

RC-9/14：联合国粮食及农业组织、联合国环境规划署与关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约缔约方大会的谅解备忘录

缔约方大会，

表示注意到联合国环境规划署 2016 年 11 月针对由环境署提供秘书处或秘书处职能的多边环境协定秘书处和其他机构的管理和行政的权力下放政策和框架，¹

又表示注意到联合国环境规划署 2018 年 3 月为提供秘书处服务而制定的灵活备选方案模板，²

确认联合国粮食及农业组织总干事与环境署执行主任之间关于为《关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约》共同履行秘书处职能的安排的谅解备忘录继续适用，该谅解备忘录经缔约方大会 RC-2/5 号决定核准，于 2005 年 11 月 28 日生效，不同于 RC-7/14 号决定要求提交缔约方大会第八次会议审议的谅解备忘录草案，

1. 通过载于本决定附件的联合国环境规划署执行主任、联合国粮食及农业组织总干事与关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约缔约方大会之间的谅解备忘录；

2. 请代表鹿特丹公约缔约方大会的缔约方大会主席、联合国粮食及农业组织总干事和联合国环境规划署执行主任在缔约方大会第九次会议期间或闭幕后签署谅解备忘录。

¹ UNEP/CHW.14/INF/50–UNEP/FAO/RC/COP.9/INF/43–UNEP/POPS/COP.9/INF/55。

² UNEP/CHW.14/INF/49–UNEP/FAO/RC/COP.9/INF/42–UNEP/POPS/COP.9/INF/54。

RC-9/14号决定附件*

关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约缔约方大会、

联合国环境规划署执行主任

与联合国粮食及农业组织总干事

关于由联合国环境规划署和联合国粮食及农业组织提供鹿特丹公约秘书处职能所作安排的

谅解备忘录

(以下称为“谅解备忘录”)

关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约缔约方大会（“缔约方大会”）、联合国环境规划署执行主任（“执行主任”）以及联合国粮食及农业组织总干事（“总干事”）（下文也单独称为“一方”，合并称为“各方”）：

回顾《关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约》第 19 条第 2(d)款，其中规定秘书处的职能是“在缔约方大会的全面指导下，达成有效履行其职责可能需要的行政和合同安排”，以及第 3 款，其中规定“本公约的秘书处职责应由环境署执行主任与粮农组织总干事共同履行，并遵循他们之间所商定的、并经缔约方大会核可的安排”，

回顾联合国大会 1972 年 12 月 15 日第 2997 (XXVII)号决议第二节所载的关于设立由联合国环境规划署（环境署）执行主任领导的环境秘书处的决定，执行主任除其他外，负责履行环境署理事会可能委托其履行的职能；并在此背景下回顾授权环境署秘书处参加公约秘书处的 2001 年 2 月 9 日第 21/4 号决定，

回顾联合国粮食及农业组织（“粮农组织”）大会在 1999 年第三十次会议上对谈判圆满结束和《公约》获得通过表示满意，赞成粮农组织和环境署在《公约》谈判和联合提供临时秘书处方面的合作，并支持粮农组织和环境署在公约临时秘书处中起到的主要作用，

回顾缔约方大会 RC-1/9 号决定，其中缔约方大会邀请“联合国环境规划署执行主任与联合国粮食及农业组织总干事，酌情根据先前曾做出的安排的同样要点，为履行秘书处的各项职责做出相应安排”，

* 本附件按提交的原文印发，未经正式编辑。

又回顾 RC-2/5 号决定，其中缔约方大会核可“联合国环境规划署执行主任与联合国粮食及农业组织总干事就有关为《鹿特丹公约》履行各项秘书处职能问题做出的安排”，这些安排在 2005 年 11 月 28 日生效的谅解备忘录（“环境署与粮农组织谅解备忘录”）中予以确定，

确认环境署与粮农组织谅解备忘录迄今运行成功，特别是其持续有效性，以及执行主任和总干事分别任命的鹿特丹公约执行秘书在履行其共同责任方面的有效协调，

认识到《公约》及其工作方案的执行和所有实质性问题上秘书处的管理唯以《公约》和缔约方大会的决定为指导，

回顾关于控制危险废弃物越境转移及其处置的巴塞尔公约缔约方大会的 BC.Ex-1/1 号决定、鹿特丹公约缔约方大会的 RC.Ex-1/1 号决定和关于持久性有机污染物的斯德哥尔摩公约缔约方大会的 SC.Ex-1/1 号决定，其中各缔约方大会决定设立巴塞尔公约秘书处、斯德哥尔摩公约秘书处和鹿特丹公约秘书处环境署部分的联合首长一职，

又回顾 RC-6/15 号、RC-7/14 号和 RC-8/16 号决定，

兹达成如下谅解：

一、 基本原则

1. 执行主任和总干事共同履行《公约》第 19 条第 3 款规定的公约秘书处职能，除非缔约方大会认为秘书处没有履行其预期的职责，由出席并参加表决的缔约方四分之三多数票决定将秘书处职责交给一个或多个其他具有资格的国际组织。执行主任和总干事藉此承认《公约》相对于环境署和粮农组织的法律自主权，以及秘书处作为《公约》的一个机构为《公约》及其缔约方服务的作用和职能。
2. 粮农组织与环境署在提供秘书处职能方面的关系须遵守环境署与粮农组织谅解备忘录的规定，该谅解备忘录仅以英文载于本谅解备忘录附件 2，系自主法律文书。缔约方大会认可环境署与粮农组织谅解备忘录的成功运行，并确认分别设于环境署和粮农组织的秘书处两个部分的安排继续受环境署与粮农组织谅解备忘录约束。
3. 粮农组织和环境署将根据各自的主管领域、相对优势和经验来承担环境署与粮农组织谅解备忘录中所述的职责，粮农组织主要负责农药，环境署主要负责其他化学品，以便秘书处全面调用《公约》所要求的各种科学、技术和经济专长。
4. 根据环境署与粮农组织谅解备忘录，执行主任和总干事将相互协助履行职责，为切实有效地履行秘书处职责提供支持，并将共同承担以合作方式履行职责的总体责任。

