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MEDITERRANEAN ACTION PLAN

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

Rabat, Morocco, 5-6 May 2010

DRAFT TEMPLATE COUNTRY AGREEMENT FOR MAP REGIONAL ACTIVITY CENTRES

**AGREEMENT BETWEEN
THE GOVERNMENT OF
AND
THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)
CONCERNING
AS A REGIONAL ACTIVITY CENTRE (RAC) OF THE
MEDITERRANEAN ACTION PLAN (MAP)**

DRAFT

The Parties to the present Agreement,

Desiring to define the status of in its capacity as a Regional Activity Centre of MAP insofar as the Contracting Parties to the Barcelona Convention have agreed to vest it with a mandate [through the Protocol on...../decision.....] for carrying out activities aimed at implementing the Protocol on at the regional level; and other regional responsibilities in accordance with the decisions of the Meetings of the Contracting Parties of the Barcelona Convention and its Protocols;

Considering that UNEP has been entrusted by the Contracting Parties to carry out functions of Secretariat and support them in implementing the Barcelona Convention and its Protocols, which it carries out directly through the Coordinating Unit of the Mediterranean Action Plan (MAP) or, under Coordinating Unit's supervision, through MAP's Regional Activity Centers;

Taking into account that the RAC..... being the national entity established by the Government to carry the RAC's functions and being legally independent from the UN, is a RAC of the Mediterranean Action Plan (MAP), and has thereby been entrusted with a supporting and technical role in accordance with the functions assigned to it in Article of the Protocol/in paragraph..... and Decision

Recalling decision IG 17/5 of the 15th Meeting of the Contracting Parties (Almeria, Spain, January 2008) entitled "Governance Paper", requesting the harmonization of the institutional status of the Regional Activity Centers and the coherent implementation of their activities led by the Coordinating Unit for the Mediterranean Action Plan so that a fully functional and consolidated system of good governance for MAP will be achieved;

Recalling decision IG 19/5 on the mandates of the MAP components, as adopted by the 16th Meeting of the Contracting Parties (Marrakech, Morocco, November 2009) providing for a clear definition of the regional mandates and main tasks of each of the MAP Regional Activity Centers under a set of common strategic and operational principles;

Recalling, also that the Government of is a Party to the Convention on Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946,

Have agreed as follows:

ARTICLE 1: USE OF TERMS

For the purposes of the present Agreement, the following definitions shall apply:

- (a) “*Barcelona Convention*” means the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean, done at Barcelona on 16 February 1976, as amended on 10 June 1995;
- (b) “*UNEP*” means the body designated as responsible for carrying out secretariat functions pursuant to Article 17 of the Barcelona Convention and referred to as the Secretariat;
- (c) “*Coordinating Unit for the Mediterranean Action Plan*” (hereinafter referred to as MAP Coordinating Unit) means the Unit within the United Nations Environment Programme (UNEP) designated by the Executive Director of UNEP as responsible for the administration of MAP;
- (d) “*General Convention*” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- (e) “*RAC*” means the national entity established by the Government of....., as MAP Regional Activity Centre{title} by decision{number} of the meeting of the Contracting Parties in {year}.
- (f) MAP components are the Regional Activity Centers of MAP and the MEDPOL Programme which mandates are described in Decision IG 17/5.

ARTICLE 2: PURPOSE

1. The purpose of this Agreement is to regulate the status of the Regional Activity Centre....., to operate as an integral part of MAP, with regional tasks and responsibilities, whose work is entirely focused on the implementation of the Barcelona Convention and its Protocol on.....
2. This agreement also aims at outlining the modality of working relationships with the MAP Coordinating Unit and the other MAP components.

ARTICLE 3: LEGAL CAPACITY

The RAC..... shall have legal personality, independent from that of UNEP and the UN, and as accorded by the legislation of the Government of..... It shall in particular have the capacity to contract, to acquire and dispose movable and immovable property and to be a party to legal proceedings, including the receipt and management of funds.

ARTICLE 4: PREMISES

1. The Government of shall ensure the availability of adequate premises needed for the work of the RAC, including furnishing of the premises, telecommunication facilities and maintenance of these premises and facilities, and shall provide an in-cash counterpart contribution for the general operation of the RAC and for the implementation of the regional activities assigned to the RAC.
2. The RAC shall be located in{place}.

ARTICLE 5: MANDATE AND TASKS

1. In carrying out its regional role, the RAC, following internal arrangements with the government of..... , who proposed it, shall perform the tasks assigned to it by the Protocol onof the Barcelona Convention, decisions of the Meetings of the Contracting Parties, and those deriving from the implementation of the functions entrusted to it by the Coordinator of MAP.
2. Specific activities under such tasks, as well as the relevant implementation modalities and legal and financial obligations of the RAC, shall be specified in memoranda of understanding and specific project documents to be signed between the RAC and UNEP.
3. The RAC shall protect, in accordance with the decisions of the Contracting Parties, the confidentiality of information transmitted to the RAC, in the framework of its mandate, regional role and tasks.

ARTICLE 6: FINANCIAL RESOURCES

1. The contribution provided by the Government of for the RAC under Article 4(1) shall be paid directly by the Government to the RAC. The amount of such resources (cash and kind) shall be pledged at the Meetings of the Contracting Parties to the Convention.
2. The financial resources provided to the RAC through the Mediterranean Trust Fund (MTF) shall be kept by UNEP in a duly designated bank account in the currency in which they are to be remitted. These resources will be available to the RAC for the implementation of its programme of work as adopted by the Meetings of the Contracting Parties, in conformity with the memoranda of understanding and specific project documents signed for that purpose between the RAC and UNEP.
3. The RAC shall submit an annual audit report to the MAP Coordinating Unit and the Bureau of the Contracting Parties. The RAC will ensure that such audit is performed by an independent and reputable audit firm.
4. The MAP Coordinating Unit reserves the right to have the records of the RAC related to the MTF and UNEP managed funds reviewed and audited, in accordance with the internal and external auditing procedures provided for in the UN Financial Regulations and Rules. The Government and the RAC agrees to provide its full and timely cooperation with any such inspection, post-payment audits or investigations. These rights and obligations of the Parties stipulated herein under Article 6 paragraph 4 shall not lapse upon termination of this agreement.

5. Within the scope of its applicable regulations, rules and standard business practices, the Government of and UNEP, individually or jointly, shall seek additional funding or other support for the RAC from sources other than the Mediterranean Trust Fund, in the framework of a MAP Joint Resource Mobilisation Plan and for the purpose of increasing the capacity of the RAC in the implementation of its programme of work as adopted by the Meetings of the Contracting Parties.

ARTICLE 7: MEETINGS AND CONFERENCES

1. Meetings and Conferences organized by the RAC in carrying out its mandate and regional tasks shall be open to all participants designated by the focal points of the Contracting Parties to the Convention and MAP Partners in accordance with the decisions of the Meetings of the Contracting Parties.
2. The Government of shall extend to such participants the privileges and immunities provided under Article IV of the General Convention. Such immunities will be provided to participants to meetings convened under UNEP auspices, to funds provided by UNEP and to the UNEP staff assigned to work with the RAC for the meeting.

ARTICLE 8: EMBLEMS, LOGOS, LANGUAGE, VISIBILITY

1. The RAC's right to use of the name, emblem or logos of UNEP, or any abbreviation thereof, in publications and documents produced by the RAC, is subject to prior written authorization by UNEP in each case and shall be included in subsequent pertinent agreements between the RAC and UNEP, in accordance with the UN regulations, rules and standard business practices.
2. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.
3. As MAP working languages are English and French, all efforts shall be made to use both languages in meetings and RAC's publications.
4. The RAC shall contribute to enhancing the impact and overall visibility of MAP across the region on the basis of a corporate and integrated approach as decided by the Meetings of the Contracting Parties.

ARTICLE 9: RELATIONSHIPS

1. The RAC shall provide information on the implementation of its mandate and activities to the focal points of the Contracting Parties to the Convention. For the preparation and implementation of the programmes of work and its specific technical outputs the RAC is guided by the RAC focal points views, to whose meetings it provides technical support and secretariat services, as appropriate.
2. The Government of shall designate a competent government authority to communicate and exchange information with the RAC and to support and facilitate, as appropriate, the implementation of the RAC's mandate and regional tasks within the country.

