

RC-9/14: Memorandum of understanding between the Food and Agriculture Organization of the United Nations and the United Nations Environment Programme and the Conference of the Parties to the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade

The Conference of the Parties,

Taking note of the United Nations Environment Programme November 2016 delegation of authority policy and framework for the management and administration of multilateral environmental agreement secretariats and other bodies for which the United Nations Environment Programme provides the secretariat or secretariat functions,¹

Taking note also of the United Nations Environment Programme March 2018 flexible template of options for the provision of secretariat services,²

Acknowledging the continuing application of the memorandum of understanding between the Director-General of the Food and Agriculture Organization of the United Nations and the Executive Director of the United Nations Environment Programme concerning arrangements for performing jointly the secretariat functions for the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, which was approved by the Conference of the Parties in its decision RC-2/5 and entered into force on 28 November 2005 and is distinct from the draft memorandum of understanding requested in decision RC-7/14 to be submitted for consideration by the Conference of the Parties at its eighth meeting;

1. *Adopts* the memorandum of understanding between the Executive Director of the United Nations Environment Programme, the Director-General of the Food and Agriculture Organization of the United Nations and the Conference of the Parties to the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade as set out in the annex to the present decision;

2. *Requests* the President of the Conference of the Parties, on behalf of the Conference of the Parties to the Rotterdam Convention, the Director-General of the Food and Agriculture Organization of the United Nations and the Executive Director of the United Nations Environment Programme to sign the memorandum of understanding during or following the closing of the ninth meeting of the Conference of the Parties.

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.

Annex to decision RC-9/14*

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CONFERENCE OF THE PARTIES TO THE ROTTERDAM
CONVENTION ON THE PRIOR INFORMED CONSENT PROCEDURE FOR
CERTAIN HAZARDOUS CHEMICALS AND PESTICIDES IN
INTERNATIONAL TRADE**

**THE EXECUTIVE DIRECTOR OF THE UNITED NATIONS
ENVIRONMENT PROGRAMME**

AND

**THE DIRECTOR-GENERAL OF THE FOOD AND AGRICULTURE
ORGANIZATION OF THE UNITED NATIONS**

CONCERNING

**THE ARRANGEMENTS FOR THE PROVISION OF SECRETARIAT
FUNCTIONS BY THE UNITED NATIONS ENVIRONMENT PROGRAMME
AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE
UNITED NATIONS FOR THE ROTTERDAM CONVENTION**

(hereinafter referred to as the “Memorandum of Understanding”)

The Conference of the Parties to the Rotterdam Convention on the Prior Informed Consent procedure for certain hazardous chemicals and pesticides in international trade (the “Conference of the Parties”), the Executive Director of the United Nations Environment Programme (the “Executive Director”), and the Director-General of the Food and Agriculture Organization of the United Nations (the “Director-General”) as they may hereinafter also be referred to individually as “Party” and collectively as the “Parties”:

Recalling Article 19, paragraph 2 (d) of the Rotterdam Convention on the Prior Informed Consent procedure for certain hazardous chemicals and pesticides in international trade (the “Convention”), which provides that the functions of the Secretariat are to “enter, under the overall guidance of the Conference of the Parties, into such administrative and contractual arrangements as may be required for the effective discharge of its functions”, and paragraph 3, which provides that “the secretariat functions for this Convention shall be performed jointly by the Executive Director of the United Nations Environment Programme and the Director-General of the Food and Agriculture Organization of the United Nations, subject to such arrangements as shall be agreed between them and approved by the Conference of the Parties”,

Recalling the decision of the United Nations General Assembly, contained in section II of its resolution 2997 (XXVII) of 15 December 1972, to establish the environment secretariat headed by the Executive Director of the United Nations Environment Programme (“UNEP”), who is responsible to perform, *inter alia*, such functions as may be entrusted to him by the Governing Council of the UNEP, and recalling, in that context, decision 21/4 of 9 February 2001 authorizing the participation of the secretariat of UNEP in the Secretariat to the Convention,

Recalling that the Food and Agriculture Organization of the United Nations (“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 supported the primary role of FAO and UNEP in the Interim Secretariat the Convention Secretariat.