5. 缔约方大会确认，在提供公约秘书处的职能时，执行主任和总干事必须遵守联合国、环境署和粮农组织的相关规则、条例和行政通知或程序（视适用情况而定），这些职能应符合《公约》及其缔约方的要求，并符合缔约方大会的相关决定。
6. 缔约方大会、执行主任和总干事认识到，公约秘书处高效而具有成本效益的运行对于《公约》的有效运行至关重要。执行主任和总干事在履行《公约》第 19 条所列的秘书处职能时应遵循这一原则。
7. 缔约方大会、执行主任和总干事在各自任务范围内打算采取可能影响下列方面的任何重大行动时，将充分考虑到彼此的意见：（一）公约缔约方、秘书处、环境署、粮农组织的利益，或（二）《公约》或联合国、环境署和粮农组织规则和条例切实有效的施行。
8. 缔约方大会确认，在缔约方大会审议和决定一项行动方案时，执行主任和总干事或其指定的代表可能会出席；然而，在执行主任和总干事审议和决定一项行动方案时，缔约方大会却不一定出席。执行主任和总干事采取的行动或决定如果可能会对《公约》或其秘书处的运行产生政策影响或其他影响，则应向执行秘书和缔约方大会进行通报。在此情况下，执行主任和总干事务必让执行秘书参与作出决策或采取行动的进程，并酌情与缔约方大会协商。如有不同意见，缔约方大会、执行主任和总干事应设法在采取行动之前制定一项各方均可接受的行动方案。
9. 缔约方大会确认，大会主席应随时向所有公约缔约方通报其代表缔约方大会与执行主任和总干事进行互动的情况。
10. 按照《公约》第 19 条第 3 款的规定，公约秘书处的职能由环境署执行主任与粮农组织总干事共同履行，并遵循他们之间所商定的、并经缔约方大会核可的安排。根据缔约方大会的各项决定，执行秘书为巴塞尔公约、斯德哥尔摩公约和鹿特丹公约秘书处环境署部分的联合首长，将由执行主任根据“联合国工作人员细则和条例”任命，属于环境署的工作人员。按照环境署与粮农组织谅解备忘录的规定，位于日内瓦的这位执行秘书将与由总干事任命、属于粮农组织工作人员并位于罗马的一名执行秘书共同担任鹿特丹公约秘书处执行秘书一职。

二、联合国环境规划署（环境署）

A. 秘书处执行秘书和工作人员

11. 执行主任将根据缔约方大会相关决定中规定的秘书处结构来安排执行秘书的征聘工作，执行秘书将根据联合国工作人员细则和条例进行甄选。应指出，根据适用于环境署的相关联合国工作人员甄选细则和条例，执行主任将向联合国秘书处高级审查小组提出甄选 D-2 级执行秘书职位人员的建议，以供审查。审查后，高级审查小组将向联合国秘书长提出建议，由秘书长作出甄选决定。

12. 执行主任将铭记缔约方大会的相关决定，通过缔约方大会主席（或主席不在时指定的一名副主席）就执行秘书的征聘、甄选和任命与缔约方大会进行磋商，并将确保根据适用于环境署的联合国工作人员细则和条例来征聘、甄选和任命环境署秘书处所有工作人员，包括执行秘书。

13. 遵照上文第 12 段，执行主任可根据联合国规则和条例，延长或终止执行秘书的合同。在这一进程的所有阶段，执行主任都不妨在其职权允许范围内，酌情通过缔约方大会主席与缔约方大会进行磋商。

14. 在秘书处或公约的核定和现有财政资源范围内，执行主任将提供必要的行政和财政支持，以确保秘书处在运行时具备必要的人力资源。执行主任将确保秘书处环境署部分的工作人员中一旦出现任何空缺，都将按照适用于环境署的联合国工作人员细则和条例尽快填补，同时注意到这些员额所需的知识、经验和专长。根据适用于环境署的联合国规则和条例，执行主任可将将对秘书处环境署部分工作人员作出任命决定的权力下放给执行秘书。

15. 执行主任将确保秘书处环境署部分对初级专业人员的需求充分列入环境署每年与支持初级专业人员的捐助国政府分享的清单，而无需环境署排出优先次序，除非捐助国政府另有规定。

16. 执行主任将向缔约方大会通报（包括酌情通过执行秘书通报）在填补任何员额、征聘免费提供的人员或初级专业人员、或与秘书处环境署部分有关的其他人力资源事项方面出现的任何意外延误。执行主任理解向公约理事机构报告这类征聘工作情况的重要性。

B. 权力下放

17. 根据环境署与粮农组织谅解备忘录，执行主任在行政和财务事项上向执行秘书下放必要的权力，使执行秘书能够进行管理、作出决定并代表秘书处行事，享有保持秘书处高效而有成本效益的运作所需的自主权。这种权力下放除其他外，涵盖方案管理、财务和实物资源管理、人力资源管理和任何其他有关事项；在这些方面，秘书处环境署部分的有效运作可能需要执行秘书作出决定。

