



**Agreement on the Conservation of
Albatrosses and Petrels**

**REPORT OF THE THIRD SESSION OF
THE MEETING OF THE PARTIES**

**Bergen, Norway
27 April – 1 May 2009**

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LIST OF ACRONYMS

AC	Advisory Committee (AC1, AC2 etc refer to the first, second, etc meetings of the Advisory Committee)
ACAP	Agreement on the Conservation of Albatrosses and Petrels
ASOC	Antarctic and Southern Ocean Coalition
AEWA	Africa-Eurasia Migratory Waterbird Agreement
CMS	Convention on Conservation of Migratory Species of Wild Animals
FAO-COFI	Food and Agriculture Organization of the United Nations — Committee on Fisheries
IPOA-Seabirds	International Plan of Action-Seabirds
IUCN	International Union for the Conservation of Nature and Natural Resources
IUU	Illegal, Unreported and Unregulated
MoP	Meeting of the Parties (MoP1 and MoP2 refer to first and second Session of the Meeting of Parties, respectively)
MoU	Memorandum of Understanding
NPOA-Seabirds	National Plan of Action-Seabirds
RFMO	Regional Fisheries Management Organisation
UK	United Kingdom of Great Britain and Northern Ireland
UN	United Nations
UNEP	United Nations Environment Program
UNEP-WCMC	UNEP — World Conservation Monitoring Centre
USA	United States of America
WWF	World Wide Fund for Nature

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1 OFFICIAL OPENING AND OPENING REMARKS

- 1.1 The Third Session of the Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels (ACAP) was held in Bergen, Norway, from 27 April to 1 May 2009. The meeting was officially opened by Dr Marco Favero as acting Chairperson of the meeting in accordance with Rule of Procedure 12 (2).
- 1.2 Eleven Parties were represented: Argentina, Australia, Brazil, France, New Zealand, Norway, Peru, South Africa, Spain, the United Kingdom of Great Britain and Northern Ireland (UK) and Uruguay. Apologies were received from Chile and Ecuador, which were not represented.
- 1.3 Three Range States were represented: Canada, Japan and the United States of America (USA). Namibia had been invited but was not represented.
- 1.4 Relevant RFMOs, intergovernmental and non-governmental organisations were invited to attend the meeting as observers. The United Nations Environmental Programme World Conservation Monitoring Centre (UNEP-WCMC), the Convention on the Conservation of Migratory Species of Wild Animals (CMS), the Africa-Eurasia Migratory Waterbird Agreement (AEWA), BirdLife International, Antarctic and Southern Ocean Coalition (ASOC) and the World Wide Fund for Nature (WWF) were present.
- 1.5 The List of Participants (MoP3 Doc 5) is given at Annex 9. The List of Documents (MoP2 Doc 4, Rev 5) is given at Annex 11.
- 1.6 Uruguay, Norway and Brazil, which had acceded to the Agreement since the Second Session of the Meeting of the Parties, expressed their pleasure in participating in the meeting as Parties to the Agreement, and their commitment to achieving the objectives of the Agreement.
- 1.7 Mr Rune Fjeld, Acting County Governor of Hordaland, on behalf of Norway formally welcomed delegates to the Third Session of the Meeting of the Parties. Mr Fjeld emphasised the importance of the Agreement and the need for all States to work cooperatively for the conservation of albatrosses, petrels and their environment. He wished all participants a successful and productive meeting.
- 1.8 The Acting Chairperson proposed the election of Ms Gunn Paulsen (Norway) as Chairperson (Chair) of the Meeting of the Parties. This was accepted by acclamation of the Meeting. Under Rule of Procedure 12 (2) the Chair of the Advisory Committee became the Vice Chairperson (Vice Chair) of the Meeting of the Parties.

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- 1.9 The Chair, on behalf of all delegations, thanked Mr Fjeld for his welcoming remarks.

2 PROCEDURAL ISSUES

2.1 ADOPTION OF AGENDA

- 2.1.1 An additional item, Issues Arising from the Appointment of the Executive Secretary, was added to the agenda under Other Business. The supplementary provisional agenda as amended was adopted by the meeting and is provided in Annex 10 (MoP3 Doc1, Rev 3).

2.2 ESTABLISHMENT OF CREDENTIALS COMMITTEE

- 2.2.1 A Credentials Committee was formed comprising representatives from Brazil, New Zealand and the UK.

3 REPORTS

3.1 REPORT OF CREDENTIALS COMMITTEE

- 3.1.1 The Chair of the Credentials Committee (Brazil) reported that the credentials presented by nine Parties at the meeting were acceptable. Two Parties informed the Committee that they will expeditiously provide originals of acceptable documents directly to the Secretariat in Hobart. The Committee's report was accepted by MoP3.

3.2 REPORT OF DEPOSITARY

- 3.2.1 Australia, in its role as Depositary, presented its report, (MoP3 Doc 7) noting that, with the accessions of Brazil, Norway and Uruguay since MoP2, there were now 13 Parties to the Agreement.
- 3.2.2 The Secretariat reported that it had held encouraging discussions with the United States of America and Namibia in relation to their accession to the Agreement.
- 3.2.3 Argentina made reference to the "Other notifications" point 2 of the Report of the Depositary, and reaffirmed its sovereignty over the Falkland Islands (Islas Malvinas), South Georgia and the South Sandwich Islands (Islas Georgias del Sur e Islas Sandwich del Sur) and the surrounding maritime areas, and read a Diplomatic Note which it had presented to the Government of Australia, included in Annex 12.

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- 3.2.4 The United Kingdom responded to the intervention by Argentina to reaffirm that it had no doubt about its sovereignty over the Falkland Islands (Islas Malvinas), South Georgia and the South Sandwich Islands (Islas Georgias del Sur e Islas Sandwich del Sur) and the surrounding maritime areas and made a statement included in Annex 13.
- 3.2.5 Australia noted the requests of Argentina regarding the report of the Depositary and advised it would convey these requests to its Capital and respond as soon as possible.
- 3.2.6 USA indicated that it was actively considering accession to ACAP but was not able to predict the outcome and/or timing of various executive and legislative processes which would have to occur. In the meantime, USA was pleased to be able to continue to support ACAP through its many seabird conservation activities and participation in Advisory Committee working groups and the MoP as observers and invited experts.

3.3 REPORTS OF OBSERVERS

- 3.3.1 BirdLife International reaffirmed its commitment to assisting Parties, Range States and other organisations in implementing ACAP and noted its comprehensive report on its recent and current contributions (AC4 Doc 42). BirdLife International reported on the FAO Expert Consultation on the IPOA/NPOA-Seabirds (MoP3 Inf 3), noting that the implications of this were mainly relevant under Agenda Item 7. The FAO IPOA/NPOA-Seabirds is an important mechanism for implementing national and international initiatives for reducing or eliminating seabird bycatch in relevant fisheries. The Best Practice Technical Guidelines is a key document assisting Parties in this regard. At the 2007 meeting of FAO-COFI it was agreed to enhance the existing guidelines (which applied only to longline fisheries) by developing practice technical guidelines and to extend them to trawl and, in a preliminary fashion, to gillnet fisheries. BirdLife International worked with FAO to develop an Expert Consultation to produce the new guidelines, to which ACAP contributed both financially and through expert participation. The new guidelines were approved at FAO COFI in March 2009 and are expected to be published in the FAO Series of Technical Guidelines for Responsible Fisheries. BirdLife International considers the implementation of the new guidelines is important to the success of the ACAP Agreement and strongly encourages Parties to make every effort to use the guidelines as a template when updating or preparing NPOA-Seabirds.
- 3.3.2 World Wide Fund for Nature (WWF) noted that ACAP is building a reputation as the primary expert body on albatrosses and petrels.

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- However, the role of ACAP beyond this needs further elaboration. As a global intergovernmental organisation, WWF believed ACAP should be encouraging and supporting Parties to implement effective NPOAs, and to influence relevant RFMOs. Development of formal arrangements between ACAP and RFMOs was a useful approach, but would only prove effective if ACAP Parties also provided leadership on the seabird issue at RFMO meetings. WWF was committed to working with the Agreement to help further its role in the conservation of albatrosses and petrels. WWF drew attention to the collaborative approach taken by Southern Seabird Solutions (MoP3 Inf 10) in solving fisheries interactions, and reported that several ACAP Parties were considering the adoption of similar models. It also drew attention to the launch of the fourth International Smart Gear Competition in January 2009. This competition had been established to encourage innovation within the fishing industry and the development of effective approaches to mitigation of incidental mortality of non-target species in fisheries.
- 3.3.3 ASOC looked forward to working closely with ACAP and in support of other NGO's where needed, especially in relation to combating the effects of IUU fishing and through its involvement as an observer at RFMO meetings.
- 3.3.4 The Convention on Migratory Species (CMS) announced that the launch of the Third World Migratory Bird Day in Bonn, Germany, on 9 May 2009, and invited ACAP to become a partner in 2009 and subsequent years. They also reported that in 2008 the UNEP/CMS Thesis Award was won by Dr Samantha Petersen, a biologist from South Africa. Dr Petersen's thesis, entitled '*Understanding and Mitigating Vulnerable Bycatch in southern African Trawl and Longline Fisheries*', had made a significant contribution towards improving the conservation status of turtles, sharks and seabird species impacted by the activities of African fisheries through the provision of new insights into the biology of affected species and the effectiveness of bycatch mitigation measures.
- 3.3.5 The Agreement on the Conservation of African-Eurasian Migratory Waterbirds (AEWA) reported they had recently extended the Agreement's species list to include 20 species of seabirds. While these species were not albatrosses and petrels, the listing of species that may share common conservation threats with ACAP species meant that both Agreements could benefit from closer ties. AEWA was seeking to identify areas of possible cooperation between the two bodies to improve the effective management of issues of concern for the conservation of seabirds.
- 3.3.6 UNEP-WCMC advised they had considerable experience in supporting the effective implementation of various multilateral environmental agreements, including the CMS and CITES. In particular, they have provided support to

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the development of national report formats, experience which they are able to share in relation to Agenda item 7.2 Amendment to Reporting Format for the Report on the Implementation of the Agreement.

- 3.3.7 Parties thanked observers for their reports and for their commitment to working with ACAP to achieve the objectives of the Agreement.

4 OPERATION OF THE SECRETARIAT

4.1 REPORT OF THE SECRETARIAT

4.1.1 The Executive Secretary reported on the operation of the Secretariat since the last Meeting of the Parties (MoP3 Doc 8). A significant milestone occurred with the ratification of the Headquarters Agreement by the Government of Australia on 2 December 2008 formally establishing the Secretariat. The Secretariat is currently undertaking the action required to implement the provisions of the Headquarters Agreement.

4.1.2 There has been a significant growth in both the work-load and outputs of the Secretariat since MoP2, reflecting the increased capacity of the Agreement. The Secretariat worked closely with the Advisory Committee on activities associated with implementation of the Action Plan and has contributed to a range of noteworthy achievements, including the adoption of seabird bycatch mitigation measures in a number of Regional Fisheries Management Organisations (RFMOs), the development of the species assessments and ACAP database and data portal, and the development of capacity building initiatives involving both Parties and intergovernmental organisations.

4.1.3 It was noted that in addition to the Executive Secretary, a range of consultants, contractors and secondments supported the operations of the Secretariat. However, there are gaps in the level and type of services that the Secretariat is able to provide with the current level of resources and consideration was required on the need for additional staff. The increased outputs of the Advisory Committee and its Working Groups in particular necessitated an increased level of support from the Secretariat, with a request that funding for the Scientific Officer be increased from part to full-time.

4.1.4 The Executive Secretary noted that the Secretariat occasionally requires legal advice on issues related to international law. The Meeting of the Parties decided:

- (a) To establish a list of legal experts from Governments that might be called upon purely in their legal expert capacity as an ad-hoc group of experts to address matters of a legal nature;