* The present annex is reproduced as received, without formal editing.

Recalling the decision of Conference of the Parties, RC-1/9 whereby the Conference of the Parties 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 arrangements for the performance of the Secretariat functions, possibly based on the same elements as in the earlier arrangements”,

Recalling also decision RC-2/5, in which the Conference of the Parties approved the “arrangements by the Executive Director of the United Nations Environment Programme and the Director-General of the Food and Agriculture Organization of the United Nations for the performance of the secretariat functions for the Convention”, that were concluded in a memorandum of understanding which entered into force on 28 November 2005 (the “UNEP-FAO MoU”),

Acknowledging the successful operation to date of the UNEP-FAO MoU and, in particular, its continuous validity and the effective coordination by the Executive Secretaries of the Rotterdam Convention appointed by the Executive Director and the Director-General, respectively, in carrying out their shared responsibilities,

Recognizing that the Convention and the decisions of the Conference of the Parties alone guide the implementation of the Convention and its programme of work and direct the management of its Secretariat on all substantive issues,

Recalling decision BC.Ex-1/1 of the Conference of the Parties to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, decision RC.Ex-1/1 of the Conference of the Parties to the Rotterdam Convention and decision SC.Ex-1/1 of the Conference of the Parties to the Stockholm Convention on Persistent Organic Pollutants, whereby each Conference of the Parties decided to establish a joint head function of the Basel Convention Secretariat, the Stockholm Convention Secretariat and the UNEP part of the Rotterdam Convention Secretariat,

Recalling also decisions RC-6/15, RC-7/14 and RC-8/16,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. Basic principles

1. The Executive Director and the Director-General jointly perform the secretariat functions for the Convention as provided for in Article 19, paragraph 3, of the Convention, unless the Conference of the Parties decides, by a three-fourths majority of the Parties present and voting, to entrust the secretariat functions to one or more other competent international organizations, should it find that the Secretariat is not functioning as intended. In doing so, the Executive Director and the Director-General recognise the legal autonomy of the Convention in relation to UNEP and to FAO and the role and function of the Secretariat, as a body to the Convention, to serve the Convention and its Parties.
2. The relationship between FAO and UNEP in providing the secretariat functions is regulated by the UNEP-FAO MoU, which is set out in English only in annex 2 to the present Memorandum of Understanding, which is an autonomous legal instrument. The Conference of the Parties recognizes the successful operation of the UNEP-FAO MoU and acknowledges that the arrangements for both parts of the Secretariat hosted by UNEP and FAO respectively continue to be governed by the UNEP-FAO MoU.
3. FAO and UNEP will assume the responsibilities as described in the UNEP-FAO MoU on the basis of their areas of competence, comparative strengths and experience, FAO having primarily 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.
4. Pursuant to the UNEP-FAO MoU, the Executive Director and the Director-General will assist each other in carrying out their responsibilities, in support of the effective and efficient performance of the secretariat responsibilities and will share overall responsibility for carrying them out in a cooperative manner.
5. The Conference of the Parties acknowledges that the Executive Director and the Director-General are required to comply with the relevant rules, regulations and administrative issuances or procedures, as applicable, of the United Nations, UNEP, and FAO in the provision of the functions of the Convention Secretariat, which should be in conformity with the requirements of the Convention and its Parties and consistent with the relevant decisions of the Conference of the Parties.

6. The Conference of the Parties, the Executive Director and the Director-General recognize that efficient and cost effective operation of the Convention Secretariat is of paramount importance for the effective operations of the Convention. The Executive Director and the Director-General are guided by this principle in performing the secretariat functions listed in Article 19 of the Convention.

7. The Conference of the Parties, the Executive Director and the Director-General take full account of each others' views on any significant action they intend, within their respective mandates, which may affect i) the interests of the Parties to the Convention, the Secretariat, UNEP, FAO, or ii) the efficient and effective administration of the Convention or of the rules and regulations of the United Nations, UNEP and FAO.