18. 执行秘书又可按照汇报关系将权力进一步下放，并（或）将权力下放给秘书处内部的一名管理人员，但有一个明确的前提，即其对下属的任何不当行为仍须完全负责。

19. 环境署通过了针对多边环境协定秘书处管理和行政的权力下放政策与框架，于 2016 年 11 月 1 日生效。执行主任将确保执行秘书在行使任何此类授权时，均遵照联合国和环境署的相关规则和条例以及执行主任在本谅解备忘录中的承诺。如果执行主任打算就权力下放政策与框架采取的行动或作出的决定对《公约》或其秘书处的运行有政策影响或其他影响，执行主任将让执行秘书参与决策或采取行动的进程，并在必要时与缔约方大会协商。

C. 行政和方案支助费用

20. 执行主任将与执行秘书合作，确定《公约》的行政服务需求，并确定最有效的手段，以确保《公约》在现有财政资源范围内，根据联合国和环境署的规则和条例并按照缔约方大会的各项决定（特别是经 RC-5/1 号决定修正的、缔约方大会关于“缔约方大会、其附属机构和公约秘书处财务细则”的 RC-1/4 号决定），获得必要的行政和财政支持。执行主任将酌情与总干事协商。
21. 特别是，执行主任将向秘书处分配一个适当的份额，最初不应少于《公约》所有信托基金年度方案支助费用收入的 67%。拨款将以收到年度费用计划为基础，该计划须表明这些资金将切实有效地用于支持《公约》活动。
22. 执行主任还将在《公约》所有信托基金的年度方案支助费用收入中拨出适当份额（最初不应超过 33%），为环境署支持《鹿特丹公约》的中央行政服务部门提供资金。中央行政服务的内容载于本谅解备忘录附件，仅有英文文本，其中包括联合国内罗毕办事处和联合国日内瓦办事处代表环境署、联合国内部监督事务厅（监督厅）和审计委员会提供的服务。
23. 根据相关的联合国行政指示³，方案支助账户报表将纳入环境署公布的财务报表。执行主任在秘书处和中央行政服务部门之间分配年度方案支助费用时将做到完全透明。
24. 依照经 RC-5/1 号决定修正的、关于“缔约方大会、其附属机构和公约秘书处财务细则”的 RC-1/4 号决定，对于环境署向缔约方大会、其附属机构和公约秘书处提供的服务，缔约方大会利用上述财务细则第 4 条（第 1、3、4 款）及本谅解备忘录第 21 段所述的资金进行补偿，依据的是缔约方大会、环境署和粮农组织之间不时以书面商定的条件，或在没有此种协议的情况下，按照联合国的一般政策进行。

D. 财务事项和预算

25. 《公约》的财务业务记录在根据“联合国财务条例和细则”、“联合国环境规划署资金运作一般程序”第五条设立的信托基金中，并符合缔约方大会、其附属机构和公约秘书处财务细则，特别是经 RC-5/1 号决定修正的、缔约方大会 RC-1/4 号决定所载的财务细则。对于这些决定所载细则未具体规定的事项，应适用“联合国财务条例和细则”；若缔约方大会的决定与“联合国财务条例和细则”有任何矛盾，应以“联合国财务条例和细则”为准。
26. 根据经 RC-5/1 号决定修正的、关于“缔约方大会、其附属机构和公约秘书处财务细则”的 RC-1/4 号决定，受这些细则约束的所有基金的账目和财务管理均须接受联合国的内部和外部审计。财务周期第一年的临时账目报表应在财务周期的第二年提交缔约方大会，整个财务周期的最后已审计账目报表应在财务周期账目截止后尽快提交缔约方大会。应将联合国审计委员会关于环境署财务报表的报告中的任何相关意见通知缔约方大会。

³ ST/AI/286。

27. 公约缔约方大会（包括通过其主席）负责监督由秘书处管理的、来自公约各信托基金的预算的编制和执行。

28. 执行主任将确保执行秘书遵守缔约方大会每次会议通过的具体决定，包括在与秘书处筹资和编制预算有关的事项方面，同时考虑到可用资源情况，并遵照适用于环境署的联合国财务条例和细则。

29. 缔约方大会了解，在执行秘书将最后拟议预算提交缔约方大会下一次会议审议之前，将向执行主任和总干事提供一份秘书处预算草案，供其审查和提出意见。

E. 业绩考评和管理审查

30. 秘书处环境署部分工作人员和其他有关人员的业绩考评是根据适用于环境署的联合国有关规则和条例进行的。

31. 通过上文 B 节所述的权力下放，执行秘书将管理除其本人以外的秘书处环境署部分所有工作人员的业绩。执行主任或其副执行主任将考评执行秘书的业绩。考绩将通过目前使用的联合国业绩管理和考评系统进行。

32. 执行主任将确保缔约方大会能够获得关于联合国业绩管理和考评制度下适用的考绩标准的信息。

33. 就考核执行秘书及其下属工作人员的方案业绩而言，执行主任确认，秘书处的实质性工作方案是专由缔约方大会及其附属机构确定的。

34. 执行主任将确保执行秘书的行为符合《公约》的各项规定，特别是第 18 条和第 19 条，并符合关于这些以及公约缔约方可能委托秘书处履行的其他实质性职能的联合国规则和条例。

35. 执行主任将确保执行秘书在缔约方大会会议期间和闭会期间执行缔约方大会的各项决定和结论。

36. 执行主任将就与执行秘书的业绩有关的任何事项与缔约方大会进行磋商。在开始对执行秘书进行考绩之前，执行主任将通过缔约方大会主席邀请缔约方大会就其业绩提出评论意见。