3. The activities of the RAC shall be carried out under the general programmatic guidance and oversight of the MAP Coordinating Unit which certifies implementation of the entrusted activities. To this end, the MAP Coordinating Unit shall *inter alia*:
 - a) monitor the implementation of the RAC's programme of work as adopted by the Meetings of the Contracting Parties and report regularly to the Contracting Parties thereon;
 - b) provide formal and informal guidance to the RAC on issues requiring its involvement in the RAC's work, particularly on cross-cutting issues, issues of legal nature, visibility of the MAP system, coordination of the RAC's activities with that of other MAP components and overall representation and coordination with various international organizations and programmers of MAP relevance;
 - c) undertake any additional action to facilitate the more effective and efficient programmatic coordination and oversight that may be assigned to it by the Meetings of the Contracting Parties
4. The RAC shall closely cooperate with other MAP components with a view to ensuring coherence, integration, efficiency and effectiveness in implementing MAP's programme of work as adopted by the Meetings of the Contracting Parties.

ARTICLE 10: GOVERNANCE STRUCTURE

Insofar as the Contracting Parties have given to the RAC the mandate to implement activities under the MAP and in particular the Protocol on....., and that the government ofproposed to host the RAC and abide by the decisions of the Contracting Parties as regards the functioning of the RAC and the provision of the necessary means and facilities for its operation, further to the agreement of the Contracting Parties, the Governance Structure of the RAC shall be as follows:

(A) The Steering Committee

1. The RAC shall be guided by a Steering Committee composed of:
 - a) One Representative of the Host Country;
 - b) One Representative of the MAP Coordinating Unit;
 - c) One Representative of the UNEP programmatic area or UN entity that is relevant to the area of expertise and mandate of the RAC, as appropriate
2. The Steering Committee shall be endowed with all powers necessary for the guidance of the RAC. To this end, it shall *inter alia*:
 - a) Advice on evolving international knowledge and experiences related to the purpose and mandate of the RAC and on useful synergies to be established with relevant organisations with a view to maximizing the achievements of the RAC and compliance of its mandate;

- b) Review generally the implementation of projects according to memoranda of understanding and project documents signed between the RAC and UNEP, as well as overall operational issues;
3. The Steering Committee shall develop and adopt its rules of procedure.

(B) The Advisory Board

1. The RAC may establish an Advisory Board which shall offer advice to the Steering Committee and to the Director on the role and the performance of the tasks of the RAC as provided in Article 5, ensuring that a wider perspective is taken into account and an interdisciplinary and integrated approach is promoted.
2. The specific terms of the function of the Advisory Board and its composition are approved by the Steering Committee.

(C) Director

1. The RAC shall have a full-time Director, who shall administer the RAC, and such personnel, appointed in accordance with the provisions of this Article, as is necessary for the exercise of its functions.
2. The Director of the RAC shall be appointed following consultations with the MAP Coordinating Unit.
3. The Director shall represent the RAC and, subject to the provisions of the present Agreement, shall have responsibility for the operation and administration of the RAC in conformity with the guidelines adopted by the Steering Committee.
4. The Director shall convene the Steering Committee as need be, prepare the provisional agenda for its sessions and submit to it any proposals which he/she considers desirable for the running of the RAC.
5. The Director shall draw up and submit every six months a report to the MAP Coordinating Unit, an annual report to the Steering Committee, and a bi-annual report to the Meetings of the Contracting Parties to the Barcelona Convention on the activities of the RAC, through the MAP Coordinating Unit.
6. The Director shall, from time to time, communicate to the government ofand the MAP Coordinating Unit a list of all internationally recruited personnel and experts of the RAC, and additions or amendments to the list as necessary.

(D) PERSONNEL

1. Locally recruited personnel, whose posts are financed by the Government, will be appointed by the Director in accordance with the national law.
2. Locally recruited non-UN personnel, whose posts, in accordance with the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its protocols, are financed from the MTF and other UNEP managed funds, shall be appointed by the Director in accordance with the personnel policies applicable to the RAC, and after consultation with the MAP Coordinating Unit.
3. Internationally recruited non-UN personnel, whose posts, in accordance with the decisions of the Meetings of the Contracting Parties to the Barcelona Convention and its protocols, are financed from the MTF and other UNEP managed funds, shall be

appointed by the Director, in accordance with the personnel policies applicable to the RAC, and after consultation with the MAP Coordinating Unit.

4. The selection and appointment of UN personnel assigned to the RAC shall follow the applicable UN rules and procedures.
5. Consultants for the RAC, whose engagement is financed from the MTF and other UNEP managed funds shall be selected by the RAC following UNEP criteria and policies as well as those adopted by the Meetings of the Contracting Parties.
6. The Government of shall take the necessary steps to simplify the procedures for issuing entry visas, residence permits, and work permits to internationally recruited personnel and members of their families forming part of their households. In the case of UN personnel assigned to the RAC, the provisions of the General Convention shall apply.
7. The Government of shall take the necessary steps to simplify the procedures for granting entry visas to representatives or experts of the Contracting Parties on official MAP business.

ARTICLE 11: PRIVILEGES AND IMMUNITIES OF UNEP PROPERTY, FUNDS AND ASSETS

1. Property, funds and assets held by or for the use of the RAC, which were acquired with financing from the MTF and other UNEP managed funds, and which are property of UNEP, wherever located and by whosoever held, shall enjoy immunity from any form of legal process.
2. UNEP's property, funds and assets, as defined in paragraph 1, shall be exempt from all direct taxes, value added tax, customs duties, prohibitions and restrictions on imports and exports, and social security contributions, as appropriate.
3. The salaries and emoluments of staff appointed by UNEP shall be exempt from taxation.
4. UNEP's archives held by the RAC in the exercise of its mandate and regional tasks shall be inviolable. The term archives includes, *inter alia*, all records, correspondence, documents, manuscripts, photographs, films, recording, discs, tapes and other information storage devices.

ARTICLE 12: PRIVILEGES AND IMMUNITIES OF UN PERSONNEL AND EXPERTS
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UN personnel assigned to work in the RAC and experts on missions traveling to in their official capacity in connection with the activities of the RAC, shall enjoy the privileges and immunities provided for in Articles V and VI of the General Convention.

ARTICLE 13: SETTLEMENT OF DISPUTES

The Parties to the present agreement shall endeavour to solve any dispute relating to

its interpretation and application by negotiation or other amicable mode of settlement. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either Party, be referred to arbitration in accordance with the UN Commission on International Trade Law (UNCITRAL) arbitration rules then prevailing.

ARTICLE 14: AMENDMENT OF THE AGREEMENT

At the request of either Party, consultations shall take place with respect to amendment of this agreement. Any such amendment shall be given effect by written agreement between the Parties.

ARTICLE 15: FINAL CLAUSES

1. The present agreement shall enter into force either one year after the signature by both Parties; or on the first date by which the Government has confirmed to UNEP that the Government's conditions precedent have been satisfied, whichever occurs earlier. During the transitional period, from the signature date to entry into force, the Government shall communicate to UNEP every four months, information on measures taken to implement its conditions precedent.
2. For the purpose of Article 15 paragraph 1 above, the Government's conditions precedent include the following:
 - i) Establishment of the RAC by the Government in accordance with Article 3 above;
 - ii) Provision of adequate premises needed for the RAC and/or any other conditions precedent, as deemed appropriate.
3. From the date of its entry into force, this agreement shall replace the Agreement between the Government of and the United Nations Environment Programme concerning *{Name of the relevant agreement}* of {date}
4. The present agreement may be terminated by either Party by providing six months written notice to the other Party.
5. In the event of the RAC being moved from the territory of, this agreement shall, after the period reasonably required for such transfer and for the relocation of UNEP's property from, cease to be in force.
6. The present agreement shall remain in force until terminated in accordance with paragraphs 4 or 5 above. Its content shall be reviewed every [] years.

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

.....

.....

For the United Nations Environment Programme

For the Government of....

DONE in duplicate at ----- this ----- day of -----
200-- in English and {Country} languages, both texts being equally authoritative.