



# United Nations Environment Programme

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## MEDITERRANEAN ACTION PLAN

Meeting of the MAP Focal Points

Athens, Greece, 10-12 September 2013

### ADDENDUM

### Draft decision on Governance



**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 adopted in Barcelona in 1976 and amended 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 15<sup>th</sup> 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 17<sup>th</sup> 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 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 19<sup>th</sup> Meeting of Contracting Parties for signature;

*Recalling* 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 27<sup>th</sup> 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 Mediterranean Action Plan is part of the UNEP Regional Seas Programme and that the secretariat of the Barcelona Convention is provided by the Executive Director of UNEP in accordance with article 17 of the Convention through the Coordinating Unit (CU) of MAP, which currently operates through 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 acknowledges the legal autonomy of the Convention as an Intergovernmental Treaty Body in relation to the United Nations Environment Assembly of

UNEP as a subsidiary body of the United Nations General Assembly 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, and in accordance with COP decisions on budget and staffing tables.
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.
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 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 following<sup>11</sup>:
- 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 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.
  - k. United Nations on-line Mandatory training programmes.
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, as applicable to the Mediterranean Trust Fund.
19. The annual 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.

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<sup>11</sup> Excluding services contracted locally by the CU to UNOG, UNOV or other service providers.

20. The Contracting Parties, including through the Bureau, provide support, 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 on behalf of the Contracting Parties 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.

### **Synergies in the implementation of the Programme of Work**

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 UN Environment Assembly of UNEP 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 a Vice-President of the Bureau to conduct such consultations, and the Executive Director, in his/her 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 UNEA decision on this issue and 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 at 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: .....