37. 应执行主任的请求或在其本人的倡议下，执行秘书可与缔约方大会协商，或应缔约方大会的请求，委托对秘书处及其职能进行独立的管理审查，以期提高成本效率、透明度及推动实施《公约》和实现其目标。这种审查不是审计或调查，因此不会侵犯审计委员会、监督厅和联合国信息披露政策的特权。执行秘书将向缔约方大会和执行主任完整通报所进行的任何此类审查。

F. 协议的执行

38. 缔约方大会和执行主任随时向执行秘书通报情况，将定期并视需要就与执行本谅解备忘录有关的所有问题举行磋商。此类磋商将通过缔约方大会主席进行，主席将征求公约缔约方的意见，并在磋商期间予以反映；或者也可根据缔约方大会和执行主任共同决定的其他方式进行磋商。

39. 关于具体问题，主席可指定缔约方大会副主席进行此类磋商。在执行主任缺席的情况下，可由指定的高级代表代为行事，或者也可根据缔约方大会和执行主任共同决定的其他方式进行磋商。

40. 如果对本谅解备忘录的执行或解释有任何意见分歧，执行主任和缔约方大会将通过大会主席进行磋商，并尽一切努力达成双方都能接受的结果。

三、联合国粮食及农业组织（粮农组织）

A. 秘书处执行秘书和工作人员

41. 总干事将根据环境署与粮农组织谅解备忘录所载的规定，以及粮农组织定期更新的规则、条例和政策，任命秘书处粮农组织部分的执行秘书和人员。

42. 根据环境署与粮农组织谅解备忘录，总干事将继续按照粮农组织理事机构的决定和授权以及缔约方大会核准的预算提供和维持工作人员和资源。在任命工作人员时，在首要确保工作效率和技术能力最高标准的前提下，总干事应适当考虑到从尽可能广泛的地域范围内征聘人员的重要性。

B. 权力下放

43. 总干事将根据环境署与粮农组织谅解备忘录所载的规定以及粮农组织定期更新的规则、条例、政策和程序，将其权力下放给秘书处粮农组织部分的执行秘书。特别是，根据环境署与粮农组织谅解备忘录，执行秘书将代表秘书处行事，并履行其包括以下等方面的职能：

(a) 在不影响环境署与粮农组织谅解备忘录第2.10条规定的情况下，根据缔约方大会核准的工作方案和预算，在日内瓦和罗马的秘书处办事处之间分配活动和可用资金；

(b) 关于《公约》有关事项的正式信函和通信，包括酌情与国家联络点、常驻粮农组织和环境署代表、相关国家部委、经认可的观察员和国际组织联系；

(c) 为与《公约》有关的会议编写文件；

(d) 安排与《公约》有关的会议；

(e) 按照“缔约方大会、其附属机构和公约秘书处财务细则”安排编制下一个两年期的拟议预算；

(f) 批准秘书处工作人员的差旅；

(g) 呼吁提供资金；

(h) 酌情签订咨询服务合同；

(i) 根据粮农组织的规则为甄选工作人员作出必要安排。

C. 行政和方案支助费用

44. 粮农组织就其支出而征收的支助费用将按照本组织现行支助费用计算。

D. 财务事项和预算

45. 秘书处粮农组织部分的财务业务将按照粮农组织财务细则和条例处理。

E. 业绩考评和管理审查

46. 秘书处粮农组织部分的秘书处工作人员（包括秘书）的业绩考评，将按照粮农组织的有关规则、条例、政策和程序进行。

四、 报告

47. 执行主任和总干事将在缔约方大会每次常会召开之前提前九十天提交一份关于本谅解备忘录执行情况的报告。

48. 该报告将向公约缔约方提供关于环境署向《公约》提供的行政服务的详细资料，并列入一份财务报表，说明年度方案支助费用在秘书处与中央行政服务部门之间的分配情况，基于理解是，详细程度将符合公约缔约方的需要，并符合适用于环境署的程序。

五、 方案关系

49. 缔约方大会了解，可在《公约》下通过已计算成本的工作方案、订正战略框架、中期计划及粮农组织工作方案和预算来促进执行环境署中期战略和工作方案的某些方面，反之亦然，但须经缔约方大会批准，并在符合《公约》的范围内进行。

50. 执行主任将就环境署在向《公约》提供方案支助方面可能开展的活动与执行秘书进行磋商。执行秘书将就在《公约》框架和任务范围内、为执行环境署中期战略和工作方案的某些方面而可能开展的活动与执行主任进行磋商。

51. 执行主任和执行秘书将相互磋商，以规划、制定和实施与为执行《公约》提供支助有关的任何项目和方案，并商讨为执行《公约》而与捐助方作出或拟议作出的任何联合供资安排。

52. 执行主任可召集多边环境协定秘书处的会议，以及通过环境署聘用的所有高级工作人员的联席会议，并邀请执行秘书参加这些会议。执行主任可支付与执行秘书参加任何此类会议有关的旅费和其他费用。

53. 执行秘书将向缔约方大会通报第 50 段中所述的方案支助以及第 52 段所述的会议情况。

六、 最后条款

54. 本谅解备忘录没有强加、也无意强加任何具有法律约束力的承诺。

55. 订立本谅解备忘录，并不妨碍环境署、粮农组织和《鹿特丹公约》或今后任何其他相关多边环境协定之间可能商定的任何行政安排。

56. 本谅解备忘录自由缔约方大会主席代表的缔约方大会、执行主任和总干事最后签署之日起生效。

57. 本谅解备忘录应与执行主任和总干事之间关于共同履行关于在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约秘书处职能的安排的谅解备忘录（由 RC-2/5 号决定通过）结合起来理解。

