting Parties immediately following his or her election and run until the end of the Meeting of the Contracting Parties two or four years thereafter, as applicable.
2. If a **regular** member or alternate member of the Committee resigns or is otherwise unable to complete his or her term of office, the Party which nominated that **regular** member or alternate member shall nominate a replacement to serve for the remainder of that **regular** member's or alternate member's mandate, subject to endorsement by the Bureau of the Contracting Parties.
3. When a **regular** member or alternate member resigns or is otherwise unable to complete the assigned term, the Committee shall request the Secretariat to start the replacement procedures in order to ensure, in accordance with paragraph 2 above, the election of a new **regular** member or alternate member for the remainder of the term.

Rule 11

1. In accordance with these rules of procedure, **regular** members and alternate members shall be invited to attend Committee meetings.

2. Alternate members are entitled to take part in the proceedings of the Committee without the right to vote. An alternate member may cast a vote only if serving as a **regular** member.
3. During the absence of a **regular** member from all or part of a meeting, his or her alternate shall serve as the **regular** member.
4. When a **regular** member resigns or is otherwise unable to complete the assigned term or the functions of a member, his or her alternate shall serve as a member ad interim.
5. Any other participant in the Committee's meetings shall attend as an observer.

Rule 12

1. Each member of the Committee shall, with respect to any matter that is under consideration by the Committee, avoid direct or indirect conflicts of interest. Any matter that may constitute a conflict of interest shall be **brought** as soon as possible **to the attention** of the Secretariat, which shall forthwith notify the members of the Committee. The concerned member shall not participate in the elaboration and adoption of findings, measures and recommendations of the Committee in relation to such a matter.
2. If the Committee considers that a material violation of the requirements of independence and impartiality expected of a **regular** member or alternate member of the Committee has occurred, it may decide to recommend, through the Secretariat to the Bureau of the Meeting of the Contracting Parties, to revoke the membership of any member or alternate member concerned, after having given the **regular** member or alternate member the opportunity to be heard.
3. All decisions of the Committee taken under this rule shall be noted in the annual report of the Committee to the Meeting of the Contracting Parties.

Rule 13

Each **regular** member or alternate member of the Committee shall take the following written oath:

“I solemnly declare that I shall perform my duties as member of the Committee objectively, independently and impartially, acting in the interest of the Barcelona Convention, and shall not disclose any confidential information coming to my knowledge by reason of my duties in the Committee, and I shall disclose to the Committee any personal interest in any matter submitted to the Committee for consideration which may constitute a conflict of interest.”

Distribution and consideration of information

Rule 14

1. The information received in accordance with paragraphs 18-19 of section V on Procedure shall be distributed by the Secretariat to the **regular** members and alternate members of the Committee.
2. **Any** submission received in accordance with paragraph 18(a) of section V of the compliance procedures and mechanisms shall be transmitted by the Secretariat to the **regular** members of the Committee and their alternates as soon as possible but no later than thirty days of receipt of the submission.
3. A submission received in accordance with paragraph 18(b) of the compliance procedures and mechanisms and any issues raised by the Secretariat as provided for in paragraph 23 of the compliance procedures and mechanisms shall be transmitted by the Secretariat to the **regular** members of the Committee and their alternates as soon as possible but no later than 30 days after the six-month time frames provided for in the above-mentioned paragraphs have expired.
4. Any information to be considered by the Committee shall, as soon as possible but no later than two weeks after receipt, be made available to the Party concerned.

Public access to documents and information

Rule 15

The provisional agenda, reports of meetings, official documents and, subject to rule 14 above and paragraph 30 of section V of the compliance procedures and mechanisms, any other non-confidential information documents shall be made available to the public.

Participation in proceedings of the Committee

Rule 16

1. Unless the Committee or the Party whose compliance is in question decides otherwise, the meetings of the Committee will be open to other Contracting Parties and to observers as provided for under paragraph 13 of the compliance procedures and mechanisms.
2. In accordance with the provisions of paragraphs 18, 27 and 29 of the compliance procedures and mechanisms, the Party concerned is entitled to participate in the Committee's proceedings and make comments thereon. It may furthermore, in accordance with the criteria adopted by the Committee and at the request of the latter, take part in the preparation of its findings, measures and recommendations. The Party concerned shall be given an opportunity to comment in writing on the findings, measures and recommendations of the Committee. Any such comments shall be forwarded with the report of the Committee to the Meeting of the Contracting Parties.
3. The Committee may invite experts to provide **expert** advice through the Secretariat. In that case it shall:
 - (a) Define the question on which expert opinion is sought;

- (b) Identify the expert(s) to be consulted, on the basis of a roster of experts prepared and regularly updated by the Secretariat;
 - (c) Lay down the procedures to be followed.
4. Experts may also be invited by the Committee to be present during the formulation of its findings, measures or recommendations.
5. Secretariat officials may be also invited by the Committee **to attend the Committee's deliberations** in order to assist in the drafting of its findings, measures or recommendations.

Conduct of business

Rule 17

In conformity with rule 11, seven **regular** members of the Committee shall constitute a quorum. For the purpose of the quorum, the replacement of **regular** members by alternates shall take into consideration equitable geographical representation, consistently with the composition of the Committee as set out in the third paragraph of decision IG 17/2.

Rule 18

1. With respect to a notification or document sent by the Secretariat to a Contracting Party, the date of receipt shall be deemed to be the date indicated in a written confirmation from the Party or the date indicated in a written confirmation of receipt by the expedited delivery courier, whichever comes first.
2. With respect to a submission, request or other document intended for the Committee, the date of receipt by the Committee shall be deemed to be the first business day after receipt by the Secretariat.

Rule 19

1. Electronic means of communication may be used by the members of the Committee for the purpose of conducting informal consultations on issues under consideration and decision-making on matters of procedure. Electronic means of communication shall not be used for making decisions on matters of substance related in particular to the preparation of findings, measures and recommendations by the Committee.
2. The Committee may use electronic means **of communication** for the transmission, dissemination and storage of documentation, without prejudice to normal means of circulation of the documentation, as the case may be.

Voting

Rule 20

Each **regular** member of the Committee shall have one vote.

Rule 21

1. The Committee shall make every effort to reach agreement by consensus on its findings, measures and recommendations. If all efforts to reach consensus have been exhausted, the Committee shall as a last resort adopt its findings, measures and recommendations by at least six members present and voting.
2. For the purpose of these rules, “members present and voting” means members present at the session at which voting takes place and casting an affirmative or negative vote. Members **who abstain** from voting shall be considered as not voting.

Secretariat

Rule 22

1. The Secretariat shall make **all necessary** arrangements for meetings of the Committee and provide it with services as required.
2. In addition, **and subject to availability of technical and financial means**, the Secretariat shall perform **any** other function assigned to it by the Committee with respect to the work of the Committee.

Languages

Rule 23

The working languages of the Committee shall be the official languages of the meetings or conferences of the Contracting Parties.

Rule 24

1. The submissions from the Party concerned, the response and the information referred to in section V of the compliance procedures and mechanisms shall be provided in one of the four official languages of the Meetings **of the Conference** of the Contracting Parties to the Convention and its related Protocols. The Secretariat shall make arrangements to translate them into English and/or French if they are submitted in the other official languages of the Meeting of the Contracting Parties to the Convention and its related Protocols.
2. **Any** representative taking part in the Committee proceedings and/or meetings may speak in a language other than the working languages of the Committee if the Party provides for interpretation.
3. Final findings, measures and recommendations shall be made available in all official languages of the Meetings of the Contracting Parties to the Convention and its related Protocols.

General procedures for submissions

Rule 25

The time frame for submissions is as follows:

1. For cases concerning a submission by a **Contracting** Party in respect of its own actual or potential situation of non-compliance: at the latest six (6) weeks before the opening of the ordinary meeting of the Committee.
2. For cases concerning a submission by a **Contracting** Party in respect of another Party's situation of non-compliance: at the latest four (4) months before the opening of the ordinary meeting of the Committee allowing the **Contracting** Party whose compliance is in question at least three months to consider and prepare its response.
3. The time frames for cases concerning a submission by a **Contracting** Party in respect of another **Contracting** Party's situation of non-compliance also apply to issues raised by the Secretariat.
4. All the above time frames are **indicative** and may be extended according to the necessities warranted by the circumstances of the matter at hand and in accordance with the Committee's rules of procedure and due process. In this respect, **Contracting** Parties may submit additional documentation, comments and written observations to be considered by the Committee.

