

RESOLUTION 2.7

FINANCIAL AND ADMINISTRATIVE MATTERS

Recalling article V, paragraph 2 (a) and (b), of the Agreement, which states that Parties shall contribute to the budget of the Agreement in accordance to the United Nations scale of assessment,

Acknowledging with appreciation the financial and other support provided by the Government of the Federal Republic of Germany for the co-location of the Agreement Secretariat with the Secretariat of the Convention on the Conservation of Migratory Species of Wild Animals in Bonn,

Recognizing the importance of all Parties being able to participate in the implementation of the Agreement and related activities,

Appreciating the additional support given by various Parties and intergovernmental and non-governmental organizations on a voluntary basis to implement the Agreement,

Furthermore appreciating the support of the Global Environment Facility for the development of the African-Eurasian Migratory Waterbird Flyways project,

Recognizing the need to strengthen the capacity of the Secretariat of the Agreement to enable it better to serve all Parties in the Agreement area,

Aware that many Parties, particularly developing countries or countries with economies in transition, may not have the financial means to send representatives to meetings of bodies established under the Agreement,

Noting the considerable number of Contracting and non-Contracting Parties as well as organizations attending the second session of the Meeting of the Parties, and the resulting additional expenditures to Parties so incurred,

The Meeting of the Parties:

1. *Confirms* that Parties shall contribute to the budget adopted at the scale agreed upon by the Meeting of the Parties in accordance with article V, paragraph 2 (a) and (b), of the Agreement;
2. *Adopts* the budget for 2003-2005 attached as appendix I to the present resolution;
3. *Agrees* to the scale of contributions of Parties to the Agreement as listed in appendix II to the present resolution and to the application of that scale pro rata to new Parties;
4. *Agrees* that the minimum contribution shall be not less than 100 United States dollars per annum;
5. *Requests* Parties, in particular those that have to pay the minimum contribution, to consider paying for the whole triennium in one installment;
6. *Further requests* Parties to pay their contribution promptly as far as possible but in any case not later than the end of June of the year to which they relate;
7. *Takes note* of Resolution 2.4 of the Meeting of the Parties on the international implementation priorities for the period 2003-2007 and its related appendices;

8. *Urges* all Parties to make voluntary contributions to the Trust Fund to support requests from developing countries and countries with economies in transition to participate in and implement the Agreement throughout the triennium;

9. *Invites* States not Party to the Agreement, governmental, intergovernmental and non-governmental organizations and other sources to consider contributing to the implementation of the Agreement on a voluntary basis;

10. *Approves* the establishment and upgrading of the following posts, in accordance with classification of the posts by the United Nations:

P-4/P-5: Executive Secretary (as of 1 January 2003)

P-2: Technical Officer (as of mid-2004);

11. *Notes* that for administrative purposes, the post of Assistant/ Secretary is subject to reclassification during the 2003-2005 triennium;

12. *Invites* Contracting Parties as well as the United Nations Environment Programme to consider the feasibility of providing gratis personnel and/or junior professional officers, in accordance with the United Nations rules and regulations, to strengthen the capacity of the Agreement Secretariat;

13. *Requests* the Executive Director of the United Nations Environment Programme to extend the duration of the Trust Fund to 31 December 2005

14. *Approves* the terms of reference for the administration of the Agreement budget as set out in appendix III to the present resolution for the period 2003-2005.

Appendix I
Budget estimates 2003-2005

Budget line	Estimated costs in US dollars			
	2003	2004	2005	Total
10 Personnel Component				
1100 Professional Staff				
1101 Executive Secretary (P4/ P5) ^{a/}	120,000	121,000	122,000	363,000
1102 Technical Officer (P2)	0	45,000	90,000	135,000
1103 Junior Professional Officer (Information) ^{b/}	0	0	0	0
1104 Administrative and Fund Management Officer (P3) ^{c/} (part time)	0	0	0	0
1199 Total	120,000	166,000	212,000	498,000
1200 Consultants				
1201 English Translators	7,500	7,500	15,000	30,000
1202 French Translators	12,500	12,500	25,000	50,000
1203 Arabic/ Russian Translators	2,500	2,500	2,500	7,500
1204 Report Writers (at MOP and TC)	0	0	12,500	12,500
1205 Interpreters (at MOP and TC)	12,500	12,500	45,000	70,000
1220 Consultancies for MOP	25,000	25,000	50,000	100,000
1221 Consultancies to develop Information materials	15,000	15,000	15,000	45,000
1222 Consultancies regarding research/ surveys.	25,000	0	0	25,000
1299 Total	100,000	75,000	165,000	340,000
1300 Administrative support				
1301 Administrative Assistant (G4/ G6) ^{a/}	41,000	42,500	43,500	127,000
1399 Total	41,000	42,500	43,500	127,000
1600 Travel on official business				
1601 General	30,000	35,000	40,000	105,000
1602 Travel of Staff to the MOP	0	0	18,000	18,000
1603 Travel of unspecified experts	4,000	5,000	6,000	15,000
1699 Total	34,000	40,000	64,000	138,000
1999 Component Total	295,000	323,500	484,500	1,103,000
20 Subcontract Component				
2200 Subcontract component				
2201 Organization of MOP	0	0	75,000	75,000
2202 Projects (support to implementation of GEF project)	0	0	0	0
2203 Development of International Species Action Plans	0	0	0	0
2299 Total	0	0	75,000	75,000
2999 Component Total	0	0	75,000	75,000

Budget line	Estimated costs in US dollars			
	2003	2004	2005	Total
30 Training and Meetings Component				
3200 Training				
3201 Training of Staff	2,300	3,000	3,600	8,900
3299 Total	2,300	3,000	3,600	8,900
3300 Meetings				
3301 Meetings of the Parties (30 part. x 3 days)	0	0	90,000	90,000
3302 Meeting of the Technical Committee (15 part x 2 days)	30,000	30,000	30,000	90,000
3303 Meetings of the Standing Committee (6 part x 1 day)	15,000	15,000	15,000	45,000
3304 Regional Meetings	0	0	0	0
3399 Total	45,000	45,000	135,000	225,000
3999 Component Total	47,300	48,000	138,600	233,900
40 Equipment and Premises Component				
4100 Expendable equipment				
4101 Miscellaneous office supplies	2,500	2,500	2,500	7,500
4199 Total	2,500	2,500	2,500	7,500
4200 Non-expendable equipment				
4201 Office equipment	5,000	5,000	5,000	15,000
4299 Total	5,000	5,000	5,000	15,000
4300 Premises				
4301 Rent and maintenance costs ^{d/}	0	0	0	0
4399 Total	0	0	0	0
4999 Component Total	7,500	7,500	7,500	22,500
50 Miscellaneous Component				
5100 Operation and Maintenance				
5101 Operation/maintenance of computers	1,000	1,000	1,000	3,000
5102 Operation/maintenance of photocopiers	500	500	500	1,500
5103 Operation/ maintenance -other	500	500	500	1,500
5199 Total	2,000	2,000	2,000	6,000
5200 Reporting Costs				
5201 Document production (external)	15,000	15,000	20,000	50,000
5202 Information material	10,000	15,000	15,000	40,000
5203 Reference material	500	500	500	1,500
5299 Total	25,500	30,500	35,500	91,500

Budget line	Estimated costs in US dollars			
	2003	2004	2005	Total
5300 Sundry				
5301 Telephone, Fax	2,500	2,500	2,500	7,500
5302 Postage and miscellaneous	10,000	10,000	15,000	35,000
5303 Bank charges	1,000	1,000	1,000	3,000
5399 Total	13,500	13,500	18,500	45,500
5400 Hospitality	2,500	2,500	2,500	7,500
5499 Total	2,500	2,500	2,500	7,500
5999 Component Total	43,500	48,500	58,500	150,500
SUBTOTAL	393,300	427,500	764,100	1,584,900
6000 UNEP overhead costs 13 %	51129	55575	99333	206037
GRAND TOTAL	444,429	483,075	863,433	1,790,937
Less withdrawal from Trust Fund reserve to reduce contributions	50,000	75,000	75,000	200,000
Budget to be shared by the Contracting Parties	394,429	408,075	788,433	1,590,937
Budget for 2000/2002 (for comparison)	383,635	385,330	700,318	1,469,283
Increase in comparison to 2000/2002	10,794	22,745	88,115	121,654
Increase in comparison to 2000/2002 (%)	2.8	5.9	12.6	8.3
^{a/} Post Grade pending re-classification by UNEP in 2003				
^{b/} Post provided for free by one of the Range States via UNEP				
^{c/} Provided by UNEP for free for the Agreement's Unit and CMS.				
^{d/} Provided for free by the Government of Germany.				
Voluntary contributions of Germany	25,000	25,000	25,000	75,000
Projects to be funded by extra income from contributions of New Parties that accede to the Agreement after 1 January 2003				
1222 Consultancies regarding research/ surveys	0	25,000	25,000	50000
2202 Project (support to implementation of GEF project)	50,000	50,000	50,000	150,000
2203 Development of International Species Action Plans (matching funds)	15,000	15,000	15,000	45,000
3304 Regional meetings	30,000	30,000	30,000	90,000
5202 Information material	10,000	10,000	10,000	30,000
Subtotal	105,000	130,000	130,000	365,000
UNEP overhead 13 %	13,650	16,900	16,900	47,450
Grand Total	118,650	146,900	146,900	412,450
Income/ contributions of New Parties	118,650	146,900	146,900	412,450
Remaining cost to be shared by the Parties	0	0	0	0

Appendix II

AEWA CONTRIBUTIONS FOR THE YEAR 2003-2005 IN US DOLLARS

Party	UN Scale (%)	AEWA in %	2003	2004	2005
Albania	0.0030	0.0187	74	76	147
Benin	0.0020	0.0125	49	51	99
Bulgaria	0.0130	0.0812	320	331	640
Congo	0.0010	0.0062	24	25	49
Croatia	0.0390	0.2437	961	994	1,921
Denmark	0.7490	4.6799	18,459	19,098	36,898
Egypt	0.0810	0.5061	1,996	2,065	3,990
Finland	0.5220	3.2616	12,865	13,310	25,716
Gambia	0.0010	0.0062	24	25	49
Georgia	0.0050	0.0312	123	127	246
Germany	9.7690	22.0000	86,774	89,777	173,455
Guinea	0.0030	0.0187	74	76	147
Israel	0.4150	2.5930	10,228	10,581	20,444
Jordan	0.0080	0.0500	197	204	394
Kenya	0.0080	0.0500	197	204	394
Mali	0.0020	0.0125	49	51	99
Mauritius	0.0110	0.0687	271	280	542
Monaco	0.0040	0.0250	99	102	197
Netherlands	1.7380	10.8593	42,832	44,314	85,618
Niger	0.0010	0.0062	24	25	49
Republic of Moldova	0.0020	0.0125	49	51	99
Romania	0.0580	0.3624	1,429	1,479	2,857
Senegal	0.0050	0.0312	123	127	246
Slovakia	0.0430	0.2687	1,060	1,096	2,119
South Africa	0.4080	2.5493	10,055	10,403	20,100
Spain	2.5188	15.7379	62,075	64,222	124,083
Sudan	0.0060	0.0375	148	153	296
Sweden	1.0268	6.4156	25,305	26,180	50,583
Switzerland	1.2740	7.9602	31,397	32,484	62,761
FYR Macedonia	0.0060	0.0375	148	153	296
Togo	0.0010	0.0062	24	25	49
Uganda	0.0040	0.0250	99	102	197
United Kingdom	5.5360	22.0000	86,774	89,777	173,455
United Republic of Tanzania	0.0040	0.0250	99	102	197
Total	24.2676	100,00	394,429	408,075	788,433
1) Any Annual Contribution less than US \$ 100 will attract an invoice of US \$ 100.					

Appendix III

TERMS OF REFERENCE FOR THE ADMINISTRATION OF THE TRUST FUND FOR THE AGREEMENT ON THE CONSERVATION OF AFRICAN-EURASIAN MIGRATORY WATERBIRDS

1. The terms of reference for the Trust Fund of the Agreement on the Conservation of African-Eurasian Migratory Waterbirds (AEWA) shall refer to the financial years beginning 1 January 2003 and ending 31 December 2005.
2. The Trust Fund shall be administered by the Executive Director of the United Nations Environment Programme (UNEP) subject to the approval of the Governing Council of UNEP and the consent of the Secretary-General of the United Nations.
3. The administration of the Trust Fund shall be governed by the financial regulations and rules of the United Nations, the staff regulations and rules of the United Nations and other administrative policies or procedures, promulgated by the Secretary-General of the United Nations.
4. In accordance with United Nations rules, UNEP shall deduct from the income an administrative charge equal to 13 per cent of the expenditure charged to the AEWA Trust Fund in respect of activities financed under AEWA.
5. The financial resources of the Trust Fund for 2003-2005 shall be derived from:
 - (a) Contributions made by Parties by reference to appendix II of Resolution 2.7, including contributions from any new Party; and
 - (b) Further contributions from Parties and contributions from States not Parties to the Agreement, other governmental, intergovernmental and non-governmental organizations and other sources.
6. All contributions to the Trust Fund shall be paid in fully convertible United States dollars. For contributions from States that become Parties after the beginning of the financial period, the initial contribution (from the first day of the third month after deposit of the instrument of ratification, acceptance or accession until the end of the financial period) shall be determined pro rata based on the contribution of other States Parties on the same level of the United Nations scale of assessments, as it applies from time to time. However, if the contribution of a new Party determined on this basis would be more than 22 per cent of the budget, the contribution of that Party shall be 22 per cent of the budget for the financial year of joining (or pro rata for a part year). The contribution of each Party as laid down in appendix II of Resolution 2.7 shall be fixed until the next ordinary session of the Meeting of the Parties. Contributions of new Parties shall flow into the Trust Fund of the Agreement. Contributions shall be paid in annual installments. The contributions shall be due on 1 January 2003, 2004 and 2005. Contributions shall be paid into the following account:

UNEP Trust Funds Account
Account No. 485-000326
JP Morgan Chase
International Agencies Banking
1166 Avenue of the Americas, 17th Floor
New York, NY 10036-2708
United States of America

7. For the convenience of the Parties, for each of the years of the financial period the Executive Director of UNEP shall as soon as possible notify the Parties to the Agreement of their assessed contributions.
8. Contributions received into the Trust Fund that are not immediately required to finance activities shall be invested at the discretion of the United Nations, and any income shall be credited to the Trust Fund.
9. The Trust Fund shall be subject to audit by the United Nations Board of Auditors.
10. The budget estimates covering income and expenditures for each of the three calendar years constituting the financial period to which they relate, prepared in United States dollars, shall be submitted to the Meeting of the Parties to the Agreement.
11. The estimates of each of the calendar years covered by the financial period shall be divided into sections and objects of expenditure, shall be specified according to budget lines, shall include references to the programmes of work to which they relate, and shall be accompanied by such information as may be required by or on behalf of the contributors, and such further information as the Executive Director of UNEP may deem useful and advisable. In particular, estimates shall also be prepared for each programme of work for each of the calendar years, with expenditure itemized for each programme so as to correspond to the sections, objects of expenditure, and budget lines described in the first sentence of this paragraph.
12. In addition to the budget estimates for the financial period described in the preceding paragraphs, the Secretariat of the Agreement, in consultation with the Standing Committee of the Agreement and the Executive Director of UNEP, shall prepare a medium-term plan as envisaged in chapter III of the Legislative and Financial Texts Regarding the United Nations Environment Programme and Environment Fund. The medium-term plan will cover the years 2006-2012, inclusive, and shall incorporate the budget for the financial period 2006-2009.
13. The proposed budget and medium-term plan, including all the necessary information, shall be dispatched by the Secretariat to all Parties at least 90 days before the date fixed for the opening of the Meeting of the Parties.
14. The budget and medium-term plan shall be adopted by unanimous vote of the Parties present and voting at the Meeting of the Parties.
15. In the event that the Executive Director of UNEP anticipates that there might be a shortfall in resources over the financial period as a whole, the Executive Director shall consult with the Secretariat, which shall seek the advice of the Standing Committee as to its priorities for expenditure.
16. Commitments against the resources of the Trust Fund may be made only if they are covered by the necessary income of the Agreement. No commitments shall be made in advance of the receipt of contributions.
17. Upon the request of the Secretariat of the Agreement, after seeking the advice of the Standing Committee, the Executive Director of UNEP should, to the extent consistent with the financial regulations and rules of the United Nations, make transfers from one budget line to another. At the end of the first or second calendar year of the financial period, the Executive Director of UNEP may proceed to transfer any uncommitted balance of appropriations to the second or third calendar year respectively, provided that the total budget approved by the Parties shall not exceed, unless this is specifically sanctioned in writing by the Standing Committee.

18. At the end of each calendar year of the financial period¹, the Executive Director of UNEP shall submit to the Parties, through the Agreement Secretariat, the accounts for the year. The Executive Director shall also submit, as soon as practicable, the audited accounts for the financial period. These shall include full details of actual expenditure compared to the original provisions for each budget line.
19. Those financial reports required to be submitted to the Executive Director of UNEP shall be transmitted simultaneously by the Secretariat of the Agreement to the members of the Standing Committee.
20. The Secretariat of the Agreement shall provide the Standing Committee with an estimate of proposed expenditures over the coming year simultaneously with, or as soon as possible after, distribution of the accounts and reports referred to in the preceding paragraphs.
21. The present terms of reference shall be effective from 1 January 2003 to 31 December 2005.

¹ The calendar year 1 January to 31 December is the accounting and financial year, but the accounts official closure date is 31 March of the following year. Thus, on 31 March the accounts of the previous year have to be closed, and it is only then that the Executive Director can submit the accounts of the previous calendar year.