58. 可应各方请求随时对本谅解备忘录进行审查，包括为修正或终止本谅解备忘录而进行审查。在不影响缔约方大会会议议事规则的情况下，由主席团代表缔约方大会、执行主任或总干事提出的此种请求将至少提前四个月提出，然后在缔约方大会下一次会议上讨论。对本谅解备忘录作任何修改，包括其终止，将由其各方书面相互商定。

兹由本谅解备忘录各方经正式授权的代表签字如下，以昭信守。

**代表联合国
环境规划署**

**代表联合国
粮食及农业组织**

Joyce Msuya 女士
代理执行主任

José Graziano da Silva 先生
总干事

日期：_____

日期：_____

**代表在国际贸易中对某些危险化学品
和农药采用事先知情同意程序的鹿特
丹公约缔约方大会**

Osvaldo Álvarez-Pérez 先生
主席

日期：_____

谅解备忘录附件 1

UNEP's core services in support of the Basel, Rotterdam and Stockholm conventions

The table below provides the list of core administrative and support services provided by United Nations Environment Programme (UNEP) in support of the Basel, Rotterdam and Stockholm (BRS) conventions. Core administrative and support services are those services provided by UNEP against the 33% share of the programme support costs income attributable to all of the trust funds of the BRS conventions. The list of core services is not exhaustive and may include additional core services, as mutually agreed from time to time between UNEP and the Secretariat of the BRS conventions. The table below is without prejudice to the delegation of authority from the Executive Director of UNEP to the Executive Secretary of the BRS conventions.

Service Category	Description
Policy, guidelines and procedures	<p>All policies concerning administrative arrangements are governed by the United Nations General Assembly resolutions and those of United Nations Environment Programme's governing body. United Nations Financial Regulations and Rules supplemented by Multilateral Environmental Agreements' and entities' financial procedures or rules ensure effective and efficient use of resources in accordance with the purposes for which funds are provided, within authorized limits and available income. The United Nations Financial Regulations and Rules also regulate the organization's procurement activities.</p> <p>United Nations Staff Regulations and Rules set the framework within which United Nations Environment Programme's personnel, including different categories of staff members, consultants and independent contractors, are recruited and administered.</p> <p>United Nations Secretariat policies supplement and provide details on the implementation of the resolutions and regulations. They are embodied in United Nations administrative issuances i.e. Secretary-General's Bulletins, Administrative Instructions and Information Circulars which may be further interpreted and translated into guidelines and procedures for day to day operations.</p>
Human Resources	Recruitment, staff administration, training, performance management and medical and counselling services.
<i>Talent Acquisition and Management</i>	Developing staffing plans and implementing related recruitment activities namely classification, vacancy announcement, assessments, evaluation, review and selection.

<i>Staff Administration</i>	On-boarding staff, administering contracts, processing entitlements and benefits, review and update of dependency status, leave records, lateral move, separation from service etc. Administering end-of-service and post-retirement benefits including pension fund deductions and After Service Health Insurance scheme.
<i>Staff development and training</i>	<p>Mandatory training of personnel on issues such as security, ethics and integrity, competency based interviewing skills, management development programme etc.</p> <p>Identify capacity building needs and provide opportunities for continuous learning with a view to build a multi-skilled workforce promoting career development for staff. These include in-house developed training modules on Results Based Management and Gender Mainstreaming, among others. Including the arrangement of training opportunities for UNEP Geneva colleagues.</p>
<i>Performance Management</i>	Implementing and monitoring compliance with performance management policies, process and tools (INSPIRA) to reward/recognize/retain staff and address underperformance. Supporting rebuttal process guidance and conducting training on writing workplans and performance assessments. Managing the Financial Disclosure programme.
<i>Medical and Counselling Services</i>	<p>Providing occupational health services with emphasis on preventive health care and emergency response. Also includes professional counselling service to address issues such as stress, burnout, depression etc.</p> <p>UN Cares, the UN system-wide program on HIV, is designed to reduce the impact of HIV in the UN workplace.</p>
Budget and Finance	Preparation, management, oversight and reporting of budgets and financial resources of the governing bodies and donors.
<i>Budgeting / Fund Management</i>	<p>Preparation, presentation and justification of budgets to the governing bodies. Processing budgetary authorizations and financial transactions. Advising staff, management and governing bodies on the use of financial resources.</p> <p>Creating, maintaining and closing Trust Funds.</p>
<i>General Accounting / Financial Statements</i>	<p>Authority to sign the consolidated financial statements rests with the Executive Director. Extracts from the consolidated statements are signed by UNON.</p> <p>Maintenance of accounts and preparation of Financial Statements including the Programme Support account. Processing accounting entries/adjustments including donor refunds; year-end accruals; statutory reporting and support to the annual external audit.</p>