8. The Conference of the Parties acknowledges that the Executive Director and the Director-General or their designated representatives are likely to be present when the Conference of the Parties considers and decides on a course of action; however, the Conference of the Parties is not necessarily present when the Executive Director and the Director-General do so. There may be actions or decisions to be taken by the Executive Director and the Director-General having policy or other implications for the operation of the Convention or its Secretariat in respect of which the Executive Secretaries and the Conference of the Parties should be informed. In such cases, it is of particular importance that the Executive Director and the Director-General involve the Executive Secretaries in the decision-making or action-taking process and, if appropriate, consult with the Conference of the Parties. In the event of differing opinions, the Conference of the Parties, the Executive Director and the Director-General should seek to develop a course of action that is mutually acceptable in advance of taking action.

9. The Conference of the Parties acknowledges that its President is expected to keep all of the Parties to the Convention apprised of his or her interaction with the Executive Director and the Director-General on behalf of the Conference of the Parties.

10. As provided in paragraph 3 of article 19 of the Convention, the secretariat functions for the Convention are performed jointly by the Executive Director and the Director-General, subject to such arrangements as shall be agreed between them and approved by the Conference of the Parties. In accordance with various decisions of the Conference of the Parties, an Executive Secretary, who is the joint head of the Secretariats of the Basel, Stockholm Conventions and of the UNEP-part of the Secretariat of the Rotterdam Convention, will be appointed by the Executive Director as a UNEP staff member in accordance with the United Nations staff rules and regulations. As provided in the UNEP-FAO MoU, this Executive Secretary, located in Geneva shares the position of Executive Secretary of the Rotterdam Convention Secretariat with an Executive Secretary appointed by the Director-General as an FAO staff member and located in Rome.

II. United Nations Environment Programme (UNEP)

A. Executive Secretary and staff of the Secretariat

11. The Executive Director will arrange for the recruitment of the Executive Secretary in accordance with the structure of the Secretariat set out in the applicable decisions of the Conference of the Parties, who will be selected in accordance with the United Nations staff rules and regulations. It is noted that in accordance with the relevant staff regulations and rules of the United Nations governing staff selection applicable to UNEP, recommendations for selection for position of the Executive Secretary at the D-2 level will be made by the Executive Director to the Senior Review Group of the United Nations Secretariat for review. Upon review, the Senior Review Group will make its recommendation to the Secretary-General of the United Nations, who will make the selection decision.

12. The Executive Director, bearing in mind the relevant decisions of the Conference of the Parties, will consult with the Conference of the Parties through its President, or a Vice-President designated by the President in his/her absence, on the recruitment, selection, and appointment of the Executive Secretary and will ensure that the United Nations staff rules and regulations applicable to UNEP will govern the recruitment, selection, and appointment of all UNEP secretariat staff, including the Executive Secretary.

13. Subject to paragraph 12 above, the Executive Director may respectively extend or discontinue the contract of the Executive Secretary in accordance with the United Nations rules and regulations. To the extent possible within his/her powers, the Executive Director is encouraged to consult with the Conference of the Parties through its President as appropriate at all stages of this process.

14. The Executive Director will provide the necessary administrative and financial support within the approved and available financial resources of the Secretariat or Convention to ensure that the Secretariat operates with the necessary human resources. The Executive Director will ensure that any vacancy occurring among the staff of the UNEP part of the Secretariat will be filled in accordance with the United Nations staff rules and regulations applicable to UNEP as soon as possible, noting the knowledge, experience and expertise required for such posts. The Executive Director, in accordance with the United Nations rules and regulations as applicable to UNEP may delegate to the Executive Secretary the authority to take appointment decisions for the staff of the UNEP-part of the Secretariat.

15. The Executive Director will ensure that the needs of the UNEP-part of the Secretariat for Junior Professional Officers (JPOs) are, unless specified otherwise by donor governments, fully included without prioritization by UNEP, in the list that UNEP annually shares with donor governments supporting JPOs.

16. The Executive Director, including through the Executive Secretary, as appropriate, will advise the Conference of the Parties of any unforeseen delays in filling any posts, recruiting gratis personnel or JPOs or other human resources matters related to the UNEP part of the Secretariat. The Executive Director understands the importance of, reporting to the Convention's governing bodies on the status of such recruitments.

B. Delegation of authority

17. Consistent with the UNEP-FAO MoU, the Executive Director delegates the necessary authority to the Executive Secretary on administrative and financial matters to enable the Executive Secretary to manage, take decisions and represent the Secretariat with the level of autonomy required for maintaining the efficient and cost-effective operations of the Secretariat. Such delegation covers, inter alia, programme management, financial and physical resources management, human resources management and any other related matters, where decisions by the Executive Secretary may be required for the effective operation of the UNEP part of the Secretariat.

18. The Executive Secretary may, in turn, delegate this authority further down either along reporting lines and/or to a manager within the Secretariat with a clear understanding that he/she, however, retains full accountability and responsibility for any wrong doing by his/her subordinates.

19. UNEP has adopted a delegation of authority policy and framework (DAPF) for the management and administration of the secretariats of multilateral environmental agreements, which came into force on 1 November 2016. The Executive Director will ensure that the Executive Secretary exercises any such delegated authority in accordance with the applicable rules and regulations of the United Nations and UNEP and the Executive Director's commitments in this Memorandum of Understanding. In the event of intended actions or decisions by the Executive Director in relation to the DAPF having policy or other implications for the operation of the Convention or its Secretariat the Executive Director will involve the Executive Secretary in the decision-making or action-taking process and, if needed, consult with the Conference of the Parties.

C. Administrative and programme support costs

20. The Executive Director will work with the Executive Secretary to determine the Convention's administrative service requirements and to identify the most efficient means by which to ensure that the Convention receives the necessary administrative and financial support, within the available financial resources, in accordance with the rules and regulations of the UN and UNEP and consistent with the decisions of the Conference of the Parties, in particular decision RC-1/4 of the Conference of the Parties on the "financial rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat", as amended by decision RC-5/1. The Executive Director will consult the Director-General as appropriate.

21. In particular, the Executive Director will allocate an appropriate share, which should initially not be less than 67% of the annual Programme Support Costs (PSC) income attributable to all of the trust funds of the Convention to the Secretariat. The allocation will be based upon receipt of an annual cost plan that demonstrates that these funds will be used efficiently and effectively in support of Convention activities.

22. The Executive Director will also allocate an appropriate share, which should initially not be more than 33%, of the PSC income attributable to all of the trust funds of the Convention to finance the part of UNEP's central administrative services that support the Rotterdam Convention. The central administrative services are set out in English only in annex 1 to the present Memorandum of

Understanding, including those performed by UNON and UNOG on behalf of UNEP, the UN's Office of Internal Oversight Services (OIOS) and the Board of Auditors.

23. In accordance with the applicable UN administrative instructions,³ the statement of the Programme Support account will be included in the published financial statements of UNEP. The Executive Director will provide full transparency in respect of the allocation of PSC between the Secretariat and central administrative services.

24. Pursuant to decision RC-1/4 on the "financial rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat", as amended by decision RC-5/1, the Conference of the Parties reimburses UNEP for the services provided to the Conference of the Parties, its subsidiary bodies and the Convention Secretariat from the funds referred to in rule 4 (paragraphs 1, 3 and 4) of these financial rules and in paragraph 21 of the present Memorandum of Understanding, on such terms as may from time to time be agreed upon in writing between the Conference of the Parties, UNEP and FAO, or, in the absence of such agreement, in accordance with the general policy of the United Nations.

D. Financial matters and budgets

25. The financial operations of the Convention are recorded in trust funds established in accordance with Financial Regulations and Rules of the United Nations, Article V of the General Procedures Governing the Operation of the Funds of the United Nations Environment Programme and consistent with the financial rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat, in particular set out in decision RC-1/4 of the Conference of the Parties as amended by decision RC-5/1. In respect of matters not specifically provided for by the rules as contained in these decisions, the Financial Regulations and Rules of the United Nations shall apply and in the event of any conflict between the decisions of the Conference of the Parties and the Financial Regulations and Rules of the United Nations, the Financial Regulations and Rules of the United Nations shall prevail.

26. Pursuant to decision RC-1/4 on the "financial rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat", as amended by decision RC-5/1, the accounts and financial management of all funds governed by these rules shall be subject to the internal and external audit process of the United Nations. An interim statement of accounts for the first year of the financial period shall be provided to the Conference of the Parties during the second year of the period, and a final audited statement of accounts for the full financial period shall be provided to the Conference of the Parties as soon as possible after the accounts for the financial period are closed. The Conference of the Parties shall be informed of any relevant remarks in the reports of the United Nations Board of Auditors on financial statements of UNEP.

27. The Conference of the Parties to the Convention, including through its President, oversee the development and execution of the budget managed by the Secretariat as derived from the trust funds of the Convention.

28. The Executive Director will ensure that the Executive Secretary will comply with the specific decisions adopted at each meeting of the Conference of the Parties, including with respect to matters related to the financing and budgeting of the Secretariat, taking into account the availability of resources and in accordance with the Financial Regulations and Rules of the United Nations, UNEP.

29. The Conference of the Parties understands that a copy of the draft Secretariat budget will be shared with the Executive Director and the Director-General for review and comments before the final proposed budget is submitted by the Executive Secretaries for consideration by the Conference of the Parties at its next meeting.

E. Performance evaluation and management review

30. Evaluation of the performance of the staff and other relevant personnel of the UNEP part of the Secretariat is conducted in accordance with the relevant rules and regulations of the United Nations as applied to UNEP.

31. Through the delegation of authority referred to in section B above, the Executive Secretary will manage the performance of all staff of the UNEP part of the Secretariat other than himself/herself. The Executive Director or his/her Deputy will appraise the performances of the Executive Secretary.

³ ST/AI/286.

Performance appraisal will be conducted through the United Nations performance management and evaluation system currently in use.

32. The Executive Director will ensure the Conference of the Parties has access to information regarding the applicable criteria for performance appraisal under the United Nations performance management and evaluation system.

33. In case of appraising the programmatic performance of the Executive Secretary, and his/her subordinate staff, the Executive Director acknowledges that the substantive work programme of the Secretariat is determined by the Conference of the Parties and its subsidiary bodies alone.

34. The Executive Director will ensure that the Executive Secretary acts in conformity with the provisions of the Convention, in particular with its Articles 18 and 19, as well as with the rules and regulations of the United Nations on these and other substantive functions as may be entrusted to the Secretariat by the Parties to the Convention.

35. The Executive Director will ensure that the Executive Secretary implements the decisions and conclusions of the Conference of the Parties, during and between the meetings of the Conference of the Parties.

36. The Executive Director will consult with the Conference of the Parties on any matter with respect to the performance of the Executive Secretary. The Executive Director will invite the Conference of the Parties, through its President, to provide comments regarding the performance of the Executive Secretary prior to commencing that person's performance appraisal.

37. At the request of the Executive Director or by his/her own initiative, the Executive Secretary may, in consultation with the Conference of the Parties or at its request, commission an independent management review of the Secretariat 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 Executive Secretary will keep the Conference of the Parties and the Executive Director fully informed of any such reviews that are undertaken.

F. Implementation of the Agreement

38. The Conference of the Parties and the Executive Director, keeping the Executive Secretary informed, 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 Conference of the Parties, who will seek the views of the Parties to the Convention and reflect these during the consultations, or may be conducted as otherwise mutually determined by the Conference of the Parties and the Executive Director.

39. On specific issues, the President may designate the Vice-Presidents of the Conference of the Parties to conduct such consultations. The Executive Director, in his/her absence, may be represented by designated senior representatives, or consultations may take place as otherwise mutually determined by the Conference of the Parties and the Executive Director.

40. In case of any difference of opinion regarding the implementation or interpretation of the present Memorandum of Understanding, the Executive Director and the Conference of the Parties through its President will hold consultations and make every effort to reach a mutually acceptable outcome.

III. Food and Agriculture Organization of the United Nations (FAO)

A. Executive Secretary and staff of the Secretariat

41. The Director-General will appoint the Executive Secretary and the personnel of the FAO part of the Secretariat in accordance with the provisions contained in the UNEP-FAO MoU, as well as FAO rules, regulations and policies, as regularly updated.

42. Pursuant to the UNEP-FAO MoU, the Director-General will continue to provide and maintain staff and resources in line with the decisions and authorizations of FAO governing bodies and the budgets approved by the Conference of the Parties. In appointing the staff, subject to the paramount importance of securing the highest standards of efficiency and of technical competence, the Director-General shall pay due regard to the importance of selecting personnel recruited on as wide as geographical basis as is possible.

B. Delegation of authority

43. The Director-General will delegate his/her authority to the Executive Secretary of the FAO part of the Secretariat in accordance with the provisions contained in the UNEP-FAO MoU, as well as FAO rules, regulations, policies and procedures, as regularly updated. In particular, pursuant to the UNEP-FAO MoU, the Executive Secretary will represent the Secretariat and carry out its functions, including inter alia, in relation to the following:

(a) Without prejudice to the provisions of Article 2.10 of the UNEP-FAO MoU, 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 FAO.

C. Administrative and programme support costs

44. Support costs to be levied by FAO in relation to its expenditures will be applied in line with the prevailing support cost of the Organization.

D. Financial matters and budgets

45. The financial operations of the FAO part of the Secretariat will be dealt with in accordance with FAO financial rules and regulations.

E. Performance evaluation and management review

46. Evaluation of the performance of the Secretariat staff, including the Secretary, of the FAO part of the Secretariat will be conducted in accordance with the relevant rules, regulations policies and procedures of FAO.

IV. Report

47. The Executive Director and the Director-General will submit, 90 (ninety) days in advance of each ordinary meeting of the Conference of the Parties, a report on the implementation of this Memorandum of Understanding.

48. The report will provide the Parties to the Convention with detailed information on administration services provided to the Convention by UNEP and include a financial statement on the allocation of PSC between the Secretariat and central administrative services with the understanding that the level of details will be consistent with the needs of the Parties to the Convention and within the procedures applicable to UNEP.

V. Programmatic relationship

49. The Conference of the Parties understands that the Convention may provide a context for implementation of certain aspects of the Medium-term Strategy and the programme of work of UNEP, through its Costed Programme of Work, Revised Strategic Framework, the Medium Term Plan, and the Programme of Work and Budget of FAO, and vice versa, subject to the approval of the Conference of the Parties and to the extent consistent with the Convention.

50. The Executive Director will consult with the Executive Secretary on activities which UNEP might undertake in providing programmatic support to the Convention. The Executive Secretary will consult with the Executive Director on activities which might be undertaken within the framework and mandate of the Convention for implementation of certain aspects of the Medium-term Strategy and programme of work of UNEP.

51. The Executive Director and the Executive Secretary will consult with each other in the planning, development and implementation of any projects and programmes that relate to the provision of support for the implementation of the Convention and in any joint funding arrangements for implementing the Convention which are, or are proposed to be, arranged with donors.

52. The Executive Director may call meetings of secretariats of multilateral environmental agreements, as well as joint meetings of all senior staff employed through UNEP, and invite the Executive Secretary to participate in those meetings. The Executive Director may meet the costs of travel and other expenses related to the Executive Secretary's participation in any such meetings.

53. The Conference of the Parties, will be informed by the Executive Secretaries regarding programmatic support referred to in paragraph 50, and about the meetings referred to in paragraph 52.

VI. Final provisions

54. The present Memorandum of Understanding does not impose, nor is it intended to impose, any legally binding commitments.

55. The present Memorandum of Understanding is entered into without prejudice to any administrative arrangements which might be agreed upon between UNEP, the FAO and the Rotterdam Convention or any other relevant multilateral environmental agreements in the future.

56. This Memorandum of Understanding becomes operative on the last date on which the Conference of the Parties, represented by its President, the Executive Director and the Director-General have signed.

57. This Memorandum of Understanding is to be read in conjunction with the Memorandum of Understanding between the Executive Director and the Director-General 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, as adopted in decision RC-2/5.

58. The present Memorandum of Understanding may, at the request of the Parties to it, be reviewed at any time, including with a view to amending or terminating it. Without prejudice to the rules of procedure for meetings of the Conference of the Parties, such a request, to be made by the Bureau on behalf of the Conference of the Parties, by the Executive Director or the Director-General, will be made at least 4 (four) months in advance and will then be addressed at the next meeting of the Conference of the Parties. Any modifications to, including termination of, the present Memorandum of Understanding will be mutually agreed in writing between the Parties to it.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties to the present Memorandum of Understanding affix their signatures below.

**For the United Nations
Environment Programme:**

**For the Food and Agriculture Organization
of the United Nations**

Ms. Joyce Msuya
Acting Executive Director

Mr. José Graziano da Silva
Director-General

Date: _____

Date: _____

**For the Conference of the Parties to
the Rotterdam Convention on the
Prior Informed Consent Procedure for
Certain Hazardous Chemicals and
Pesticides in International Trade:**

Mr. Osvaldo Álvarez-Pérez
President

Date: _____

Annex 1 to the Memorandum of Understanding

[English only]

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>

Service Category	Description
<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>	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. UN Cares, the UN system-wide program on HIV, is designed to reduce the impact of HIV in the UN workplace.
Budget and Finance	Preparation, management, oversight and reporting of budgets and financial resources of the governing bodies and donors.
<i>Budgeting / Fund Management</i>	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. Creating, maintaining and closing Trust Funds.
<i>General Accounting / Financial Statements</i>	Authority to sign the consolidated financial statements rests with the Executive Director. Extracts from the consolidated statements are signed by UNON. 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.
<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.

Service Category	Description
	<p>Legal and institutional support in disciplinary procedures; provision of legal advice in cases of alleged misconduct and relevant investigations.</p> <p>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.</p> <p>Provision of legal advice on human resources issues e.g., interpretation of the Staff Regulations and Rules, advise on outside activities, separation from 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>	<p>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.</p>
<i>Inventory / Asset Management</i>	<p>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.</p>
<i>Travel, Shipping and Visa</i>	<p>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.</p>
<i>Host Country Relations</i>	<p>In addition to administering the hosting agreement with the country of duty station, the services include re-entry 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 emergency situations and for VIPs.</p>
<i>Facilities Management</i>	<p>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.</p>
<i>Mail Pouch</i>	<p>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.</p>
<i>Archives/Document Management</i>	<p>Advising on and overseeing the implementation of policies for the management of archives in accordance with established archival standards and practices.</p> <p>Maintaining and managing archives.</p>

Service Category	Description
<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>	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. Access to corporate internet/intranet and mail systems.
<i>Software development and maintenance</i>	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.
<i>Help desk services</i>	Provision of local and global services to staff in resolving various IT related issues for the UN enterprise applications.

*** 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)

Annex 2 to the Memorandum of Understanding

[English only]

**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.

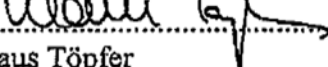
3.2 The Trustee of those trust funds shall be reimbursed for the services provided to the Conference of the Parties, its subsidiary bodies and the Convention Secretariat in accordance with Rule 22 of the "Financial Rules for the Conference of the Parties, its subsidiary bodies and the Convention Secretariat",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

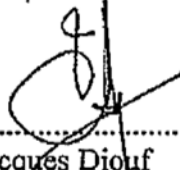
3.3 Further details on the management of the trust funds under the Convention will be agreed by the Executive Director of UNEP and the Director-General of FAO in a separate document.

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: