

**Framework Convention  
for the Protection of the Marine  
Environment of the Caspian Sea**



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**CONFERENCE OF THE PARTIES  
Sixth Meeting  
19-21 October 2022, Baku, Azerbaijan**

**State of implementation of the Decisions and proposals on the Location and Arrangements for the Secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea**

(Note by the interim Secretariat (TCIS))

**Introduction**

Article 22 of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea, in short Tehran Convention (TC) establishes the Conference of the Parties (COP) and instructs the COP at its 1<sup>st</sup> meeting to decide on the arrangements for the Permanent Secretariat, including its location and staffing. Article 22 also states that the COP shall appoint the Executive Secretary and staff of the Secretariat, whereas article 23 establishes the Convention Secretariat and determines that the Executive Secretary shall perform the functions necessary for the administration of the work of the Secretariat as determined by the COP.

The COP did not implement these instructions until at its 5<sup>th</sup> meeting in Ashgabat, Turkmenistan, when, on 30 May 2014, the Ministers and High-level Officials of the Contracting Parties adopted and signed the Decision to locate the Secretariat in the region, following a 4-year rotation schedule in the English language alphabetical order, starting in Baku, Azerbaijan, and requested UNEP to carry out the administration of the Secretariat and for that purpose to establish a trust fund with mutually agreed terms of reference and a budget subject to the decisions of the COP. Copy of the Decision is attached as Annex I.

The United Nations Environment Assembly (UNEA), in its decision 1/16 of 27 June 2014 authorized the Executive Director of UNEP to carry out the functions of the TC Secretariat on mutually agreed terms, as the Executive Director and the Parties would see fit and in accordance with the Decision of the COP. Copy of the UNEA Decision is attached as Annex II.

The decisions of COP5 and UNEA paved the way for the finalization and operationalization of the agreed Secretariat arrangements in Baku: 1) a Trust Fund (TF); 2) recruitment of the secretariat personnel, including the Executive Secretary; 3) a Host Country Agreement (HCA) and premises.

- 1) The Parties, at their third Preparatory Meeting for the 6<sup>th</sup> Meeting of the Conference of Parties (PrepCom3), November 2015, cleared the draft terms of reference of the TF of the Tehran Convention, as well as the budget of the TF for the next 2 years, in the understanding that the figures would be updated once the certified statement of income and expenditure over the fiscal year in question had been issued. Copies of the terms of reference of the TF and the proposed budget as contained in Annex I and II of document TC/COP/6/7 are attached as Annex III.
- 2) The recruitment process of the Executive Secretary was initiated by UNEP in June 2014. The Presidency of the COP – Turkmenistan – represented the Parties in the selection process. By

September 2015 a candidate was recommended to the UNEP Executive Director by the selection panel. It was then decided to wait with the finalization of the recruitment process until the HCA would be agreed upon.

From COP5 onwards efforts were undertaken to have the Parties second staff to the Convention Secretariat, and several Caspian countries offered to second a staff member. By end 2015 Azerbaijan offered office space for the secretariat and indicated that it would also take care of the other items in the agreed standard list of host country secretariat support. Copy of the standard list is attached as Annex IV.

- 3) The negotiations on the HCA Agreement started in September 2015 and remained inconclusive, *inter alia*, because host country Azerbaijan wanted the HCA to read as an agreement between Azerbaijan and the Convention Secretariat, while UNEP insisted that, as the administrator of the Secretariat, the text of the agreement should refer to UNEP concluding and signing the HCA.

With a view to overcome the impasse with the signing of the HCA it was proposed to capture the relationship between the UN(EP) and the Parties in a Memorandum of Understanding (MOU). At PrepCom5, November 2017, a draft "MOU on management and administration of the Convention Secretariat", prepared by TCIS, was reviewed. It contained provisions about the recruitment, management and administration of the Secretariat personnel, including the Executive Secretary, and about the terms of reference of the Trust Fund and budget, the "agreement between the Convention Secretariat and its Host country", and the agreed standardized list of Host Country Secretariat Support.

The negotiations on the text of the MOU prepared by TCIS remained inconclusive. After PrepCom6, TCIS revised the text on the basis of comments received. Copy of the revised text is attached as Annex V. At PrepCom7 Kazakhstan proposed to make the MOU reflect its proposal for a five Party agreement. However, no discussion on the text took place. At the proposal of IR Iran, a para was included in brackets in the draft Ministerial Statement and Decisions of COP6, urging the Parties to finalize the MOU and make the Secretariat operational at location.

During the review of the MOU at PrepCom6, September 2018, the Representative of Kazakhstan objected against the MOU, stating that Kazakhstan "does not support the concept of a Convention Secretariat administered by a non-Party external entity, and therefore the COP5 Decision of 30 May 2014 on the location and arrangements for the Tehran Convention Secretariat has to be revisited". The Representative of Kazakhstan added that "the Parties should now go for an exclusive five Party agreement on the Secretariat arrangements".

At PrepCom7, September 2019, Kazakhstan introduced the "Draft Agreement between the Republic of Azerbaijan, the Islamic Republic of Iran, the Republic of Kazakhstan, the Russian Federation and Turkmenistan on the Secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea of 4 November 2003", which on 29 July 2019, it had circulated through diplomatic channels to the Tehran Convention Contracting Parties. Copy of the agreement as captured in document TC/COP6/3, is attached as Annex VI. Kazakhstan furthermore offered a summary of its proposal for inclusion in the Ministerial Statement and Decisions of COP6. The summary is attached as Annex VII.

While Azerbaijan expressed readiness to discuss the details of the agreement proposed by Kazakhstan, the Representatives of IR Iran, Russian Federation and Turkmenistan questioned the need for a new agreement recalling that the implementation of the Decision on the Location and Arrangements of the Convention Secretariat, taken at COP5 in Ashgabat, Turkmenistan, on 30 May 2014, was already underway. The delegations also stated that they did not have enough time to

review and discuss the proposal of Kazakhstan internally at the national level, therefore were not prepared to discuss it at PrepCom7.

At PrepCom7, September 2019, Russian Federation requested TCIS to prepare a historic overview of the discussions and decisions related to the management and administration of the Convention Secretariat. The overview, entitled "Secretariat arrangements of the Tehran Convention: historic overview", prepared by TCIS was circulated by letter of 24 October 2019 and captured in document TC/COP6/Info6. A copy is attached as annex VIII.

After PrepCom7, efforts were undertaken by Kazakhstan to make the Contracting Parties meet and discuss its proposal, as well as by Azerbaijan – host COP6 – and TCIS to hold another PrepCom or COP6 at which the Secretariat arrangements could be discussed, but all in vain.

Recently, IR Iran proposed to hold an extra-ordinary COP in Tehran to break the stalemate on the TC Secretariat arrangements. Azerbaijan suggested to hold such a Meeting in Baku, referring to its earlier efforts to call COP6. After further consultations, IR Iran agreed to postpone its call for the extra-ordinary COP, and Azerbaijan proposed to organize COP6, preceded by PrepCom8 in Baku, 19-21 October 2022.

At the Caspian Summit, in Ashgabat, Turkmenistan, 29 July 2022, the Presidents of the five Caspian States underlined the importance of the Tehran Convention process and the urgent need to advance the implementation of priority actions for the protection of the Caspian environment. The Presidents of the Caspian States, in their communique, supported the holding of the 6<sup>th</sup> Meeting of the Conference of the Parties to the Tehran Convention until the end of 2022 in the Republic of Azerbaijan.

### **Suggested action**

From the above it may be clear that no conclusive discussion has taken place on the question as to whether to continue and finalize the implementation of the Decision taken by COP5 in Ashgabat or entertain the proposal by Kazakhstan for an exclusive five Party agreement on the Convention Secretariat.

The PrepCom may wish to advise the Ministers on the way forward and formulate the related Decision for adoption by the COP.

**Decision on the Location and Arrangements for the Secretariat of the Framework  
Convention for the Protection of the Marine Environment of the Caspian Sea  
(Tehran Convention)**

**30 May 2014, Ashgabat, Turkmenistan**

We, the Ministers of Natural Resources and Environment and High-level Officials of the Contracting Parties to the Framework Convention for the Protection of the Marine Environment of the Caspian Sea, done at the city of Tehran, on the fourth day of November 2003 (herein after referred to as the Tehran Convention), and entered into force on 12 August 2006;

Recalling article 23.1 of the Tehran Convention, which provides for the establishment of the Secretariat of the Convention;

Noting that during the Presidential Summits of the Caspian littoral states, meetings of the Conference of the Parties to the Tehran Convention, as well as other negotiations of the five Caspian littoral countries on Caspian related issues, options for the location and arrangements of the Convention Secretariat were discussed and reviewed;

Expressing gratitude to the Regional Office for Europe of the United Nations Environment Program in Geneva, for having provided the functions of the Convention Secretariat ad interim at the invitation of the Conference of Plenipotentiaries for the Adoption and Signature of the Tehran Convention and of subsequent Meetings of the Conference of Parties, pending agreement on secretariat arrangements;

1. Decide to locate the Secretariat of the Tehran Convention in the territory of the Caspian littoral States on a four year rotation basis, in accordance with the alphabetical order of the English language;
2. Request the United Nations Environment Programme (UNEP) through its Regional Office for Europe to carry out the administration of the Tehran Convention Secretariat and for that purpose to establish a Trust Fund with mutually agreed terms of reference and budget subject to the decisions of the COP;
3. Request the interim Secretariat to coordinate and service consultations with and between the Contracting Parties and UNEP, with a view to reach agreement on the composition of the Convention Secretariat and the terms of reference and budget of the Trust Fund;
4. Appeal to the host country to support the Secretariat, in accordance with the "Standardized List of Host Country Secretariat Support" contained in Annex II of document TC/COP4/6, and to the other Contracting Parties to provide for additional Secretariat support, through the secondment of staff or otherwise;
5. Welcome the offer of the Republic of Azerbaijan to host the Secretariat in its territory in accordance with paragraph 1 and 4 above, starting from January 2015;
6. Welcome the offer of the Islamic Republic of Iran to be the next country to host the Secretariat in its territory;

7. Request the interim Secretariat to make all efforts to promote and ensure that the Secretariat arrangements at location will be ready for operation by January 2015.

For the Republic of Azerbaijan



For the Islamic Republic of Iran



Parvin Farshchi

For the Republic of Kazakhstan



For the Russian Federation



For Turkmenistan



**1/16. Management of trust funds and earmarked contributions**

*The United Nations Environment Assembly,*

*Having considered* the requests that the United Nations Environment Programme carry out the functions of secretariats for other bodies and the report of the Executive Director on the management of trust funds and earmarked contributions,<sup>12</sup>

*Taking note* of the decision entitled “Location and arrangements for the secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea (Tehran Convention)”, adopted at the Fifth Conference of the Parties to the Tehran Convention, held in Ashgabat from 28 to 30 May 2014,

*Taking note also* of decision 1/6 of the First Conference of the Parties to the Bamako Convention on the Ban of the Import into Africa and the Control of Transboundary Movement and Management of Hazardous Wastes within Africa, in which the United Nations Environment Programme was requested to carry out the functions of the secretariat,

*Taking note further* of the outcome of the sixth Biodiversity in Europe Conference, held in Batumi, Georgia, establishing the Pan-European Biodiversity Platform and the request of States members of the Platform that the United Nations Environment Programme provide secretariat services,

*Taking note* of Environment Assembly decision 1/5 on chemicals and waste,

**I****Trust funds in support of the programme of work of the United Nations Environment Programme**

1. *Welcomes* requests that the United Nations Environment Programme provide secretariats to service environmental agreements related to its programme of work;

2. *Notes* that, in line with the Financial Regulations and Rules of the United Nations, agreements for which the United Nations Environment Programme carries out the functions of the secretariat must be based on the principle of cost recovery when it comes to administrative costs;

3. *Authorizes* the Executive Director to carry out the functions of the Tehran Convention secretariat, as specified in article 23.1 of the Tehran Convention, on such mutually agreed terms as the Executive Director and the parties see fit and in accordance with the decision entitled “Location and arrangements for the secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea (Tehran Convention)”, adopted at the Fifth Conference of the Parties to the Tehran Convention;

4. *Also authorizes* the Executive Director to carry out the secretariat functions specified in decision 1/6 of the first Conference of Parties to the Bamako Convention on the Ban of the Import into Africa and the Control of Transboundary Movement and Management of Hazardous Wastes within Africa on such mutually agreed terms as the Executive Director and the parties see fit and in accordance with decision 1/6 of the First Conference of the Parties to the Bamako Convention;

5. *Requests* the Executive Director to provide the secretariat of the Pan-European Biodiversity Platform on such mutually agreed terms as the Executive Director and the Members of the Platform see fit and in accordance with the outcome of the sixth Biodiversity in Europe Conference, establishing the Pan-European Biodiversity Platform;

6. *Notes and approves* the establishment of the following trust funds since the twenty-seventh session of the Governing Council:

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<sup>12</sup> UNEP/EA.1/8.

**Annex I****Draft Terms of Reference for the Trust Fund for the  
Framework Convention for the Protection of the Marine Environment of the Caspian Sea**

1. The establishment of the Trust Fund for the Framework Convention for the Protection of the Marine Environment of the Caspian Sea and related Protocols (Tehran Convention) was approved by the United Nations Environment Assembly of UNEP through Resolution 1/16 adopted by its first session in June 2014 following the decision adopted by the fifth Meeting of the Conference of the Parties to the Tehran Convention, in Ashgabat, Turkmenistan, 30 May 2014, entitled "Location and arrangements for the Secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea (Tehran Convention)", for an initial period of two years, to receive and administer donations for administering and meeting the objectives of the Tehran Convention and related Protocols, including the functioning of the Secretariat.
2. The terms and definitions used in these Terms of Reference are those used in the Rules and Regulations of the United Nations and the Financial Rules of the Tehran Convention.
3. The Trust Fund shall be used to cover the expenditures for the administration of the budget of the Tehran Convention and related Protocols, including the functioning of its Secretariat.
4. The Executive Director of UNEP shall maintain and administer the Trust Fund in accordance with the Regulations and Rules of the United Nations and UNEP and the Financial Rules of the Tehran Convention, and shall delegate its day to day management to the Executive Secretary of the Tehran Convention. Any personnel recruited by UNEP for the purpose of the Trust Fund including the Executive Secretary of the Tehran Convention, shall be recruited and administered in accordance with the Rules and Regulations of the United Nations and UNEP.
5. The budget and appropriation of the Trust Fund shall be composed of two sections:
  - Section I: (Assessed) Annual contributions from the Contracting Parties of the Tehran Convention.
  - Section II: Additional voluntary contributions from the Contracting Parties of the Tehran Convention and Governments which are not Contracting Parties of the Tehran Convention, and from other governmental, intergovernmental, non-governmental and private sector sources.
6. The (assessed) annual contributions from the Contracting Parties to the Tehran Convention will for each of the Contracting Parties to the Tehran Convention consist of an equal share of Section I of the budget of the Trust Fund, to be determined by the Conference of the Parties to the Tehran Convention; the contributions are due to be paid during the first quarter of the calendar year.
7. Voluntary (additional) contributions for Administering and Meeting the Objectives of the Tehran Convention and related Protocols, including the functioning of the Secretariat may be pledged and made at any time. They shall be used according to the terms and conditions agreed between the Executive Secretary of the Tehran Convention and the respective contributor in line with the applicable UN rules and regulations.
8. The financial period shall consist of a calendar year.
9. The budget period for the proposed budget of the Tehran Convention shall consist of two consecutive calendar years.

10. The budget estimates expressed in US dollars, covering the income and expenditures for the budget period to which they relate, shall be prepared by the Executive Secretary of the Tehran Convention and submitted to the Parties at least 90 days before the date of each ordinary meeting of the Conference of the Parties to the Tehran Convention, that is scheduled to consider budget, for its approval.

11. At each ordinary meeting of the Conference of the Parties to the Tehran Convention the Executive Secretary of the Tehran Convention shall present a report on contributions to the Trust Fund, including sources, amounts, purposes, conditions and activities financed by these contributions

12. Supplementary budget estimates may be submitted by the Executive Secretary of the Tehran Convention whenever necessary during the budget period. Such estimates shall be prepared in a form consistent with the regular estimates.

13. No commitments against the resources of the Trust Fund may be made in advance of corresponding resources including pledges in the form of unconditional contributions having become available to the Trust Fund. In the event that the Executive Secretary of the Tehran Convention anticipates a shortfall in resources over the financial period as a whole, (s)he shall adjust the budget so that expenditures over the period as a whole are fully covered by contributions, pledges in the form of unconditional contributions and other income received, unless otherwise authorized by the Executive Director of UNEP. Taking into account the available resources an operating reserve at a level of 15% of annual expenditure will be established.

14. If deemed appropriate and upon approval by the UN Controller, an imprest account will be established for use by the Executive Secretary of the Tehran Convention to help cover the cost of operation of the Secretariat. Replenishment of the account will be done regularly at the request of the Executive Secretary of the Tehran Convention upon approval of the relevant expenditure reports.

15. The Executive Secretary of the Tehran Convention may make transfers within each of the main appropriation lines of the approved budget. The Executive Secretary of the Tehran Convention may also make transfers between such appropriation lines within limits set by the Conference of the Parties to the Tehran Convention. At the end of the year (s)he may proceed to transfer any uncommitted balance of appropriations, to the same section in the following calendar year or to the working capital reserve.

16. In accordance with the United Nations rules, UNEP shall charge each year a Programme Support Cost of thirteen per cent of the expenditures charged to the Trust Fund in respect of activities and projects financed from the Trust Fund for the implementation of the Tehran Convention, of which 33% will support UNEP's indirect costs associated with managing the Trust Fund and 67% will be re-invested to directly support the functioning of the Tehran Convention Secretariat. All other costs will be accounted as direct costs in the activities of the Trust Fund budget.

17. Payment to the Trust Fund shall be deposited in convertible currency into the UNEP Trust Funds Account No. 485-002809, JP Morgan Chase Bank, International Agencies Banking Division, 270 Park Ave., 43rd floor, New York, N.Y. 10017, United States of America. Wire transfers: Chase ABA number = 021000021, SWIFT number = BIC-CHASUS33, or CHIPS participant number = 0002 unless otherwise agreed with the Executive Director of UNEP.

18. All contributions received into the Trust Fund and not immediately required for the financing of the programmes, activities and projects shall be invested at the discretion of the United Nations Environment Programme and income earned shall be credited to the Trust Fund.

19. Should the resources paid to the Trust Fund, including the investment income credited to the Trust Fund in accordance with paragraph 17 above, exceed the amount spent by UNEP on activities

financed by the Trust Fund, the surplus amount, after settlement of all outstanding obligations and after presentation of the final statement of account, shall be disposed of in accordance with the decision of the Conference of the Parties to the Tehran Convention in compliance with the Rules and Regulations of the United Nations and UNEP in managing the Trust Fund.

20. Upon completion of each financial period, the Executive Secretary of the Tehran Convention shall ensure the submission to the Contracting Parties to the Tehran Convention of the certified accounts of UNEP for that year and, once available, the audited accounts for the previous budget period.

21. The Trust Fund shall be subjected to internal and external auditing in accordance with the rules and regulations of the United Nations.

22. The Executive Secretary of the Tehran Convention shall prepare a report on the budget implementation and submit it to the Contracting Parties to the Tehran Convention at least 45 days before the date of each ordinary meeting of the Conference of the Parties to the Tehran Convention.

23. In the event that the Conference of the Parties to the Tehran Convention decides to terminate the Trust Fund, it shall notify UNEP to that effect at least six months before the selected date of termination. UNEP shall inform UNEA accordingly. The Conference of the Parties to the Tehran Convention shall decide, in consultation with UNEP, on the distribution of any unspent balance after all liquidation expenses have been met.

24. These terms of reference shall be effective from the date of their approval by the Conference of the Parties to the Tehran Convention.

## Annex II

### Budget of the Trust Fund for the Framework Convention for the Protection of the Marine Environment of the Caspian Sea

Description		2019 Budget	2020 Budget	Total Budget*
<b>10</b>	<b>Project personnel component</b>			
1100	Project Personnel Title Grade w/m			
1101	Executive Secretary (P5)	180,000	180,000	<b>360,000</b>
1102	Associate Program Officer (P2)	110,000	110,000	<b>220,000</b>
1103	Program Officer (P3)	0	0	<b>0</b>
1104	Program Officer (P3)	0	0	<b>0</b>
1105	Admin/Finance Officer (P3)	0	0	<b>0</b>
1106	Communication/Stakeholder Officer (P3)	0	0	<b>0</b>
1107	Office Assistant (G5)	0	0	<b>0</b>
	<u>1199 Subtotal</u>	<u>290,000</u>	<u>290,000</u>	<u>580,000</u>
1200	Consultants (Description of activity/service) w/m			
1201	Consultants, international	0	0,000	<b>0,000</b>
1202	Consultants, national	35,000	35,000	<b>70,000</b>
1204	NCLOs	60,000	60,000	<b>120,000</b>
	<u>1299 Subtotal</u>	<u>95,000</u>	<u>95,000</u>	<u>190,000</u>
1300	Administrative support			
1301	Driver / General Support (local)	0	0	<b>0</b>
	<u>1399 Subtotal</u>	<u>0</u>	<u>0</u>	<u>0</u>
1600	Staff travel on official business			

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	1601	Travel	25,000	25,000	<b>50,000</b>
	<u>1699</u>	<u>Subtotal</u>	<u>25,000</u>	<u>25,000</u>	<u>50,000</u>
	1999	Component Total	410,000	410,000	820,000
<b>20</b>	<b>Subcontract component</b>				
	2100	Sub-contracts (MoUs/LoAs for cooperating agencies)			
	2101	MoUs for Conv. activities, general	81,000	86,000	<b>167,000</b>
	2102	MoUs Caspian Day	25,000	25,000	<b>50,000</b>
	<u>2199</u>	<u>Subtotal</u>	<u>106,000</u>	<u>111,000</u>	<u>217,000</u>
	2999	Component total	106,000	111,000	217,000
<b>30</b>	<b>Training component</b>				
	3300	Meetings/conferences (Title)			
	3301	Meetings/Conferences etc.	49,000	49,000	<b>98,000</b>
	3305	Miscellaneous training activities	0	0	<b>0</b>
	<u>3399</u>	<u>Subtotal</u>	<u>49,000</u>	<u>49,000</u>	<u>98,000</u>
	3999	Component Total	49,000	49,000	98,000
<b>40</b>	<b>Equipment and premises component</b>				
	4100	Expendable equipment (items under \$1,500 each)			
	4101	Office supplies	0	0	<b>0</b>
	<u>4199</u>	<u>Subtotal</u>	<u>0</u>	<u>0</u>	<u>0</u>
	4200	Non-expendable equipment			
	4201	Computer hardware	0	0	<b>0</b>
	4202	Office equipment	0	0	<b>0</b>
	<u>4299</u>	<u>Subtotal</u>	<u>0</u>	<u>0</u>	<u>0</u>
	4999	Component Total	0	0	0
<b>50</b>	<b>Miscellaneous component</b>				
	5200	Communications and Reporting Costs			
	5210	Office Communication	0	0	<b>0</b>
	5211	Websites (CEIC, Tehran Convention)	0	0	<b>0</b>
	5216	Miscellaneous	0	0	<b>0</b>
	<u>5299</u>	<u>Subtotal</u>	<u>0</u>	<u>0</u>	<u>0</u>
	5400	Hospitality and entertainment			
	5401	Hospitality / Accommodation			
	<u>5499</u>	<u>Subtotal</u>			
	5500	Monitoring and Evaluation			
	5501	Evaluation Consultants (fees, travel, DSA)	0	0	<b>0</b>
	<u>5599</u>	<u>Subtotal</u>	<u>0</u>	<u>0</u>	<u>0</u>
	5999	Component Total	0	0	0
<b>99</b>	<b>Direct costs, total</b>		<b>530,000</b>	<b>605,000</b>	<b>1,135,000</b>
	Programme support cost (13%)		68,900	78,650	147,550
<b>99</b>	<b>GRAND TOTAL</b>		<b>598,900</b>	<b>683,650</b>	<b>1,282,550</b>

\* The Trust Fund budget reflects the contributions by each member state of US\$ 72,000 per annum. It furthermore includes arrears in contributions and the expected cash carry over from the UNEP budget in 2018.

**STANDARDIZED LIST OF HOST COUNTRY SECRETARIAT SUPPORT**  
(Annex to TC/COP4/6)**I. Legal framework**

The Secretariat, its staff members, family members/dependents of the staff, representatives of the Contracting Parties of the Convention, delegates and experts invited to meetings and conferences in the host country will enjoy the privileges and immunities as are accorded to the existing United Nations organizations in that country, including:

- Immunity from jurisdiction
- Inviolability of the premises, archives, samples, equipment, and other material
- Freedom of financial assets from restrictions
- Facilities and immunities in respect of communications and publications
- Exemption from taxes and customs duties
- Other privileges and immunities

Spouses and children of the staff members of the Secretariat will enjoy access to the labor market without a complicated process. On the termination of the duties of the staff members, their spouses and children can continue working for a certain reasonable period.

The Secretariat and its staff members will be exempt from all compulsory contributions to the social security system of the host country. They are allowed to choose an insurance system of the UN or host country on voluntary basis.

A. stand-alone headquarters agreement will be concluded between the Government of the host country and the Secretariat which will include the above-mentioned privileges and immunities.

**II. Features of the office site and related financial issues**

An office building/accommodation will be provided free of charge. The accommodations will at least include: an executive room; sufficient rooms/space for staff and consultants; (access to) a conference room, kitchen-, sanitary- and storage facilities, and parking space.

The Office building/accommodations should preferably be located in the neighbourhood of public transport and hotel and restaurant facilities.

The host country will be responsible for:

- Major maintenance and repairs to the office facilities;
- Normal maintenance and repair;
- Utilities, including communication facilities.

The host country will provide free-of charge:

- Office equipment, supplies; and furniture;
- Public utilities (e.g. gas/water/sewage/electricity/waste disposal);
- Lines of communication (telephone/ISDN/fax/computer);
- Security equipment/security zone equipment;
- Conference equipment including interpretation system;
- Internet access;

**III. Facilities and conditions.**

The host country will to the maximum extend possible ensure:

- Local availability of trained personnel for possible employment in the Secretariat, taking account of language and other skills;
- Local transport facilities and their proximity to the office facilities at the disposal of the Secretariat;
- Health facilities and access to them by staff members of the Secretariat;
- Availability of suitable housing and the proximity of this housing to the office facilities at the disposal of the Secretariat;
- Facilities for the transfer of funds to and from foreign countries for the Permanent Secretariat and its staff members;
- That, participants to meetings organized by the Secretariat in the territory of the host country are granted visa entry permits, where necessary, in expeditious manner.

**IV. Other contributions to meet the operating costs of the Secretariat.**

The host country will provide the Secretariat free of charge with up to two Secretariat staff and a car and driver to be at their disposal. It also agrees to negotiate on a financial contribution of the host country.

**Memorandum of Understanding ~~(AZ delete: between the Contracting Parties to the Tehran Convention and the Executive Director of UNEP)~~ concerning the management and administration of the Convention Secretariat**

The Caspian Littoral States,

Republic of Azerbaijan

Islamic Republic of Iran

Republic of Kazakhstan

Russian Federation

Turkmenistan,

~~(RF: Being the)~~ Contracting Parties to the Framework Convention for the Protection of the Marine Environment of the Caspian Sea, done at ~~(RF delete: the City of)~~ Tehran, ~~(RF: Islamic Republic of Iran)~~ on ~~(RF delete: the fourth day of)~~ November ~~(RF: 4)~~ 2003 (herein after referred to as the ~~(RF: Contracting Parties)~~ ~~(RF delete: Tehran Convention)~~), and entered into force on 12 August 2006) as well as its Protocols, and

The Executive Director of the United Nations Environment Programme (UNE)

Recalling that ~~(RF delete: the Ministers of Naturel Resources and Environment and High-level Officials of the Contracting Parties to the Tehran Convention, at)~~ ~~(RF: the Decision of May 30, 2014 of)~~ the Fifth Meeting of the Conference of the Parties to the Convention ~~(RF delete: (COP5))~~ in Ashgabat, Turkmenistan, ~~(RF delete: in their Decision of 30 May 2014)~~ on the Location and Arrangements for the Secretariat of the Convention, requested UNEP through its Regional Office for Europe to carry out the administration of the ~~(RF delete: Tehran)~~ Convention Secretariat and for that purpose to establish a Trust Fund with mutually agreed terms of reference and budget subject to the Decisions of the COP;

Recalling also that the United Nations Environment Assembly, in its Decision 1/16 of 29 June 2014, authorized the Executive Director of UNEP to carry out the functions of the ~~(RF delete: Tehran)~~ Convention Secretariat, ~~(RF replace: as specified in by: according to)~~ article 23.1 of the ~~(RF delete: Tehran)~~ Convention, on such mutually agreed terms of reference as the Executive Director and the Parties see fit and in accordance with the Decision on the Location and arrangements for the secretariat of the Tehran Convention, adopted at the Fifth Conference of the Parties to the Convention;

~~(AZ: Recalling article 23 of the Tehran Convention, the provisions of which establish a Secretariat composed of the Executive Secretary and other personnel necessary to perform the functions determined in the Tehran Convention,)~~

~~(AZ: It is noted that the functions of the Secretariat of the Tehran Convention, previously provided by the UNEP Regional Office (for Europe) on an interim basis, will be implemented~~

with the administrative and technical support of UNEP-ROE, to the extent provided for in this Memorandum of Understanding)

Mindful that the Contracting Parties in their Decision on the Location and Arrangements for the Secretariat of the (RF: delete: Tehran) Convention, decided to locate the Convention Secretariat in the territory of the Caspian littoral states on a four-year rotation basis, in accordance with the alphabetical order of the English language, and welcomed the offer of the Republic of Azerbaijan to be the first host country of the Secretariat,

Have (RF: reached the following understanding:) (agreed as follows:)

1. (TCIS/RF: The Secretariat of the (RF delete: Tehran) Convention will be headed by an Executive Secretary- appointed by the COP in accordance with article 22.10(h) of the Convention) and recruited by UNEP in accordance with the Rules and Procedures of the United Nations and taking into account that the Contracting Parties expect UNEP to select/recruit/appoint nationals of the Contracting Parties on contracts which duration coincides with the four-year rotation schedule of the Convention Secretariat.) (AZ: The selection of the Executive Secretary, who shall be the chief administrative officer of the Secretariat of the Tehran Convention and such other personnel as required, appointed by the COP in accordance with article 22.10(h) of the Convention, will be carried out by UNEP in accordance with the Rules and Procedures of the United Nations, taking into account that the Contracting Parties after such appointment by the COP expect UNEP to enter into the relevant contracts, which duration coincides with the four year rotation schedule of the Convention Secretariat). (IR.Iran: The Secretariat of the Tehran Convention will be headed by an Executive Secretary. The Executive Secretary shall be selected and recruited by UNEP in accordance with the Rules and Procedures of United Nations and taking into account that the Contracting Parties expect UNEP to select and recruit nationals of the Contracting Parties other than the host country on contracts which duration coincides with the four-year rotation schedule of the Convention Secretariat. The Executive Secretary shall be appointed by the COP in accordance with article 22.10(h) of the Convention)
2. In line with article 23.3 and 4 of the (RF delete: Tehran) Convention, the Executive Secretary will be responsible and accountable to the COP for the management and operation of the Convention Secretariat, (both directly and, as far as the services listed in the attached agreed template of Secretariat services are concerned, through the Executive Director of UNEP)(AZ: As far as the services listed in the attached agreed template of Secretariat services are concerned, the Executive Secretary will be accountable to the COP through the Executive Director of UNEP, whereby the authority for exercising the functions- entrusted to the Executive Director of UNEP will be delegated to the Executive Secretary in accordance with UNEP's Delegation of Authority Framework.
3. The Executive Director of UNEP will establish a Trust Fund for receiving and administering contributions and donations for meeting the objectives of the (RF delete: Tehran) Convention and related Protocols, including the functioning of the Secretariat, in accordance with the attached agreed terms of reference and with a budget approved by the COP.

4. The relationship between the Convention Secretariat and its Host countries will be regulated in (RF: agreements with the respective country) (I.Iran: country specific Host Country agreements) (AZ: subsequent Host Country Agreements signed by the Host country and- the Executive Secretary) on behalf of the Secretariat by the Executive Director or UNEP or his delegated representative, (IR.Iran: whereas the host countries commit to provide the support enlisted in the agreed standardized list of Host Country Secretariat support) (RF: whereas the host countries will seek to create conditions for the effective functioning of the Secretariat).
5. This MOU (RF: shall apply from the date of signing) (AZ: becomes operational at the date it has been signed) (IR Iran: becomes operational at the date on which both the Contracting Parties, represented by the President of the COP and the Executive Director of UNEP have signed)
6. This MOU may (RF: be amended by agreement of its Parties) (IR Iran, at the request of (any Contracting Party or Executive Director of UNEP be amended) either party, be (IR Iran: amended) -reviewed at any time). (AZ: Such a request -will be made at least- four months- prior to the COP and addressed at its meeting) (IR Iran: Such a request, if any, shall be made not later than four months in advance of the next meeting of the COP). in advance, and then addressed at the next meeting of the COP. In any event, the MOU will be reviewed after each meeting of the COP to determine whether any modifications are needed. Any modifications to the MOU will be mutually determined in writing. (AZ: Any modifications and additions to the MOU will be in writing by agreement of all Contracting Parties)

On behalf of the Contracting Parties  
Secretariat

On behalf of the

(IR Iran/RF: President of the COP  
Executive

(IR Iran/RF:

-  
UNEP

Director

~~Executive Director UNEP/~~

(AZ: \_\_\_\_\_  
Executive Secretary)

(AZ: \_\_\_\_\_

~~-Republic of Azerbaijan~~

Islamic Republic of Iran

Republic of Kazakhstan

Russian Federation

Turkmenistan)

Executive

Secretary

**Agreement**  
**between the Republic of Azerbaijan, the Islamic Republic of Iran, the Republic of**  
**Kazakhstan, the Russian Federation and Turkmenistan on the Secretariat of the**  
**Framework Convention for the Protection of the Marine Environment of the Caspian**  
**Sea of 4 November 2003**

The Republic of Azerbaijan, the Islamic Republic of Iran, the Republic of Kazakhstan, the Russian Federation, Turkmenistan, hereinafter referred to as the Contracting Parties, Building on the universally recognized principles and norms of international law, taking into account the provisions of the Convention on the Legal Status of the Caspian Sea of 12 August 2018,

being guided by the necessity of institutional strengthening of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea of 4 November 2004,

taking into consideration article 22, paragraph 10, subparagraph (h) of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea of 4 November 2004,

aiming at realizing Article 23 of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea of 4 November 2003 on the Secretariat of the Convention (hereinafter the “Secretariat”), as well as in order to define its functions, structure and principles of financing,

have agreed as follows:

**Article 1**  
**Definitions**

For the purposes of the present Agreement:

“Convention” shall mean the Framework Convention for the Protection of Marine Environment of the Caspian Sea of 4 November 2003;

“Conference of the Parties” shall mean the Conference of the Contracting Parties established in accordance with Article 22 of Convention;

“Secretariat” shall mean the Secretariat mentioned in Article 23 of Convention;

“Executive Secretary” shall mean a chief administrative officer of the Secretariat;

“Sending State” shall mean the Contracting Party which sends its citizens to work for the Secretariat;

“Receiving State” shall mean the Contracting Party in whose territory the Secretariat is seated;

“National Authority” shall mean the authority, designated by each Contracting Party, which coordinates in that Contracting Party actions for implementing the Convention and its protocols;

“Personnel” shall mean personnel of the Secretariat comprising citizens of the Contracting Parties mentioned in article 4 of the present Agreement.

## **Article 2**

### **General Provisions**

1. The Contracting Parties hereby establish the Secretariat.
2. The Secretariat shall be seated at *[city, state]*.
3. The structure of the Secretariat (the Secretariat's staff) shall be approved by the Conference of the Parties.
4. The working languages of the Secretariat shall be the English and Russian languages.

## **Article 3**

### **Functions of the Secretariat**

Functions of the Secretariat shall be:

- (a) to organize and conduct sessions of the Conference of the Parties and meetings of its subsidiary bodies;
- (b) to prepare and communicate reports, notifications and other information to the Contracting Parties;
- (c) to consider information and enquiries received from the Contracting Parties and to hold consultations with them on matters related to the implementation of the Convention and its protocols;
- (d) to prepare and circulate reports on matters relating to the implementation of the Convention and its protocols;
- (e) to create and maintain the database of, and to inform of, laws of the Contracting Parties and international legal acts concerning the protection of the marine environment of the Caspian Sea;
- (f) to organise upon request from any Contracting Party the provision of technical assistance, and consultations, for the effective implementation of the Convention and its protocols;
- (g) to carry out other functions as may be determined under the protocols to the Convention;
- (h) to cooperate with universal and regional international organizations, programmes and states;
- (i) to perform such other functions as may be determined by the Conference of the Parties for the implementation of the Convention and its protocols.

## **Article 4**

### **Personnel**

Secretariat shall consist of the core and technical personnel.

The core personnel shall be appointed on a submission from National Authorities from among citizens of the Contracting Parties on parity basis. The procedure under which they shall be sent to work for the Secretariat shall be determined in the legislation of the Sending State.

The Executive Secretary shall be appointed by the Conference of the Parties from among the citizens of the Caspian States on a rotating basis, in the English language alphabetical order of the names of the Contracting Parties, for a term of four years without the right of prolongation for the next term.

The core personnel shall comprise the Executive Secretary, as well as staff members from among the citizens of the Contracting Parties whose responsibilities include performance of the functions set out in Article 3 of the present Agreement. Qualification requirements for the core personnel shall be approved by Conference of the Parties.

The persons constituting core personnel, with the exception of the Executive Secretary, shall hold equal positions with different scope of duties.

The technical personnel shall be recruited on a contract basis from among the citizens of the Receiving State for carrying out technical and service functions at the Secretariat.

The duties of the core personnel shall be approved by the Conference of the Parties

### **Article 5** **Funding the Secretariat Activities**

The Secretariat activities shall be funded out of:

- (a) the membership fees of the Contracting parties amount of which shall be determined by the Conference of the Parties;
- (b) the voluntary contributions from the Contracting Parties;
- (c) contributions from international organizations, funds and the private sector.

### **Article 6** **Legal capacity of the Secretariat**

The Secretariat shall enjoy the rights of a legal entity and may, in particular:

- (a) conclude contracts, acquire rights and assume obligations under them;
- (b) have its own seal with the full name and other necessary requisites of the independent organization;
- (c) own, acquire, rent and alienate movable and immovable property, as well as manage and dispose of it;
- (d) open bank accounts and perform financial operations;
- (e) act in courts as a plaintiff or defendant;

The rights provided for by the present article shall be carried out by the Executive Secretary or, in his/her absence, by the member of the Secretariat from among the core personnel, who stands in for him/her in performing his/her duties.

### **Article 7** **Privileges and Immunities**

1. The Secretariat shall be an international organization.

In performing its official duties the personnel shall be independent from National Authorities and officials of the Contracting Parties, and cannot request or receive instructions from them.

Each Contracting Party shall respect the status of the core personnel and not influence it while it performs its official duties.

2. In the Receiving State the core personnel shall:

- (a) be immune from arrest and detention for acts performed while on duty, except for the cases of detention at the crime scene and subsequent arrest;
- (b) enjoy the immunity from confiscation of personal property;
- (c) be exempted from taxes on wages and remunerations paid by the Secretariat, as well as from value added tax (VAT) and other similar taxes or fees. This privilege shall not apply to the citizens of the Receiving State.

3. The premises and means of transportation of the Secretariat, as well as its archives and documents, including official correspondence, under no circumstances can be the object of search, requisition, confiscation, arrest and enforcement actions.

4. The receiving States shall be under a special duty to take all necessary measures to protect the premises of the Secretariat from any intrusion, damage or unauthorized entry.

5. The Secretariat, its assets, income and other property shall be exempt from all direct taxes and fees levied in the territory of the Receiving State.

6. The Secretariat shall be exempted from value added tax (VAT) in respect of goods, works and services purchased in the Receiving State (except for utilities services).

7. The Secretariat shall be exempted from customs duties, restrictions and prohibitions in respect of items imported into and exported from the Receiving State, which are intended for the official use. Items imported under the exemption from general rules shall not be realised in the Receiving State, except under conditions agreed with the Government of the Receiving State.

8. The Secretariat shall be exempted from customs duties, restrictions and prohibitions in respect of its own printed products imported into and exported from the Receiving State.

## **Article 8**

### **International cooperation**

The Secretariat shall be entitled to cooperate with international organizations, programmes and states.

## **Article 9**

### **Final provisions**

1. The present Agreement shall be subject to ratification. The instruments of ratification shall be deposited with the [...] which shall perform functions of the Depositary of the present Agreement. The present Agreement shall enter into force on the date of the receipt by the Depositary of the fifth instrument of ratification.

2. The provisions of the present Agreement may be amended or supplemented by agreement between all Contracting Parties. The amendments and supplements to the present Agreement shall constitute an integral part thereof and be made in the form of separate protocols that shall enter into force on the date of the receipt by the Depositary of the fifth notification of the fulfilment of the internal state procedures by the Contracting Parties necessary for their entry into force.

3. The Depositary shall notify the Contracting Parties of the date of submission of each instrument of ratification and the date of entry into force of the present Agreement, as well as the date of entry into force of protocols introducing amendments and supplements to it.

4. The provisions of the present Agreement shall not affect the rights and obligations of the Contracting Parties arising from other treaties to which they are parties.

Done at the city of [...] on [...] in one original copy in the Azerbaijani, Kazakh, Russian, Turkmen, Farsi and English languages, all texts being equally authentic.

In case of disagreement, the Contracting Parties shall refer to the text in the English language.

The original copy of the present Agreement shall be deposited with the Depositary which shall send to the Contracting Parties certified copies of the present Agreement.

**For the Republic of Azerbaijan**

**For the Islamic Republic of Iran**

**For the Republic of Kazakhstan**

**For the Russian Federation**

**For Turkmenistan**

[1. KZ proposal:

1. Locate the Secretariat on a permanent basis in \_\_\_\_\_ (*name of the city and state*) starting \_\_\_\_\_ (*date*).

2. The structure of the Secretariat (personnel of the Secretariat) and its Rules of Procedures are approved by the Conference of the Parties.

3. The Secretariat shall consist of the main and technical personnel.

The main personnel shall be appointed on the basis of the proposal by the national authorities of the Contracting Parties on a parity basis among the nationals of the Contracting Parties. The procedure for their assignment to the Secretariat is determined by the legislation of the sending state.

The Executive Secretary is appointed by the Conference of the Parties among the nationals of the Caspian littoral states on a rotation basis in the alphabetical order of the English language of the names of the Contracting Parties for a period of four years without the right to extend for the next term.

The main personnel shall include the Executive Secretary, as well as staff from among the nationals of the Contracting Parties. Qualification requirements for the main personnel shall be approved by the Conference of the Parties.

Persons making up the main personnel, with the exception of the Executive Secretary, shall hold equal positions with a different range of duties.

Technical personnel shall be contracted from among the nationals of the host state to perform technical and service functions in the Secretariat.

The duties of the main personnel shall be approved by the Conference of the Parties.

4. The activities of the Secretariat are funded by:  
(a) membership fees of the Contracting Parties, the amounts of which are determined by the Conference of the Parties;  
(b) voluntary contributions from Contracting Parties;  
contributions from international organizations, foundations and the private sector.

The Financial Rules of the Secretariat shall be approved by the Conference of the Parties.

5. The Secretariat is an international organization.  
In the performance of their duties, the personnel shall be independent of national authorities and officials of the Contracting Parties and cannot request or receive instructions from them.

Each Contracting Party shall undertake to respect the status of the main personnel and not influence them in the performance of their official duties.

6. The Secretariat is entitled to cooperate with international organizations, programs and states.

7. Express their gratitude to the UNEP Regional Office for Europe for performing the functions of the Interim Secretariat of the Convention and request it to continue to perform these functions until all activities related to the organization of activities of the permanent Secretariat are completed.]

## Secretariat arrangements of the Tehran Convention: historic overview

### Background

Based on a series of initiatives, meetings, missions, communiques and declarations starting from 1991 and reflecting a strong regional desire for environmental cooperation to safeguard the stressed environment of the Caspian Sea, a joint mission of UNDP, World Bank and UNEP visited the region in April 1995. The mission, conducted in full consultation with and cleared by the littoral states, emphasized the need for strengthening the institutional, legal and regulatory frameworks, both at national and international levels, and encouraged the development of a Caspian Environment Programme (CEP) as a comprehensive long-term strategy for the protection and management of the Caspian environment, and of a framework convention for the protection and sustainable use of the Caspian Sea region.

The CEP was formally launched in 1998. It was governed by a Steering Committee consisting of one senior representative from each of the Caspian States and one representative of each of the international partners (UNDP, UNEP, WB, EU), and serviced by a Programme Coordination Unit (PCU). The CEP PCU began work in 1998 in Baku and was transferred to Tehran in 2003 in venues provided by the Government Azerbaijan and IR Iran respectively. Financial support was provided by the GEF and the EU.

Following the recommendation of the inter-agency mission, pursuant to the request for assistance in preparation of an international convention on the protection of the Caspian Sea environment by the 4<sup>th</sup> Session of the Interstate Environmental Council of the Commonwealth of Independent States (CIS) in Minsk in 1993, and through bilateral consultations with the Governments in the region and a series of expert meetings, UNEP through its Regional Office for Europe initiated a process of negotiations aiming at the development of a legal framework and institutional mechanism for cooperation in the protection of the Caspian Sea. The process began with a first expert meeting in Geneva, 12-14 December 1995, and resulted in the development and signature of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea (Tehran Convention) in Tehran, Islamic Republic of Iran, on 4 – and in the case of Turkmenistan 8 - November 2003 and its entry into force on 12 August 2006.

The CEP Steering Committee meeting in Moscow on 5-6 December 2006, concluded and recommended that the CEP achievements and its institutional structure, policy documents including the Strategic Action Plan, and investment ideas should be made available for use by the Conference of the Parties (COP) to the Tehran Convention and its emerging secretariat and related bodies. The Committee also suggested the celebration of August 12<sup>th</sup> as the Caspian Day.

### The Convention

The General obligations in article 4 of the Convention include the provision that the Contracting Parties shall 'cooperate with each other and with competent international organizations for the achievement of the objective of this Convention'

By article 23.1 the Convention establishes its Secretariat. Article 22.9 (b) provides that the Conference of the Parties (COP), at its first meeting, shall decide on 'the arrangements for the permanent Secretariat of the Convention, including its location and staffing'. Article 22.10 (h) enlists

as one of the functions of the COP 'to appoint the Executive Secretary of the Convention and such other personnel as may be required, taking into account the equitable representation of the Contracting Parties'. Article 23.3 states that the Executive Secretary 'shall be the chief administrative officer of the Secretariat of the Convention', working under the authority of and supervision by the COP.

Article 22.10 (e) of the Convention authorizes the COP 'to consider reports prepared by the Secretariat on matters relating to this Convention'. Article 23.4 entitles the Secretariat (d) 'to prepare and transmit reports on matters related to the implementation of the Convention and its protocols' and (j) 'to perform such other functions as may be determined by the Conference of the Parties'.

### **The Conference of Plenipotentiaries (Tehran, IR Iran, 3-4 November 2003)**

The Conference of Plenipotentiaries for the Adoption and Signature of the Tehran Convention by its Final Act of 4 November 2003, agreed 'pending the entry into force of the Convention and with a view to prepare for COP1', 'to request the Regional Office for Europe of the United Nations Environment Programme (UNEP-ROE) to continue to service the Convention process'.

### **COP1 (Baku, Republic of Azerbaijan, 23-25 May 2007)**

COP1 reviewed the institutional arrangements for the Tehran Convention, based on a Note by the interim Secretariat (TCIS). The Note was pre-discussed and reviewed at the Senior preparatory Meeting for COP1, in Moscow, 7-8 December 2006. The Note reviewed the possibility of an autonomous Secretariat versus a Secretariat linked to an international organization; the Secretariat location against the background that – in reply to a questionnaire issued by TCIS - both Azerbaijan and the IR Iran had offered to host the Permanent Secretariat, whereas Russian Federation had expressed an interest; and financing through a trust fund arrangement or autonomous financial regulations established by the Parties. The Note estimated the minimum average cost of the Secretariat to be USD 500,000, out of which USD 140,000 could be covered by the country hosting the Secretariat.

The Ministers and High-level Officials of the Contracting Parties, in their COP1 Statement of 25 May 2007 decided 'to continue further discussions on institutional arrangements of the Convention at the second and subsequent meetings of the COP in view to finalize and reach consensus on these issues'. They expressed 'gratitude to UNEP for its cooperation and support to the Convention' and requested UNEP 'to continue the functions of the Convention Secretariat ad interim until a permanent Secretariat has been put in place'.

COP1 adopted a separate list of Decisions which included the same two paragraphs. They furthermore enlisted the commitment of the Contracting Parties 'to collectively provide an amount of USD 360,000 to the budget of the Tehran Convention for the year 2009 (USD 72,000 as contribution per each Party).'

### **COP2 (Tehran, IR Iran, 10-12 November 2008)**

At their second Meeting, on 16 October 2007, in Tehran, IR Iran, the Presidents of the five Caspian countries, in their Declaration, inter alia, expressed satisfaction that the Tehran Convention had come into force, and noted the need to – as soon as possible – 'finalize the procedural aspects of the Convention, especially as regards the location of its permanent secretariat'.

At COP2, the Ministers and High-level Officials of the Contracting Parties in their Statement of 12 November 2008 agreed 'to review the institutional arrangements for the Tehran Convention at the third Meeting of the COP, or earlier following an agreement on the location and arrangements of the

permanent Secretariat', and confirmed 'their intention to reach such agreement as soon as possible'. They invited UNEP 'to continue the functions of the Convention Secretariat ad interim until a permanent Secretariat has been put in place, and to develop a proposal for administering the permanent Secretariat for their consideration at the third Meeting of the COP'.

Recalling their decision to collectively provide an amount of USD 360,000 per year (USD 72,000 as contribution of each Party) to the budget of the Tehran Convention, the Ministers and High-level Officials agreed to continue to support the implementation of the Programme of Work on the same conditions and with the same amount.

### **COP3 (Aktau, Republic of Kazakhstan, 10-12 August 2011)**

In advance of COP3 three Preparatory Committee (PrepCom) meetings took place, in Almaty, Kazakhstan, 16-17 September 2010, and in Geneva, Switzerland, 11-12 February 2011 and 14-15 July 2011. At an earlier stage, a meeting of Senior Officials on procedural and institutional issues of the Tehran Convention was held in Geneva, 25-29 May 2010.

COP2 had requested TCIS to develop a proposal for administering the permanent Secretariat for their consideration at the third Meeting of the COP. Following the request TCIS issued a Note entitled 'Administration and Financial Management of the Tehran Convention and its Protocols'. The Senior Officials, at their Meeting in May 2010, reviewed the Note and requested TCIS to further highlight the advantages and disadvantages of a UNEP administered Secretariat versus an independent Secretariat in a table. The Note and the table were reviewed at the Preparatory Meeting for COP3 in Almaty and consequently submitted to and discussed at COP3. A draft Decision was prepared and added for the case the COP would decide to request UNEP to administer the Convention Secretariat.

During the discussions at COP3 the Representatives of the Republic of Azerbaijan, IR Iran and Russian Federation reiterated their Government's interest in hosting the Convention Secretariat. Kazakhstan expressed support for the proposal of Azerbaijan to locate the Secretariat in Baku. All delegations reiterated that the Secretariat should be located in the region, but views differed as to the time it would take to reach an agreement on the location of the Secretariat and put the related arrangements in place.

Upon consultation between the Ministers and Heads of delegation during the High-level segment, the COP, at the proposal of the Vice-President of IR Iran, agreed to include a reference in the preamble of the Ministerial Statement to the possibility of collaborative management of the Secretariat by the countries through the establishment of Centres of Excellence for each Protocol distributed among the Caspian littoral states.

In the Ministerial Statement and Decisions adopted on 12 August 2011, the Ministers and High-level Officials of the Contracting Parties:

- Noting that the Republic of Azerbaijan and the IR Iran have put forward their candidature for hosting the Secretariat of the Tehran Convention and that Russian Federation has expressed interest;
- Noting furthermore amongst other options the proposal made by the Vice-President of IR Iran for collaborative management of the Secretariat including a Centre of Excellence for each Protocol distributed amongst the Contracting Parties:
  1. Decide the establishment/shift of the Secretariat of the Convention to the territory of one of the Caspian littoral states, and to take a final decision on the procedural aspects of the Convention, especially regarding the Secretariat location, if possible, not earlier than by the fourth Meeting of the COP;

2. Express their gratitude and invite UNEP to organize a meeting on the location of the permanent Secretariat and continue to host and administer the interim Secretariat of the Tehran Convention through its Regional Office for Europe in Geneva, until a permanent Secretariat arrangement has been decided upon and put in place.

#### **COP4 (Moscow, Russian Federation, 10-12 December 2012)**

Meeting in Moscow, mid-March 2012, the Representatives of the Caspian states could not reach a working level understanding on how to implement the Decisions of COP3 related to the establishment and shift of the Convention Secretariat to the region, and discussed the possibility to, as a start, move the TCIS to the region, with a location on rotation basis. At the request of the meeting TCIS prepared a Note entitled 'Shifting the Tehran Convention interim Secretariat to the region: issues to be considered'.

At their first PrepCom Meeting for COP4, in Geneva, 11-13 July 2012, the Representatives of the Contracting Parties reviewed the issue of the Convention Secretariat location and arrangements based on the Note by TCIS. It was decided, and consequently the National Focal Points of the Republic of Azerbaijan and IR Iran, by letter of 20 July 2012, were requested 'to enter into bilateral discussions in order to harmonize their views/positions on the location of the Convention Secretariat in the region, as well as on a standardized package of host country secretariat support, with a view to facilitate decision-making on these issues at COP4'. The Ministers/National Focal Points of the other countries were copied on the request.

The July Meeting agreed and the Ministers were informed that in case no agreement would be reached by all Contracting Parties on the basis of the feedback received, a system of full host country rotation in alphabetical order may be decided and installed.

The Representatives of the Contracting Parties, at their Meeting in July 2012 confirmed that the Parties remain inclined to request UNEP to administer the Secretariat.

At the second PrepCom Meeting for COP4 in Ashgabat, Turkmenistan, 7-9 November 2012, the Representatives of the Contracting Parties took note of the letter of IR Iran, dated 29 October 2012, informing that the discussions between the Republic of Azerbaijan and IR Iran were ongoing, and urged the two countries to advance their consultations and to report on the results to COP4.

The Meeting furthermore agreed with the standardized list of host country secretariat support, prepared by TCIS.

In the Ministerial Statement and Decisions adopted at COP4 on 12 December 2012, the Ministers and High-level Officials of the Contracting Parties:

- Noting that the Republic of Azerbaijan and the IR Iran have put forward their candidature for hosting the Secretariat of the Tehran Convention and that Russian Federation has expressed interest;
- Recalling the request to the Republic of Azerbaijan and the IR Iran to enter into bilateral discussions in order to harmonize their views/positions on the location of the Convention Secretariat in the Caspian Sea region and on a standardized package of host country secretariat support, with a view to conclude the implementation of decision one of the Ministerial Statement and Decisions of COP3:
  1. Request the Contracting Parties, in particular the Republic of Azerbaijan and the IR Iran, to continue the consultations on the location of the Secretariat to the Framework Convention for the Protection of the Marine Environment of the Caspian Sea on a permanent basis in the

- territory of one of the Caspian littoral States, or on a rotational basis in alphabetical order of the English language;
2. Invite UNEP to continue to host and administer the interim Secretariat through its Regional Office for Europe in Geneva, and finalize the arrangements for hosting and administering the Convention Secretariat at location in the region if thereto invited by the Contracting Parties at their fifth Meeting of the COP.

#### **COP5 (Ashgabat, Turkmenistan, 28-30 May 2014)**

The implementation of the Decisions of COP4 was discussed at an Institutional and Planning Meeting in Baku, Republic of Azerbaijan, 22-25 April 2013. Representatives of the Contracting Parties reviewed a Note prepared by TCIS on 'Shifting/establishing the Tehran Convention Secretariat in the region'. They agreed that in case no common position would emerge from the consultations between Republic of Azerbaijan and IR Iran and with other countries, the Contracting Parties should consider and decide to locate the Convention Secretariat in the territory of one of the Caspian littoral states on a (six) year rotational basis in alphabetical order of the English language.

After IR Iran proposed to host an extra-ordinary Meeting of the COP, 12-14 August 2013, in Tehran, TCIS, at their request circulated a draft Ministerial Statement including the Decision to locate the Convention Secretariat in the territory of the Caspian littoral States on a rotation basis, in accordance with the alphabetical order in the English language, if by the end of November 2014 Azerbaijan and IR Iran had not been able to reach consensus on an alternative with the full support of the other Parties. The draft Statement furthermore included the request to TCIS to prepare the organizational document package regarding the location of the Convention Secretariat in the territory of the Caspian littoral States on a rotation basis and present it for consideration to COP5.

Due to Presidential elections and in IR Iran and other circumstances, the extra-ordinary Meeting of the COP did not take place.

At the PrepCom meeting for COP5 in Geneva, 19-20 December 2013, the Representatives of the Contracting Parties agreed that TCIS would prepare proposals for a Convention Secretariat, rotating every 4/6 years in alphabetical order of the English language, administered by UNEP and staffed as proposed in the TCIS Note on 'Shifting/establishing the Tehran Convention Secretariat in the region', which at the request of the Planning Meeting was revised and circulated by letter of 22 October 2013.

The Note revealed that the Convention Secretariat could best consist of an Executive Secretary and 5 staff, against a cost for salaries and operations of around USD 1.2 mln per year. With an annual contribution by countries of USD 360,000 and a contribution in cash and/or in kind of USD 125,000 from the Secretariat Host country, staff secondments would be needed to offset budgeted salary costs and allow the Secretariat to operate the way it should.

At the second PrepCom Meeting for COP5 in Ashgabat, March 2014, the Representatives of the Contracting Parties reached agreement on a Secretariat location on a rotational basis and on the administration of the Convention Secretariat with UNEP as host organization, in the understanding that the period of rotation (4/6 years) should be decided by the COP.

At their 5<sup>th</sup> Meeting, on 30 May 2014, the Ministers and High-level Officials of the Contracting Parties adopted and signed the Decision on the Location and arrangements for the Secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea.

By that Decision the Contracting Parties decided to transform the interim Secretariat of the Convention (TCIS) provided by the Regional Office for Europe of the United Nations Environment Programme (UNEP ROE) in Geneva, into a rotating permanent Secretariat in the region, starting from

2015 in Baku, Azerbaijan. UNEP, through UNEP ROE was requested 'to carry out the administration of the Secretariat and for that purpose to establish a Trust Fund (TF) with mutually agreed terms of reference (ToR) and a budget subject to the decisions of the COP'.

TCIS was requested 'to coordinate and service consultations with and between the Contracting Parties and UNEP, with a view to reach agreement on the composition of the Convention Secretariat and the terms of reference and budget of the Trust Fund'.

In their Statement of 30 May 2014, the Ministers and High-level Officials of the Contracting Parties 'welcomed the adoption and signing of the Decision on the Location and Arrangements for the Tehran Convention Secretariat', and decided 'to continue to collectively provide a contribution of USD 360,000 (USD 72,000 per country) per year to the budget of the Convention'. The Secretariat was requested 'to consult the Contracting Parties on the possibility of increasing their contributions taking into account the Decision to locate the Secretariat in the territories of the countries of the Contracting Parties'.

The United Nations Environment Assembly (UNEA), at its first session, on 27 June 2014, adopted Decision 1/16 'authorizing' the Executive Director (ED) of UNEP to 'carry out the functions of the Tehran Convention Secretariat, as specified in article 23.1 of the Convention, on such mutually agreed terms of reference as the ED and the Parties see fit, and in accordance with the Decision by COP5 on the location of the Secretariat'.

#### **COP6 PrepCom 1 to 4, November 2014 – November 2016**

PrepCom 1, 2 and 3 were all held in Baku, 24-27 November 2014, 31 May – 3 June 2015, and 10-11 November 2015 respectively. The Representatives of the Contracting Parties then met and discussed institutional arrangements of the Tehran Convention during their Meeting on the Protocol on Monitoring, Assessment and Information Exchange, in Baku, 20-22 January 2016. PrepCom4 took place in Geneva, 7-10 November 2016.

The decisions of COP5 and UNEA created the platform for the finalization of the core of the Tehran Convention institutional arrangements: a trust fund (TF); recruitment of the Executive Secretary; and signing of the Secretariat Headquarters (Host Country) agreement (HCA).

#### **1. The Trust Fund (TF)**

Following the decision of COP5, TCIS prepared and submitted draft Terms of Reference (ToR) for the TF in May 2014. Given that the ToR had to be agreed by the Parties and UNEP (see above decisions of COP and UNEA), the draft was based on the formal requirements of both UN/UNEP Rules and Procedures and the Tehran Convention Financial Rules.

At PrepCom1 for COP6, in November 2014, the Representatives of the Contracting Parties reviewed the draft ToR and made some minor amendments while agreeing with the overall text. After consideration of the proposed amendments UNEP, in June 2015 agreed with the proposed ToR. PrepCom3, in November 2015, reviewed the final text of the ToR and expressed its agreement. It also reviewed the proposed budget for the TF, and agreed to submit the Convention Trust Fund arrangement to COP6 for approval, 'in the understanding that the budget figures will be updated once the certified statement of income and expenditure over 2015 has been issued'.

#### **2. The Executive Secretary**

The recruitment process for the Executive Secretary of the Tehran Convention was initiated in June 2014. The vacancy announcement was issued in February 2015. Interviews for the position took place

in the summer of 2015. At the invitation of UNEP, a representative of the Government of Turkmenistan – Presidency of the COP – participated as observer in the interview panel.

At PrepCom2 for COP6, in May/June 2015, the Representatives of the Contracting Parties urged and requested UNEP to ensure that the Executive Secretary is selected, nominated and in function by the time they meet for COP6. They recalled their wish that the Executive Secretary be a national of one of the Caspian littoral States.

In September 2015, the selection process within UNEP was finalized. It was decided, however, to wait with the actual recruitment of the Executive Secretary until the negotiations with Azerbaijan on the Host Country Agreement were concluded.

At PrepCom3, in November 2015, the Parties expressed their concern about the lengthy recruitment process, 'stressed the importance of soonest completion of the recruitment of the Executive Secretary of the Tehran Convention' and 'urged UNEP to finalize the recruitment process for the position by the end of the year'.

The call on UNEP for urgency and the need to conclude the recruitment process of the Executive Secretary was repeated during the meeting of the Contracting Parties in Baku, in January 2016, and at PrepCom4 in November 2016.

### **3. The Host Country Agreement (HCA)**

COP5, in its Decision on the Location and Arrangements for the Tehran Convention Secretariat, appealed to the host country (Azerbaijan) to support the Secretariat in accordance with the Standardized List of Host Country Secretariat Support, agreed at COP4. The list includes the enjoyment by Secretariat staff, representatives of the Contracting Parties, delegates and experts, invited to meetings and conferences in the host country, of the privileges and immunities accorded to the existing UN organizations in the host country.

The negotiations on the HCA started mid 2015 with the understanding of Azerbaijan that the HCA would be one between the host country (Azerbaijan) and the TC Secretariat. UNEP on the other hand maintained that the mandate which it had received from UNEA to perform the functions of the Secretariat implied that the HCA should be one between Azerbaijan and UNEP.

Efforts to overcome the differences in positions, for instance by having the HCA signed by Executive Director of UNEP on behalf of the TC Secretariat, were undertaken in meetings in Geneva and Baku, but remained unsuccessful. PrepCom3 for COP6 in November 2015 and the ensuing meeting of the Parties in Baku, in January 2016, urged UNEP and Azerbaijan to find a compromise. In light of the Secretariat rotation it was agreed that all Parties should be consulted on the HCA.

In March 2016, Azerbaijan circulated its version of the HCA to the Parties for their comments. UNEP expressed reservations after which TCIS developed a possible compromise text which, at the request of Azerbaijan was also shared with the Parties by letter of 24 May 2016.

After various exchanges and clarifications including an explanatory letter from UNEP to the Contracting Parties dated 12 July 2016, the draft texts of the HCA were submitted to PrepCom4 for review.

### **PrepCom 4 to 7, November 2016 – November 2019**

PrepCom4 and 5 took place in Geneva, 7-10 November 2016 and 13-17 November 2017 respectively. From 5 – 7 February 2018 the Representatives of the Contracting Parties met in Baku, Republic of Azerbaijan to review the Secretariat arrangements and the finalization of Protocols. PrepCom 6 and 7 were held in Baku, Republic of Azerbaijan, 14-28 September 2018 and 16-20 September 2019 respectively.

The Representatives of the Contracting Parties, at PrepCom4, in November 2016, reiterated their agreement with the proposed Convention Trust Fund arrangement as well as their wish that the recruitment process of the Executive Secretary of the Convention be concluded by the time of COP6.

They reviewed the HCA proposal of the Republic of Azerbaijan in a special Working Group. It was preliminarily agreed that the HCA could take the form of an exchange of letters between the Republic of Azerbaijan and UNEP, with a reference to an earlier agreement between the Republic of Azerbaijan and the UN. In a letter of 27 January 2017, UNEP requested the Republic of Azerbaijan to confirm the understanding of the November 2016 Meeting; by that time, however, the Ambassador of the Republic of Azerbaijan in Geneva had already informed that his Government could not agree with that approach. During his visit to Baku, 5-6 May 2017, the Deputy Executive Director of UNEP again pointed to the possibility of a HCA in the form of an exchange of letters, but the Republic of Azerbaijan remained against the idea.

Consequently, TCIS learned that the Republic of Azerbaijan called a Meeting of the Caspian countries without UNEP presence to finalize the preparatory process related to establishment of the Secretariat of Tehran Convention in the region on a rotation basis in May 2017. No follow up was reported from that Meeting to the TCIS.

Following consultations, TCIS, at the request of the Contracting Parties, prepared a draft COP Decision on institutional arrangements for the Tehran Convention for consideration by PrepCom5 in November 2017. Comments and proposals were also provided by the Republic of Azerbaijan, IR Iran and Russian Federation. Time constraints prevented a full review of all proposals submitted, and at the instigation of the Republic Azerbaijan, TCIS was requested to prepare a Memorandum of Understanding (MOU) between the Executive Secretary/Chair of the COP of the Tehran Convention and the Executive Director of UNEP to regulate the future relationship between the Convention process and UNEP.

At their Meeting in Baku, early February 2018, the Representatives of the Contracting Parties discussed the draft MOU on the Management and Administration of the Convention Secretariat, prepared by TCIS. The draft MOU addressed the selection and appointment of the Executive Secretary and other Secretariat staff; the division of responsibilities and accountability between the Executive Secretary and the Executive Director UNEP; the Convention Trust Fund arrangement; and the Host Country Agreement. It was agreed that comments should be sent to TCIS by 19 February 2018. The Meeting was informed that upon receipt of the comments, the MOU would be revised whereas the Republic of Azerbaijan and UNEP would undertake to finalize the host country agreement.

The MOU together with the comments made was submitted to and partially discussed at PrepCom6, in September 2018.

At that Meeting, the Representative of Kazakhstan stated that Kazakhstan does not support the concept of a Convention Secretariat administered by a non-Party external entity and that therefore COP5 Decision of 30 May 2014 on the Location and arrangements for the Tehran Convention Secretariat had to be revisited. The Representative furthermore stated that the Contracting Parties should now go for an exclusive five Party Agreement on the Secretariat arrangements, and that this new conceptual approach should guide the Contracting Parties in their discussion on the MOU.

The Representative of Azerbaijan expressed readiness to discuss the Proposal of Kazakhstan. The Representative of Turkmenistan preferred to discuss the Secretariat arrangements based on the Decision of COP5. Consequently, the Representatives of IR Iran, Russian Federation and Turkmenistan reserved their position indicating that the proposal of Kazakhstan would have to be internally reviewed in their capitals.

In view of the foregoing, the Representatives of the Contracting Parties at PrepCom6 did not succeed in reaching agreement on the text of the MOU and requested TCIS to reproduce the text of the MOU reflecting the state of art in terms of paras reviewed, and paras and proposals which were not or only partly discussed. The status report was issued at the last day of the Meeting.

Based on consultations and as requested by individual Contracting Parties, the agenda of PrepCom7 in September 2019 contained three items related to the Convention Secretariat arrangements:

*1. Management and administration of the Tehran Convention Secretariat.*

In briefly introducing the document the Representative of TCIS recalled that the report reflected the process of negotiations on the Memorandum of Understanding (MOU) concerning the management and administration of the Convention Secretariat, including, in Annex 3, the state of the art in terms of paras reviewed and paras and proposals which were not or only partly discussed at PrepCom6 in September 2018.

The document was not discussed but during the discussion of the draft Agreement on the Secretariat of the Convention, proposed by Kazakhstan (see below), the representatives of IR Iran, Russian Federation and Turkmenistan stated that issues addressed in this Agreement were also addressed in the MOU concerning the management and administration of the Convention Secretariat, and expressed their preference for continuing the discussions on the Convention Secretariat arrangements on the basis of the MOU. The Representative of IR Iran requested TCIS to draft and include a para to that effect in the draft Ministerial Statement and Decisions of COP6.

The representative of Kazakhstan repeated Kazakhstan's objection against the MOU.

*2. Draft Agreement between the Republic of Azerbaijan, the Islamic Republic of Iran, Republic of Kazakhstan, the Russian Federation and Turkmenistan on the Secretariat of the Framework Convention for the Protection of the Marine Environment of the Caspian Sea of 4 November 2003.*

The draft of the Agreement was introduced by the Representative of Kazakhstan, who reminded the Meeting that Kazakhstan on 29 July 2019 had sent the Agreement via diplomatic channels to the Tehran Convention Contracting Parties. She highlighted and requested the Representatives of the Contracting Parties to provide their opinion on the main elements of the Secretariat arrangement proposed in the Agreement: location; structure and staffing; financing; and international status.

The Representative of the Republic of Azerbaijan stood ready to discuss the details of the Agreement as proposed by Kazakhstan.

The Representatives of IR Iran, Russian Federation and Turkmenistan questioned the need for a new agreement on the Location and Arrangements of the Tehran Convention Secretariat, recalling that the implementation of the related Decision by the Contracting Parties, taken at COP5, in Ashgabat, Turkmenistan, on 30 May 2014, was already underway.

They added that they were not in a position to discuss the details of the Agreement and would submit the proposals of Kazakhstan with the views expressed to their Governments for internal review.

The Representative of Kazakhstan informed that the delegation would summarize and submit the views of his Government on the main elements of the Agreement in a proposal for inclusion in the draft of the Ministerial Statement and Decisions of COP6. The proposal was attached to the Report of the Meeting.

The Representative of Kazakhstan requested the Government of the Republic of Azerbaijan - host of PrepCom7 -, to circulate the draft Ministerial Statement and Decisions after PrepCom7 through diplomatic channels to the Contracting Parties, with a view to promote and arrive at a common position at COP6 on the elements of the Agreement proposed by Kazakhstan.

*3. Tehran Convention Interim Secretariat services; proposal to move the interim Secretariat (TCIS) to the UN house in Azerbaijan.*

In introducing the document, the Representative of TCIS recalled that the TCIS Note was circulated to the Contracting Parties on 1 July 2019 for comments. Comments were received from IR Iran and annexed to the Note.

The TCIS Representative stated that moving the interim Secretariat to Baku, recruiting a Head of office and seeking staff secondments, is highly needed to secure a successful and cost-effective Convention process pending the decision and establishment of a permanent Convention Secretariat. It would imply locating and managing the UNEP project providing for the interim Secretariat services from the UN House in Baku, through an interagency agreement with the local UN office in Baku.

The cost would not exceed the budget projections provided in the proposed Program of Work. The move could be effectuated within a timeframe of three months.

The TCIS Note was not discussed but kept pending for consideration by COP6.