

Convention on Wetlands (Ramsar, Iran, 1971)
3rd Meeting of the Conference of the Contracting Parties
Regina, Canada
27 May - 5 June 1987

Resolution 3.1: Secretariat matters

RECALLING Article 8 of the Convention which provides that IUCN shall perform the continuing Bureau duties under the Convention;

ACKNOWLEDGING the services provided by IWRB [now Wetlands International] to assist IUCN in the performance of its duties;

RECOGNIZING that the extent of the services provided by IUCN and IWRB has so far been limited as a consequence of the lack of a financial provision in the Convention;

RECALLING that the Second Meeting of the Conference of the Contracting Parties (Groningen, 1984) established a Task Force to consider the most effective way of providing full secretariat services to the Contracting Parties in the event of the adoption by a meeting of the Conference of the Contracting Parties of an amendment to the Convention providing for an adequate financial regime;

CONSIDERING that the Task Force concluded that the joint submission made by IUCN and IWRB for the establishment of a permanent structure for administrative, scientific and technical support under the Convention constituted the only practical option to pursue and recommended that the mechanics of such an arrangement be adopted by the Contracting Parties;

FURTHER CONSIDERING that, pursuant to the recommendation of the Task Force, IUCN and IWRB have prepared a draft Memorandum of Agreement relating to the contribution to be made by IWRB to the services provided by the Bureau as well as to the payments to be made by the Bureau, from the Convention budget, in remuneration of such services as will be provided by IWRB; and

NOTING that the entry into force of such an agreement is contingent upon its acceptance by the Conference of the Contracting Parties.

THE CONFERENCE OF THE CONTRACTING PARTIES

- 1) APPROVES the recommendation of the Task Force regarding the provision of a permanent structure for administrative, scientific and technical support by the Bureau under the Convention in the following terms:
 - a) A Convention Bureau shall be provided by IUCN through the establishment of an integrated unit which is funded from the Convention budget and which performs all the tasks required by the Conference of the Contracting Parties. It shall comprise a section attached to IUCN and a section attached to IWRB;

- b) The policy to be followed by the Bureau shall be determined by the Conference of the Contracting Parties and, between meetings of the Conference of the Contracting Parties, the Bureau shall operate under the supervision of the Standing Committee;
 - c) IUCN shall enter into a cooperative agreement with IWRB for the establishment of a distinct section at IWRB Headquarters to provide technical and scientific advisory services for the Bureau;
 - d) The Convention Bureau provided by IUCN shall be administratively responsible to the Director General of IUCN who shall be responsible to the Conference of the Contracting Parties for financial and personnel administration;
 - e) The distinct section established by IWRB under the terms of the cooperative agreement concluded with IUCN shall be administratively responsible to the Executive Director of IWRB who shall be responsible to the Conference of the Contracting Parties for financial and personnel administration. For all other purposes, it shall be a component of the Bureau and shall be responsible to the Head of the Convention Bureau at IUCN;
 - f) The civil service salary scale applicable in the country where IUCN is located along with IUCN personnel provisions shall apply to the distinct section established by IUCN;
 - g) The civil service salary scale applicable in the country where IWRB is located along with IWRB personnel provisions shall apply to the distinct section established by IWRB;
 - h) The Convention budget, as approved by the Conference of the Contracting Parties, shall be administered by IUCN. Funds shall be disbursed according to budgetary provisions and instructions given by the Conference of the Contracting Parties;
 - i) IUCN shall keep a separate bank account for all income received and expenditures incurred in the performance of Bureau duties under the Convention. Annual audits shall be carried out in accordance with procedures mandated by the Conference of the Contracting Parties.
- 2) APPROVES the Memorandum of Agreement concluded between IUCN and IWRB as attached to this Resolution.

MEMORANDUM OF AGREEMENT

between

the International Union for Conservation of Nature and Natural Resources (IUCN) and

the International Waterfowl and Wetlands Research Bureau (IWRB)

with regard to the performance of Bureau duties under the Ramsar Convention.

WHEREAS IUCN is designated by Article B of the convention as the organization entrusted with the task of performing Bureau duties,

RECALLING IWRB's long involvement in the promotion of the Convention and the continuous assistance it has provided to IUCN in the performance of its Bureau duties,

FURTHER RECALLING the close links between IUCN and IWRB and, in particular, the fact that IWRB is a member of IUCN and that IUCN is represented on the Executive Board of IWRB,

NOTING that the joint proposal on secretariat services made by IUCN and IWRB to the Task Force established by the Second Meeting of the Conference of the Parties has been recognized by that Task Force as the only practical option to pursue and that the Task Force has recommended its approval by the Conference of the Parties, and

NOTING that the Conference of the Parties has endorsed this recommendation and has approved the terms of this Agreement,

IUCN and IWRB have agreed as follows:

- 1) IWRB shall cooperate with IUCN to guarantee the provision of Bureau services.
- 2) To this end IWRB shall establish a distinct section. Administratively, this distinct section shall be responsible to the Executive Director of IWRB. For all other purposes, it shall be responsible to the Head of the Convention Bureau.
- 3) Subject to the availability of funds, as provided in the Convention budget by the Conference of the Parties, the Convention Bureau shall support one full-time professional officer appointed after consultations with the Head of the Bureau, secretarial assistance and related overhead costs at the distinct section set up by IWRB in the country where IWRB is located. The amounts required for that purpose shall be determined each year by mutual agreement.
- 4) Subject to the availability of funds, as provided in the Convention budget, the level of support by the Convention Bureau of any additional expenditures to be incurred by the distinct section set up by IWRB including research projects, studies and publications shall be determined each year by mutual agreement.
- 5) IWRB shall maintain a separate account for all income received and expenditures incurred pursuant to this Agreement. It shall submit a financial report on this income and expenditures to the Head of the Convention Bureau at IUCN at the end of each year. Annual audits shall be carried out in accordance with procedures mandated by the Conference of the Parties.
- 6) This Memorandum of Agreement shall apply for an initial period of three years and shall continue to apply thereafter for successive periods of three years unless either organization gives notice to the other of its intention to terminate it at least one hundred and eighty days before the expiry of any such period of three years. When such notice of the intention to terminate has been given, this Memorandum of Agreement shall cease to apply at the expiry of such a period of three years.

- 7) This Memorandum of Agreement shall enter into force upon signature by IUCN and IWRB. It may be amended at any time by mutual agreement, subject to the approval of the Conference of the Contracting Parties.

For and on behalf of the International Union for Conservation of Nature and Natural Resources

Kenton Miller, Director General, IUCN

2 June 1987

For and on behalf of the International Waterfowl and Wetlands Research Bureau

[Can't read the name,] President, IWRB

2 June 1987

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Resolution 3.2: Financial and budgetary matters

RECALLING the amendments to Article 6 of the Convention which provide that:

“5. The Conference of the Contracting Parties shall establish and keep under review the financial regulations of this Convention. At each of its ordinary meetings, it shall adopt the budget for the next financial period by a two-thirds majority of the Contracting Parties present and voting.

“6. Each Contracting Party shall contribute to the budget according to a scale of contributions adopted by unanimity of the Contracting Parties present and voting at an ordinary Conference of Contracting Parties.”

ACKNOWLEDGING with appreciation the financial support provided under the Convention by voluntary contributions from several of the Contracting Parties;

FURTHER NOTING with gratitude the considerable financial support for the work of the Bureau provided by the International Union for Conservation of Nature and Natural Resources and the International Waterfowl and Wetlands Research Bureau since the inception of the Convention;

RECOGNIZING the urgency there is to provide financial support to the Convention Bureau with minimum delay.

THE CONFERENCE OF THE CONTRACTING PARTIES

- 1) APPROVES the budget for 1988-90 annexed as Attachment 1;
- 2) AGREES to the scale of contributions of the Contracting Parties to the Convention as listed in Attachment 2;
- 3) REQUESTS that the Director General of IUCN administer the Convention funds in accordance with the approved terms of reference in Attachment 3 to this resolution;
- 4) EMPHASIZES to the Contracting Parties the importance of making their contributions to the Bureau's separate account promptly by the beginning of the respective calendar year or financial period to which the contributions apply or, if this is not possible, as soon thereafter as possible;
- 5) PARTICULARLY URGES all Contracting Parties to make their first contribution to the Convention budget as early as possible;
- 6) URGES all Contracting Parties to make voluntary payments to cover deficiencies in the budget caused by changes in the value of the United States dollar;

- 7) URGES all Contracting Parties to deposit as soon as possible an instrument of acceptance of the amendment of 28 May 1987;
- 8) INVITES states not Party to the Convention, other governmental, inter-governmental and non-governmental organizations, and other sources to consider contributing to the Bureau's separate account.

Attachment 1: Budget 1988-1990 [Historians, please contact the Bureau for a hardcopy version]

Attachment 2: Scale of Contributions [Historians, contact the Bureau for a hardcopy version]

[Attachment 3: Terms of Reference](#) for the financial administration of the Convention on Wetlands of International Importance especially as Waterfowl Habitat

Terms of Reference for the Financial Administration of the Convention on Wetlands of International Importance especially as Waterfowl Habitat

1. A separate account shall be established by the Director General of IUCN on behalf of the Bureau of the Convention to administer the finances of the Convention.
2. The financial period shall be for three calendar years beginning 1 January 1988, and ending 31 December 1990. The appropriations of the account for the financial period shall be financed from:
 - a) the contributions made by the Contracting Parties by reference to the table in Attachment 2, including contributions from any new Contracting Parties which are to be added to this table;
 - b) subject to the approval of the Standing Committee, contributions from States not Party to the Convention, other governmental, intergovernmental and non-governmental organizations and other sources; and
 - c) any uncommitted and unexpended appropriations from the voluntary contributions up to 1987.
3. The budget estimates, prepared in currency of the country in which the seat of the Bureau is located, covering the income and expenditure for each of the three calendar years constituting the financial period to which they relate, shall be submitted to each ordinary Meeting of the Conference of the Contracting Parties to the Convention.
4. The estimates of each of the calendar years covered by the financial period shall be divided into sections; 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 Director General of IUCN may deem useful and advisable.
5. The proposed budget shall be dispatched by the Bureau to all Contracting Parties at least ninety days before the date fixed for the opening of the ordinary Meeting of the Conference of the Contracting Parties.

6. The budget shall be adopted by a 2/3 majority of the Contracting Parties present and voting at the ordinary Meeting, pursuant to the terms of Article 6, paragraph 5 of the Convention, as amended by the Extraordinary Conference of the Contracting Parties held at Regina, Saskatchewan, Canada from 28 May to 3 June 1987.
7. In the event that the Director General of IUCN anticipates that there might be a shortfall in resources, over any calendar year as a whole, he shall consult with the Head of the Bureau, who shall seek the approval of the Standing Committee as to its priorities for expenditure.
8. Upon the request of the Head of the Bureau, after seeking the approval of the Standing Committee, the Director General of IUCN shall be empowered to make transfers from one budget line to another. At the end of the first and the second calendar years of a financial period, the Director General of IUCN may proceed to transfer any uncommitted/unexpended balance of appropriations to the next calendar year, provided that the total budget approved by the Conference of the Contracting Parties shall not be exceeded unless this is specifically sanctioned in writing by the Standing Committee.
9. All contributions shall be paid in convertible currencies. Contributions from States which become Contracting Parties after the beginning of the financial period should be made on a pro-rata basis for the balance of the financial period.
10. As soon as practicable at the end of each calendar year of a financial period, the Director General of IUCN shall submit to the Contracting Parties the audited accounts for the year. He shall also submit, as soon as practicable, the audited accounts for the financial period.
11. These Terms of Reference shall be effective for the financial period of 1 January 1988 to 31 December 1990.

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Resolution 3.3: Establishment of a Standing Committee

CONSIDERING the usefulness of a small permanent advisory committee for matters relating to the organization of meetings and for the continuous implementation of the Convention,

THE CONFERENCE OF THE CONTRACTING PARTIES

1. DECIDES to establish a Standing Committee of the Conference of the Contracting Parties, which, within the policy agreed by the Conference of the Contracting Parties, shall:
 - a) Carry out, between one ordinary meeting of the Conference of the Contracting Parties and the next, such interim activity on behalf of the Conference as may be necessary, such activity being limited to matters on which the Conference has previously recorded its approval;
 - b) Make recommendations for consideration at the next meeting of the Conference of the Contracting Parties;
 - c) Supervise, as a representative of the Conference of the Contracting Parties, the implementation of policy by the Bureau, the execution of the Bureau's budget, and conduct of the Bureau's programmes;
 - d) Provide guidance and advice to the Bureau on the implementation of the Convention, on the preparation of meetings, and on any other matters relating to the exercise of its functions brought to it by the Bureau;
 - e) Act as Conference steering committee at meetings of the Conference of the Contracting Parties with the general duty of forwarding the business of the meeting;
 - f) Report to the Conference of the Contracting Parties on the activities it has carried out between ordinary meetings of the Conference;
 - g) Perform any other functions that may be entrusted to it by the Conference of the Contracting Parties.
2. DETERMINES the following principles for the composition of and procedures to be followed by the Standing Committee:
 - a) The Committee shall consist of not more than nine Contracting Parties, who shall be nominated by the Conference of the Contracting Parties. For at least seven of these members, nomination shall be based upon the principle of proper geographical distribution with due regard for a proper representation of developing countries.[*note] The remaining two members shall be comprised of the host country of the present meeting of the Conference of the Contracting Parties and the

host country for the next meeting of the Conference of the Contracting Parties. The Contracting Parties which are host countries for the two sections of the Bureau shall be invited to participate as observers in the work of the Committee;

- b) If an extraordinary meeting of the Conference of the Contracting Parties is held between two ordinary meetings, the host Party of that meeting shall participate as an observer in the work of the Committee on matters related to the organization of the meeting;
- c) Contracting Parties which are not members of the Standing Committee may upon their request participate as observers in meetings of the Standing Committee. The Director General of IUCN or his or her representative and the Executive Director of IWRB or his or her representative shall be invited to participate in an advisory capacity in meetings of the Standing Committee. In addition, the Committee may invite observers to attend meetings or attend particular meetings or attend meetings for particular agenda items;
- d) The Committee should at a minimum meet on an annual basis, normally at the Seat of the Convention Bureau;
- e) The membership of the Committee shall be reviewed at each ordinary meeting of the Conference of the Contracting Parties, in accordance with the rules of procedure of the meeting. Members may serve on the Committee for a maximum of two consecutive terms;
- f) The Committee shall, by consensus, establish its own rules of procedure;
- g) The Secretary for the Committee shall be provided by the Convention Bureau.

* Footnote: "Geographical distribution" reflects the following seven regions listed at the 3rd Meeting of the Conference of the Contracting Parties as Africa, Asia, Eastern Europe, Northern America, Oceania, Southern America and Western Europe. This listing is not to be regarded as rigid but to give an indication of a proper geographical distribution which could change at a future meeting of the Conference of the Contracting Parties as is deemed appropriate. [At the 7th COP, 1999, Eastern Europe and Western Europe were merged into one region, making a total of six.]

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Resolution 3.4: Provisional implementation of the Amendments to the Convention

WHEREAS the Contracting Parties to the Convention on Wetlands of International Importance especially as Waterfowl Habitat at an Extraordinary Conference held in Regina, Canada, from 28 May to 3 June 1987, have adopted amendments to that Convention,

WHEREAS the Contracting Parties to the Convention on Wetlands of International Importance especially as Waterfowl Habitat are desirous to implement provisionally the amendments adopted by the Extraordinary Conference held in Regina, Canada, from 28 May to 3 June 1987,

THE CONFERENCE OF THE CONTRACTING PARTIES

URGES the Contracting Parties to implement on a provisional basis the measures and procedures envisaged by the amendments adopted by the Extraordinary Conference of the Contracting Parties to that Convention until such time as they come into force pursuant to Article 10 bis of the Convention.