<i>Payments / Expenditure</i>	Processing payments to Implementing Partners, consultants, vendors and meeting participants. Monitoring advances and recording expenditures from financial reports received from Implementing Partners.
<i>Payroll</i>	Processing payment of salaries, entitlements and related advances and maintenance of payroll accounts.
<i>Contributions /Cash Management</i>	Authority to accept contributions from the Parties rests with the United Nations Environment Programme Executive Director. Issuing invoices to Parties, recording and monitoring contribution receivables, processing contributions upon receipt of payments; reconciling applied deposit accounts.
<i>Treasury/Banking/ Investment</i>	Receipt and disbursement of funds, House Bank management, bank reconciliations. Maintenance of banking details for staff, vendors, implementing partners and consultants. Investment of United Nations Environment Programme funds in the right products is managed by UNHQ Treasury.
<i>Oversight</i>	Coordinate internal audit, investigation, inspection and external audit.
Legal	Legal advice, opinions and representation in the Internal Justice System.
<i>Advisory and Representation</i>	Provision of corporate legal advice and institutional support. Representing the organisation before the Management Evaluation Unit with regards to requests filed by staff members. Representing the organisation at the United Nations Dispute Tribunal (UNDT) and provision of support to the Office of Legal Affairs with regards to appeals filed at the United Nations Appeals Tribunal. Negotiating settlements of claims; provision of legal support and advice in mediation, conciliation and arbitration. Legal and institutional support in disciplinary procedures; provision of legal advice in cases of alleged misconduct and relevant investigations. Reviewing and clearing Host Country Agreements and legal instruments in accordance with the Delegation of Authority Policy and Framework for the Management and Administration of Multilateral Environmental Agreements. Provision of legal advice on human resources issues e.g., interpretation of the Staff Regulations and Rules, advise on outside activities, separation from

	<p>employment, settlements.</p> <p>Coordinating audits, inspections and evaluations undertaken by the Office of Internal Oversight Services.</p> <p>Providing advice on engaging with implementing partners, provision of templates for this purpose.</p>
Support Services	Services to support operations including office space, premises, host country arrangements and protocols.
<i>Contracts and Procurement</i>	Supervising procurement related functions and providing advice on procurement proposals of significant financial or operational impact; reviewing the proposed strategy/approach to best serve office's interests. Providing oversight over the service providers. Representation at the High Level Committee on Management Procurement Network on development of policies and procedures of interest to the office. Liaising with the contracts committee for the preparation and presentation of cases for approval and addressing to follow-up queries. Provision of general contract administration services including amendment, extension or closure.
<i>Inventory / Asset Management</i>	Provision of services to manage inventory of equipment items and assets including bar coding, maintain records and track movement of items; conduct physical inventories; process the disposal of obsolete and unserviceable items.
<i>Travel, Shipping and Visa</i>	Providing advice on developments in Secretariat travel policies and procedures. Processing travel for staff members, consultants and meeting participants for official purposes and staff entitlement related travel; management of travel agent contract and airline negotiations. Shipping services, handled through external vendors under contracts include all aspects of incoming and outgoing official shipments of organizational goods and property as well as staff members' personal effects during recruitment, transfer and separation.
<i>Host Country Relations</i>	<p>In addition to administering the hosting agreement with the country of duty station, the services include re-entry</p> <p>passes of staff and dependents, consultants and interns; duty free import of goods and fuel; tax exemptions; registration of vehicles, issuance/renewal of driving licenses and transfer of ownership; processing special visa request in</p>

	emergency situations and for VIPs.
<i>Facilities Management</i>	Provision of comfortable and efficient working environment for the staff well as for the visitors by maintaining office premises including gardening and parking areas; utilities' supply and maintenance of security systems.
<i>Mail Pouch</i>	Providing mail, diplomatic pouch and international courier services; dispatching outbound mail; sorting and delivering all incoming mail; advising on different mail services i.e postal, international express courier and diplomatic pouch, including but not limited to cost, transit days, document preparation, etc.
<i>Archives/Document Management</i>	Advising on and overseeing the implementation of policies for the management of archives in accordance with established archival standards and practices. Maintaining and managing archives.
<i>Security and Safety</i>	Protection of UN personnel and property by providing a safe and secure work environment and regular security advisories; issuance of IDs for staff and visitors to the UN offices.
<i>Enterprise Resource Programme (ERP)</i> – <i>Umoja</i> ***	Advising on all aspects of workflow analysis, business process reengineering and organizational transformation. Managing core transformational activities connected to the Umoja implementation and system life cycle. Providing training and guidance on Umoja functionality, access and modality for the execution of administrative processes.
<i>Enterprise Risk Management (ERM) and Internal Controls</i>	Implementation of the United Nations Secretariat ERM policy and framework, its monitoring and development. Advise on developments and activities related to the life cycle of ERM. Liaison directly with the UN Secretariat's Department of Management for all issues relating to ERM and IC implementation and update of the ERM treatment plan.
Information and Communications Technology	Computing, telecommunications, office automation, infrastructure support including electronic mail as well as consulting, advisory and help desk services.

<i>ICT Infrastructure and services</i>	<p>Provision of secure infrastructure services such as internet connectivity and WiFi access; local area network and systems directory services; office computer, standard software productivity tools and security software; email, file storage and sharing, print, IP telephony; computer and video conference services. Provision of cloud and on-premise hosting services for websites, software applications, and databases.</p> <p>Access to corporate internet/intranet and mail systems.</p>
<i>Software development and maintenance</i>	<p>Providing advice from tactical, operational and strategic aspects with consideration to the specific needs of the office. Making recommendations on cost effective options e.g. outsourcing or in-house IT services. Provision of customised / off the shelf software applications to support the specific needs of office.</p>
<i>Help desk services</i>	<p>Provision of local and global services to staff in resolving various IT related issues for the UN enterprise applications.</p>

*** Umoja project and maintenance costs are apportioned based on expenditure incurred and met by respective divisions and MEAs as common costs. These include service fees and costs associated with Umoja (such as license fees), requests raised through Ineed and any administrative costs associated with services provided by UNON and UNOG especially those that were delivered through OSC (travel, payment of invoices, HR/consultant services)

谅解备忘录附件 2

[仅有英文文本]

**Memorandum of Understanding between
the Executive Director of the United Nations Environment Programme (UNEP)
and the Director-General of the Food and Agriculture Organization
of the United Nations (FAO)
concerning the arrangements to perform jointly the Secretariat Functions
for the Rotterdam Convention on the Prior Informed Consent Procedure for
Certain Hazardous Chemicals and Pesticides in International Trade**

The Director-General of FAO and the Executive Director of UNEP:

Noting that FAO and UNEP have closely cooperated in the operation of the Prior Informed Consent (PIC) procedure, in particular through the memorandum of understanding concluded in November 1992 concerning the cooperation in the implementation of the joint programme for the operation of the prior informed consent procedure as well as through the memorandum concluded in January 1997 for the negotiation of an international legally binding instrument for the application of the prior informed consent procedure for certain hazardous chemical, including pesticides, in international trade,

Whereas the FAO Conference (1997) and the UNEP Governing Council (1998) authorized the participation of the UNEP and FAO Secretariat in an Interim Secretariat and in a Secretariat to the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (hereinafter referred to as the Convention), provided that such arrangements were satisfactory to the Executive Director of UNEP and the Director-General of FAO and that costs additional to the implementation of the voluntary procedure be met through extra budgetary resources,¹

Whereas, in accordance with paragraph 3 of Article 19 of the Convention, "the secretariat functions for this Convention shall be performed jointly by the Executive Director of UNEP and the Director-General of FAO, subject to such arrangements as shall be agreed between them and approved by the Conference of the Parties",

Whereas the United Nations General Assembly, in its resolution 53/187 of 15 December 1998, welcomed the adoption by the Conference of the Plenipotentiaries, at Rotterdam, Netherlands, on 11 September 1998, of the Convention, and took note of the fact that the functions of the secretariat of the Convention were jointly performed by [the Director-General of] FAO and [the Executive Director of] UNEP as an interim arrangement pending the final decision to be taken by the parties to the Convention on the location of the secretariat,

Whereas the FAO Conference, at its Thirtieth Session in 1999, expressed its satisfaction at the successful conclusion of the negotiations and the adoption of the Convention, favourably viewed the cooperation of FAO and UNEP both in the negotiations of the Convention and the joint provision of the Interim Secretariat, and

¹ See Report of Twenty-ninth Session of the FAO Conference, 1997, Resolution 4/97, para. 69. See also Decision SS.V/5, Fifth Special Session of the UNEP Governing Council, 1998.

supported the primary role of FAO and UNEP in the Interim Secretariat and the Convention Secretariat,²

Whereas the UNEP Governing Council, at its twentieth session in 1999, welcomed the adoption of the Convention, and authorized the Executive Director of UNEP, together with the Director-General of FAO, to convene such further sessions of the Intergovernmental Negotiating Committee as are necessary to oversee the operation of the interim PIC procedure and to prepare for and service the Conference of the Parties until the end of the fiscal year in which the first meeting of the Conference of the Parties takes place,

Whereas the Conference of the Parties to the Convention, at its first meeting, in its decision RC-1/9 invited "*the Executive Director of the United Nations Environment Programme and the Director General of the Food and Agriculture Organization of the United Nations to make arrangement for the performance of the Secretariat functions, possibly based on the same elements as in the earlier arrangements*",

HAVE AGREED AS FOLLOWS:

1. General Principles

1.1 The functions of the Secretariat are those set out in paragraph 2 of Article 19 and other relevant provisions of the Convention. These include, among others, the responsibility to carry out requests to the Secretariat from the Conference of the Parties.

1.2 Pursuant to the functions of the Secretariat, and the provisions of this Memorandum of Understanding, the Executive Director of UNEP and the Director-General of FAO will jointly perform the secretariat responsibilities under the Convention.

1.3 Each organization will assume the responsibilities as described in this Memorandum of Understanding on the basis of their areas of competence, comparative strengths and experience, FAO having primary responsibility for pesticides and UNEP taking primary responsibility for other chemicals, in order to facilitate the mobilization by the Secretariat of the full range of scientific, technical and economic expertise required by the Convention.

1.4 As needed, the Executive Director of UNEP and the Director-General of FAO will assist each other in carrying out the indicated responsibilities, in support of the effective and efficient performance of the secretariat responsibilities.

2. Working Mechanisms

2.1 In accordance with decision RC-1/12 of the First Meeting of the Conference of the Parties, the Secretariat is located in Geneva and Rome. The UNEP part of the Secretariat is based in Geneva and the FAO part of the Secretariat is based in Rome.

² See Report of the Thirtieth Session of FAO Conference, para. 72, 76.

2.2 In accordance with this same decision, the headquarters agreements already in force with Italy (FAO Headquarters Agreement in Rome) and Switzerland (United Nations Headquarters Agreement in Geneva) continue to apply to the Secretariat.

2.3 The Executive Director of UNEP and the Director-General of FAO, or their designated representatives, will share the overall responsibility for carrying out the responsibilities indicated in this Memorandum of Understanding in a cooperative manner.

2.4 The Executive Director of UNEP and the Director-General of FAO will continue to provide and maintain staff and resources in line with the decisions and authorizations of their respective governing bodies, and the budgets approved by the Conference of the Parties.

2.5 The position of Executive Secretary of the Secretariat is shared between the Executive Director of UNEP and the Director-General of FAO, and the individuals acting on their behalf in each organization will coordinate with each other in carrying out their responsibilities. These individuals are referred to as "Executive Secretary". The Executive Secretary located in Geneva will be appointed by the Executive Director of UNEP and the Executive Secretary located in Rome will be appointed by the Director-General of FAO, in consultation with the Conference of the Parties through the Bureau.

2.6 The Executive Director of UNEP and the Director-General of FAO delegate their authority to the Executive Secretary from UNEP and FAO, to act on their behalf, to represent the Secretariat and to carry out its functions, including *inter alia* in relation to the following:

- a) Without prejudice to the provisions of Article 2.10 below, allocation of activities and available funds between the Secretariat offices in Geneva and Rome based on the programme of work and budget approved by the Conference of the Parties.
- b) Official correspondence and communication on matters relating to the Convention, including with national contact points, Permanent Representatives to FAO and UNEP, relevant national ministries, accredited observers and international organizations, as appropriate;
- c) Producing documents for the meetings relating to the Convention;
- d) Arranging meetings relating to the Convention;
- e) Arrange for the preparation of the budget proposal for the following biennium in accordance with the "Financial Rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat";
- f) Authorizing travel for Secretariat staff;
- g) Calls for funds;
- h) Contracts for consultation services, as appropriate;
- i) Making necessary arrangement for the selection of staff in accordance with the rules of UNEP and FAO.

2.7 The Executive Director of UNEP and the Director-General of FAO may conclude cooperative arrangements with other organizations in accordance with decisions of the Conference of the Parties.

2.8 The staff within the respective Secretariat offices in Geneva and Rome will continue to coordinate with each other to carry out the responsibilities indicated in this Memorandum of Understanding, with due regard to the efficient and effective use of the available resources. Among other things, the respective secretariat offices will:

- a) Consult with each other on an ongoing basis, including through joint meetings and other means;
- b) Develop and mutually agree on overall work plans for purposes of coordinating work;
- c) Consult on decisions relating to the structure and, as appropriate, the selection of staff in their respective offices, to promote efficiency in carrying out Secretariat responsibilities;
- d) Establish an appropriate channel of official communication with Parties and others, under the overall guidance of the Conference of the Parties and in accordance with the Rules of Procedure of the Conference of the Parties;
- e) Coordinate closely in entering into any administrative and contractual arrangements, in line with paragraph 2(d) of Article 19 of the Convention, and, more generally in carrying out other Secretariat functions indicated in paragraph 2 of Article 19 of the Convention.

2.9 In appointing the staff, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, the Executive Director of UNEP and the Director-General of FAO shall pay due regard to the importance of selecting personnel recruited on as wide a geographical basis as is possible.

2.10 The Executive Director of UNEP and the Director-General of FAO shall distribute available staff and resources between Geneva and Rome, with a view to ensuring appropriate distribution of staff, resources and workload between the two duty stations, while taking into account the relative strengths of UNEP and FAO. Staff located in Geneva shall be employed by the Executive Director of UNEP and staff located in Rome shall be employed by the Director-General of FAO.

2.11 Activities to be funded under the trust fund(s) established under the Convention will be considered in line with Article 3 below, and will be mutually agreed by UNEP and FAO.

2.12 In general, the FAO part of the Secretariat will have lead responsibility for matters relating to pesticides, and the UNEP part of the Secretariat will have lead responsibility for matters relating to industrial chemicals.

2.13 In general, and subject to availability of resources, FAO will provide conference services for meetings organized in Rome, and UNEP will provide conference services for meetings organized in Geneva. If there is an offer by a Government to host a session elsewhere, UNEP will, subject to availability of

resources, provide conference services, including the negotiation of a host government agreement with the Government, in consultation with FAO.

2.14 The Secretariat will continue to take advantage of opportunities to draw upon resources and expertise within other parts of its own organizations (i.e. FAO and UNEP), and to build synergies with other relevant international organizations, in accordance with its mandate.

3. Administration of Trust Fund(s)

3.1 The Executive Director of UNEP and the Director-General of FAO will receive and administer the funds for the purpose of the Convention in accordance with rules and regulations of their respective organizations. For this purpose, they will establish appropriate trust funds.

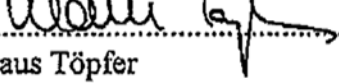
3.2 The Trustee of those trust funds shall be reimbursed for the services provided to the Conference of the Parties, its subsidiary bodies and the Convention Secretariat in accordance with Rule 22 of the "Financial Rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat", adopted by the Conference of the Parties at its First Meeting in its decision RC/1/4.

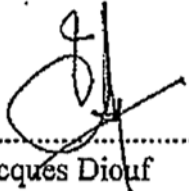
3.3 Further details on the management of the trust funds under the Convention will be agreed by the Executive Director of UNEP and the Director-General of FAO in a separate document.

4. Final clauses

4.1 This Memorandum of Understanding shall be deemed to constitute an agreement between the Director-General of FAO and the Executive Director of UNEP and shall enter into force upon signature by them or their authorized representatives, subject to approval by the Conference of the Parties. Pending such approval, this Memorandum of Understanding will be applied *ad interim*.

4.2 This Memorandum of Understanding may be amended or terminated as agreed between the Director-General of FAO and the Executive Director of UNEP, subject to approval by the Conference of the Parties.

Signed: 
Klaus Töpfer
Executive Director
United Nations Environment Programme
(UNEP)

Signed: 
Jacques Diouf
Director-General
Food and Agriculture Organization
of the United Nations (FAO)

Date: 28.11.2005

20. X. 2005
Date: