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**Rotterdam Convention on the Prior Informed
Consent Procedure for Certain Hazardous
Chemicals and Pesticides in International Trade**

Conference of the Parties

Second meeting

Rome, 27–30 September 2005

Item 6 (f) of the provisional agenda*

**Issues arising from the first meeting of the Conference of the Parties:
secretariat arrangements**

**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
performance of the secretariat functions for the Convention**

Addendum

**Memorandum of understanding between 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 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**

Note by the secretariat

The memorandum of understanding, as agreed 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, is reproduced in the annex to the present note.

* UNEP/FAO/RC/COP.2/1.

Annex

**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 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,

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.

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

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.

2.2 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.