Rule 26

1. A submission by any Contracting Party raising a question of non-compliance with respect to itself shall set out:
 - (a) The name of the Contracting Party making the submission;
 - (b) A statement identifying the question of non-compliance, supported by substantiating information setting out the matter of concern relating to the question of non-compliance;
 - (c) Its legal basis and the relevant provisions of the Barcelona Convention and its related Protocols and decision IG 17/2 that form the basis for raising the question of non-compliance;
 - (d) Any provisions of the decisions of the Meeting of the Contracting Parties and the reports of the Secretariat that are applicable to the question of non-compliance.
2. The submission **shall** also include **the** list of all documents annexed to the submission.

Rule 27

1. A submission by any Contracting Party raising a question of non-compliance with respect to another Party shall set out:
 - (a) The name of the Contracting Party making the submission;
 - (b) A statement identifying the question of non-compliance, supported by substantiating information setting out the matter of concern relating to the question of non-compliance;

- (c) The name of the Party concerned;
- (d) Its legal basis and the relevant provisions of the Barcelona Convention and its related Protocols and decision IG 17/2 that form the basis for raising the question of non-compliance;
- (e) Any provisions of the decisions of the meetings of the Contracting Parties and the reports of the Secretariat that are applicable to the question of non-compliance.

2. The submission should also include the list of all documents annexed to the submission.

Rule 28

The Secretariat shall make the submission and any supporting information, submitted under rule 15 **above**, including any expertise reports, available to the representative designated by the concerned Party.

Rule 29

Within the framework of general procedures for submissions as provided for under rule 26 above, comments and written observations by the Party concerned in accordance with the provisions of section V of the compliance procedures and mechanisms on the Committee's preliminary and final findings, measures and recommendations **shall** include:

- (a) A statement of the position of the Party concerned on the information, findings, measures and recommendations or question of non-compliance under consideration;
- (b) An identification of any information provided by the Party that it requests should not be made available to the public in accordance with paragraph 30 of section V of the compliance procedures and mechanisms;
- (c) A list of all documents annexed to the submission or comment.

Rule 30

1. Any submission, comment and/or written observations under rules 13 and 29 **above** shall be signed by the MAP Focal Point or the representative of the **Contracting** Party and be delivered to the Secretariat in hard copy and by electronic means **of communication**.

2. Any relevant documents in support of the submission, comment or written observations shall be annexed to it.

Rule 31

1. Findings, measures or recommendations shall contain, mutatis mutandis:

- (a) The name of the Party concerned;
- (b) A statement identifying the question of non-compliance addressed;

- (c) The legal basis and the relevant provisions of the Barcelona Convention and its related Protocols and decision IG 17/2 and other relevant decisions of the Meetings of the Contracting Parties that form the basis of the preliminary findings, measures and recommendations and their final versions;
- (d) A description of the information considered in the deliberations and confirmation **that gives** the Party concerned an opportunity to comment in writing on all information considered;
- (e) A summary of the proceedings, including an indication of whether its preliminary finding or any part of it as specified is confirmed;
- (f) The substantive decision on the question of non-compliance, including the consequences applied, if any;
- (g) **The background**, conclusions and reasons for the findings, measures and recommendations;
- (h) The place and date of the findings, measures and recommendations;
- (i) The names of the members who participated in the consideration of the question of non-compliance and in the elaboration and adoption of the findings, measures and recommendations.

2. **Written** comments on the findings, measures and recommendations submitted within 45 days of their receipt by the Party concerned shall be circulated by the Secretariat to the **regular** members and alternate members of Committee and shall be included in the Committee's biennial report to the Meeting of the Contracting Parties.

Amendments to the rules of procedure

Rule 32

Any amendment to these rules of procedure **is** adopted by consensus by the Committee and submitted for consideration and adoption by the Bureau, subject to endorsement by the Meeting of the Contracting Parties.

Overriding authority of the Convention and its related protocols and decision IG 17/2

Rule 33

In the event of a conflict between any provision in these rules and any provision in the Convention and its related Protocols or decision IG 17/2, the provisions of the Convention and its Protocols or, as the case may be, decision IG 17/2 shall prevail.