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- (b) Invited Parties to nominate experts for the list, and requested the secretariat to maintain the list for future use;
 - (c) Noted the importance of having a rapporteur for the legal experts group, and invited Parties to nominate candidates for this, and invited the rapporteur, in collaboration with the Secretariat, to consult persons from the list when legal questions needed to be considered
- 4.1.5 Since the last Meeting of the Parties the Secretariat signed a Memorandum of Understanding with the Government of Tasmania for the provision of office accommodation and other support; and also entered into a formal arrangement with the Western and Central Pacific Fisheries Commission (WCPFC), to facilitate cooperation between the two organisations. A number of Parties acknowledged with appreciation the extensive support provided by the Government of Tasmania to the Secretariat. The Executive Secretary undertook to write to the Government of Tasmania to thank it for this support.
- 4.1.6 A number of improvements were proposed to improve the operation of the Secretariat. These were considered under the relevant agenda items.
- 4.2 SECRETARIAT WORK PROGRAMME 2010-12
- 4.2.1 The Secretariat introduced MoP3 Doc 16. Parties adopted Resolution 3.2 on the Secretariat work programme (Annex 2) but acknowledged that budgetary restrictions might limit complete implementation of the work programme.
- 4.3 REVIEW OF THE EFFECTIVENESS OF THE SECRETARIAT
- 4.3.1 The Chair introduced MoP3 Doc 17 and requested comments on each of the indicators established to evaluate the performance of the Secretariat. A number of Parties commented on the excellent performance of the Secretariat over the last triennium. All comments on indicators were considered and accepted. Parties considered various options for changing the format, including the potential for adding the quarterly reports, and agreed with the suggestion from the USA that the indicators and report should be more outcome focussed. Parties also welcomed the quarterly implementation reports from the Secretariat and Advisory Committee officials and it was agreed that these reports would be made more widely available by publishing them on the web site.
- 4.3.2 MoP3 requested that in future quarterly reports and in the Secretariat work programme it would be helpful to identify tasks included in and undertaken by the various Secretariat positions. This would increase Parties understanding of where extra Secretariat capacity was needed and the

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allocation of current capacity. This is especially relevant given the Meeting of the Parties discussions around the Science Officer position. The Executive Secretary agreed to provide this information from now on.

- 4.3.3 The Secretariat suggested that it would be helpful to include an indicator of activities that the Secretariat had been unable to carry out due to limitations in resources. The Advisory Committee was asked to take these points into account when reviewing the reporting framework at AC10.
- 4.3.4 In a joint intervention, BirdLife, WWF and ASOC complimented the Secretariat on its cost effective and efficient assistance to all organisations participating in ACAP meetings. The Secretariat's cooperation with the above International organisations, and interactions on specific Advisory Committee tasks with which they were closely associated, has also been excellent. However these organisations all felt that they would be able to improve their general interactions with the ACAP secretariat and Parties if they were better informed of progress regarding intersessional tasks.

4.4 AMENDMENTS TO THE STAFF REGULATIONS

- 4.4.1 The Meeting of the Parties considered the Staff Regulations (MoP3 Doc 14), especially as related to the staff salary scales. The Meeting of the Parties adopted Resolution 3.3 on the Staff Regulations (Annex 3).
- 4.4.2 It was agreed by the Meeting of the Parties for the Executive Secretary level of remuneration to be set at level 2-1 of Schedule A to the Staff Regulations (Annex 3).

5 OPERATION OF THE MEETING OF THE PARTIES

5.1 PROPOSED AMENDMENTS TO THE MoP RULES OF PROCEDURE

- 5.1.1 The Meeting of the Parties noted that no amendments to the Rules of Procedure had been suggested in advance of this Session (MoP3 Doc 6). However, in the light of discussions concerning the valuable input provided by information documents and the importance of ensuring that, where commissioned by the Advisory Committee or the Meeting of the Parties, such documents are translated into the official languages of the Agreement, the Meeting of the Parties agreed to amend the Rules of Procedure accordingly and adopted Resolution 3.8 on the Rules of Procedure.

5.2 TIMING OF MEETINGS

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- 5.2.1 For the purposes of framing the budget the MoP agreed that there will only be one ordinary session of the Meeting of the Parties or one meeting of the Advisory Committee funded in any one financial year (see section 7.9.2 of this report).

6 OPERATION OF THE ADVISORY COMMITTEE

6.1 REPORT OF THE ADVISORY COMMITTEE

- 6.1.1 The Vice-chair (and Chair of the Advisory Committee) introduced the Report of the Advisory Committee for the past triennium (MoP3 Doc 12). Considerable progress has been made by the Advisory Committee and its Working Groups in the implementation of the Agreement since MoP2.
- 6.1.2 The Vice-chair noted that ACAP had continued to mature during the triennium. All breeding range states for Southern Hemisphere ACAP species are now Parties to the Agreement, although greater effort is required to encourage all States that can influence the conservation of albatrosses and petrels to become Parties. Most notably these include those States with large fishing operations in the waters used by ACAP-listed species, but also States with breeding populations of species that may be added to the Agreement.
- 6.1.3 Maturity was also demonstrated in the continuing activities of the Working Groups. The compilation of existing information on breeding sites and population trends into the ACAP relational database was nearly complete and had enabled the status of each species to be described comprehensively. These descriptions have been put into a standard and accessible format through the development and the publication of the ACAP Species Assessments. The assembly of comprehensive information on each breeding site has enabled an assessment of the greatest threats at those sites. Subsequent drafting of conservation guidelines for the removal of alien species from these sites should assist Parties in undertaking this key conservation action. It was encouraging that at nearly all major breeding sites where alien species pose a particular threat, the relevant Party was actively considering eradication of those species.
- 6.1.4 Interaction with fisheries remained the most important threat overall to ACAP species. The mitigation and removal of these threats was complex, partly because action was required at a number of scales. In areas beyond national jurisdiction, RFMOs needed to be persuaded to take appropriate action. ACAP species also forage in waters under the jurisdiction of both ACAP Parties and non-Party Range States, and interactions need to be understood and managed in these areas. Appropriate technological development of gear or devices that mitigate harmful interactions was essential. The Seabird Bycatch Working Group had made substantial

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- progress in addressing these problems but much work by Parties, particularly in the diplomatic and political arena, was still required. At the local scale, achievements had been made in the development of seabird bycatch observer programmes by several Parties, and particular mention should be made of the efforts of BirdLife International's Albatross Task Force.
- 6.1.5 The Vice-chair emphasised the willingness of the Parties and others to work together internationally during the last triennium. Many individuals had worked together to move the programme of work forward. Interaction between the three main institutional parts of ACAP — the Meeting of Parties, the Secretariat and the Advisory Committee — had been very good although further active engagement from some Parties would be appreciated.
- 6.1.6 Parties thanked the Advisory Committee for the progress it had achieved in implementing the Agreement. Additional comments and information relevant to the work of the Advisory Committee were provided by some Parties and observers.
- 6.1.7 France was pleased to announce that in the period since the report on implementation had been synthesised, further measures in the southern oceans had been taken that had reduced bycatch in fisheries under its control by more than 40%. Total numbers of birds killed had declined by an order of magnitude between 2001 and 2007. It was expected that further reductions would occur in the future. A national plan of action to conserve the Amsterdam albatross has been drafted. France intended to increase its involvement with ACAP through greater participation in the Advisory Committee and its working groups.
- 6.1.8 Similarly, Spain reported on a new initiative comprising studies on the incidence of trawl fisheries operating in waters of the South-west Atlantic Ocean by a fleet composed of 25 vessels, all with observers on board. The experiments started in January and will finalize in August 2009.
- 6.1.9 Peru thanked the Vice-chair and the Advisory Committee for efforts to implement the Waved Albatross Action Plan. The Action Plan was important to Peru, and the capacity building aspects were particularly so. Peru believed that without the financial support of ACAP for capacity building activities it would be difficult to implement the Agreement.
- 6.1.10 The USA commended the Advisory Committee and noted the prioritisation by its Seabird Bycatch Working Group of research on pelagic longline fisheries. This was consistent with strong ACAP support for collaborative mitigation research between Parties and Range States to develop practicable and best practice mitigation measures. One example was

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ongoing research by the Washington Sea Grant Program with New Zealand and South Africa to develop an optimal streamer line for use in pelagic longline fisheries.

6.1.11 The Vice-chair thanked the Parties for their comments which would be taken into account as the Advisory Committee and its working groups further developed their Work Programmes.

6.2 ADVISORY COMMITTEE WORK PROGRAMME 2010-2012

6.2.1 The Vice-chair presented the draft Work Programme 2010-2012 (MoP2 Doc 23) for adoption by the Parties. The Work Programme had been drafted by the Advisory Committee during its Fourth Meeting (AC4).

6.2.2 The work programme had been structured in sections that reflected the tasks to be addressed on the following matters: (1) taxonomy, (2) status and trends, (3) protection of breeding sites, (4) seabird bycatch, (5) capacity building, (6) indicators, priorities, reviews and collective conservation actions, and (7) management of the Advisory Committee Work Programme, Secretariat oversight and interaction with ACAP bodies.

6.2.3 The Advisory Committee had estimated the staffing and financial resources that would be needed for each proposed task within the Work Programme. Significant resources will be required to undertake the work programme, primarily those of the Secretariat and the Advisory Committee Officials, but also from Parties, Range States and NGOs.

6.2.4 The Meeting noted the considerable workload of the Advisory Committee and the resources necessary for its implementation. MoP3 endorsed the Work Programme and adopted Resolution 3.4 (Annex 4).

6.3 PROCEDURE FOR THE ALLOCATION OF FUNDS FROM THE ADVISORY COMMITTEE WORK PROGRAMME

6.3.1 A process to allocate funds using a prioritised, consistent and transparent procedure from the Advisory Committee budgetary allocation (MoP3 Doc 13) was presented by the Vice-chair. This procedure was developed intersessionally by the Secretariat and the Advisory Committee following a request at AC3 and discussion at AC4.

6.3.2 An open call for applications for funding of projects relevant to the objectives of the Agreement was advertised between AC3 and AC4. The Advisory Committee received a number of proposals that were considered by the Working Groups during their meetings prior to AC4. Seven projects were selected for financial support by AC4.

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- 6.3.3 Parties made a number of comments on the procedure, particularly with respect to its complexity, capacity building opportunities and external review. Experience with implementing the procedure should be used to improve it in future. Additionally, Parties suggested that the outcomes of each project be reviewed as part of the assessment of implementation of the Agreement.
- 6.3.4 The MoP recommended that the Advisory Committee adopt the procedure outlined in MoP3 Doc 13 Rev3.

7 OPERATION OF THE AGREEMENT

7.1 REPORT ON THE IMPLEMENTATION OF THE AGREEMENT

- 7.1.1 The Vice-chair presented MoP3 Doc 11, the Advisory Committee's Report on Implementation of the Agreement. The report had been compiled by the Advisory Committee and the Secretariat to assess progress in implementing the Agreement. It synthesised information from Parties, Range States and Observers as well as from ACAP's subsidiary bodies. It included information on actual and potential changes in the conservation status of albatrosses and petrels and a review of difficulties encountered in the implementation of the Agreement.
- 7.1.2 Eleven Parties (Argentina, Australia, Brazil, Chile, France, New Zealand, Norway, Peru, South Africa, the United Kingdom and Uruguay) and one Range State (the United States) had submitted information in time for inclusion in MoP3 Doc29. Two further Parties (Ecuador and Spain) subsequently provided information that the Meeting agreed should be incorporated into a revised report at the conclusion of MoP3. Information was also provided by BirdLife International detailing its significant achievements in seabird conservation activities.
- 7.1.3 This Report demonstrates that a substantial amount of work is being done to implement the Agreement. Although a great deal has been accomplished by the Parties, Range States and BirdLife International, it was not possible to assess how successful the actions taken to date had been in achieving the objectives of the Agreement (Article II.1). In particular, it was not possible to ascertain whether the conservation status of albatrosses and petrels has been improved. Such an assessment will require further work to fill data gaps on some species and populations and improvements in information provided by Parties.
- 7.1.4 There are currently 26 species listed by ACAP, 19 of which are classified at risk of extinction. Population declines, most driven by interactions with fisheries, are responsible for triggering an unfavourable classification

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status for eleven species. Since MoP2 there have been changes in the Red list conservation status of seven ACAP species. Four species showed deteriorating conservation status (White-capped, Shy, Waved and Tristan albatross) while three had improved in conservation status (Southern giant petrel, Spectacled petrel and Buller's albatross).

- 7.1.5 In terms of experience gained since MoP2 and difficulties in implementing the Agreement, poor information on seabird bycatch in both domestic and high seas fisheries remains a serious impediment to tackling the most important threat for ACAP species. This will require the development of bycatch observer programmes in many fisheries. Information on the distribution and amount of fishing effort, and of levels of seabird bycatch from both Parties and RFMOs is a high priority.
- 7.1.6 Spain stated the importance of not duplicating the work carried out by RFMOs, and the need to clarify the role of ACAP as a body for the cooperation, assessment and coordinating of RFMO actions for the conservation of seabirds.
- 7.1.7 A framework to prioritise conservation action is required to ensure optimal use of scarce resources in achieving the objectives of the Agreement. The development of such a framework was discussed in AC4 and further work has been undertaken since that meeting under the leadership of New Zealand (see MoP3 Doc 20).
- 7.1.8 Other processes under development and essential for the implementation of the Agreement are (a) the strategy for engagement with RFMOs, (b) a process for the allocation of funds to the Advisory Committee Work Programme (see Section 6.3) and (c) the development of a strategy for capacity building. It was noted during AC4 that substantial financial and human resources would be required to achieve an increasingly complex work programme. In this regard, the Advisory Committee had supported the creation of an additional science support position in the Secretariat.
- 7.1.9 The Advisory Committee believed it was critical that the Secretariat had sufficient resources to support the initiatives and the proposed Advisory Committee Work Programme.
- 7.1.10 In terms of implementing the Agreement, the most important outcomes over the next triennium are:
 - (a) widespread adoption of bycatch mitigation measures by Parties, Range States and RFMOs;
 - (b) the implementation of a strategy for capacity building;
 - (c) implementation of the Waved albatross plan of action, and
 - (d) further removal of introduced species from breeding sites.

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- 7.1.11 In order to achieve these outcomes, the following actions and products will be required:
- (i) the completion of the development and implementation of the prioritisation framework;
 - (ii) the development of a process for reporting information on bycatch and fishing effort;
 - (iii) the collation of data from many sources, including from national reports of Parties, on distribution of fishing effort and mortality of albatrosses/petrels attending fisheries and its incorporation into the ACAP database;
 - (iv) the refinement and implementation of a strategy for engagement with RFMOs;
 - (v) the revision and update of species assessments, and
 - (vi) the revision and update of best-practice conservation guidelines.
- 7.1.12 There is a need to further develop the online ACAP web portal and database in order to maintain current, accurate and comprehensive information on ACAP populations' trends and threats, both at sea and on land. The ability to access, update and curate this information will be essential for the prioritisation process noted above.
- 7.1.13 In order to better implement the Agreement the Advisory Committee recommended that the Meeting of the Parties:
- (a) approve the allocation of funds for an additional science support position in the Secretariat;
 - (b) approve a budget sufficient to allow for the effective operation of the Advisory Committee;
 - (c) request that Parties and Range States provide improved bycatch and fishing effort information;
 - (d) request Parties to review the efficacy of seabird bycatch mitigation measures used in the fisheries that they manage either directly or indirectly;
 - (e) request Parties to provide the necessary resources for the priority research activities identified by the Advisory Committee's Working Groups; and
 - (f) request the Advisory Committee to recommend improvements in the systems for Parties to provide information and to measure progress in implementing the Agreement.
- 7.1.14 BirdLife International expressed its appreciation to the Advisory Committee for the overview document (MoP3 Doc 11Rev1) on the Implementation of the Agreement. It particularly welcomed and supported the succinct summary of the potential key outcomes for the next triennium (to 2012). BirdLife International suggested that Section 3.3 of this document should:

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- (a) include data on fishing effort as well as bycatch;
 - (b) reflect that the results of the current prioritisation exercise should be used;
 - (c) focus on the already agreed priority site-based eradications, rather than specifying eradications at any particular number of sites.
- 7.1.15 The MoP commended the Advisory Committee for the report, and noted it would address the recommendations made in the report under relevant agenda items. It also noted the need for clarity in future reporting between the requirements for reporting the actions of the Parties, as required by the articles of the Agreement, and the need to acknowledge and incorporate the considerable effort of Range States and NGOs toward achieving the objectives of the Agreement.
- 7.2 AMENDMENTS TO REPORTING FORMAT FOR THE REPORT ON THE IMPLEMENTATION OF THE AGREEMENT
- 7.2.1 Australia and the UK presented MoP3 Doc 28 which had been developed with Chile. The paper reviewed how well the current template, used by each Party to report on implementation of the Agreement, met the collective needs of Parties and the Advisory Committee. The paper concluded that improvements to the reporting process were needed, and recommended that the Advisory Committee should develop and test a new reporting system.
- 7.2.2 The MoP agreed to these recommendations, noting that considerable work prior to AC5 would be needed if a revised system was to be available for reporting for the 4th session of the Meeting of the Parties. It was desirable that a revised format be available for trialling, ideally at AC5, but not later than AC6.
- 7.2.3 UNEP-WCMC offered to assist the Advisory Committee both at and between meetings to provide input in terms of on-line reporting, design of the reporting template and analysis of the subsequent reports.
- 7.2.4 The Meeting of the Parties welcomed this offer of assistance from UNEP-WCMC and looked forward to working with them at AC5 and in the intervening period.
- 7.3 PROPOSED AMENDMENTS TO ANNEX 1 — LISTING OF THREE NORTH PACIFIC SPECIES OF ALBATROSSES
- 7.3.1 The UK introduced MoP3 Doc 26 that contained a draft Resolution by the UK, Australia and South Africa to add the three North Pacific albatrosses

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- to Annex 1 of the Agreement, noting that the Advisory Committee had recommended that these species be added to the existing list of Albatrosses immediately after *Phoebastria irrorata*. This proposal had been developed by the Advisory Committee following a process started by the first session of the Meeting of the Parties. MoP3 Inf. 4 provided a brief history of the proposal for listing. UK noted also that the draft Resolution formalised a change in the spelling of the scientific name of the Black-browed albatross (Inf. Doc 5), following the decision by the International Commission on Zoological Nomenclature.
- 7.3.2 The USA and Japan gave a presentation on the three species in the proposal, further described in MoP3 Inf Docs 6-8. The presentation demonstrated how close the objectives of those currently working to conserve these albatrosses were to those of ACAP and how mutual benefits would derive from the addition of these species to Annex 1. All Parties thanked USA, Japan and Canada for their help and work in developing this proposal and the background documents, thus ensuring the convergence of knowledge of both hemispheres. A vote was taken on Resolution 3.1 (Annex 1); all eleven Parties present voted in favour of the proposal.
- 7.3.3 Annex 1 now lists 22 species of Albatross. Australia, as the Depositary, noted that the preference of the MoP that these three newly adopted species would be added to the existing list of Albatrosses immediately after *Phoebastria irrorata*.
- 7.4 IDENTIFICATION OF PRIORITY ACTIONS FOR CONSERVATION MEASURES
- 7.4.1 New Zealand introduced MoP3 Doc 20. A process to identify the highest priorities for ACAP conservation action started prior to AC4 and had continued since then. A framework that assigned numerical values had been developed and is presently being tested.
- 7.4.2 The MoP welcomed and endorsed the Recommendations in MoP3 Doc 20 and agreed that the Advisory Committee should continue the work, lead by New Zealand, as a priority. New Zealand advised that it would report to AC5 on progress and thanked Parties for supporting the work. Parties agreed the future development and completion of the priority-setting framework was a cornerstone of the Agreement's future progress and successful implementation.
- 7.5 PROPOSED INDICATORS TO MEASURE THE SUCCESS OF THE AGREEMENT

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- 7.5.1 UK introduced MoP3 Doc 27 on the development of indicators to measure progress in meeting the objectives of ACAP, as required in Article 9(6f) of the Agreement. This activity was closely related to the development of the framework for prioritisation and could not be completed until the priorities had been established.
- 7.5.2 In respect of MoP3 Doc27, BirdLife International strongly supported the development of a small number of outcome-related indicators based on State-Pressure-Response. BirdLife International advocated focussing initially on developing:
- a) State indicators based on (i) population trends; (ii) condition of breeding sites; b)
 - c) Response indicators based on (i) actions at breeding sites; (ii) actions at sea;
 - (iii) policy responses,
- and that the issues of data quality, confidence and uncertainty should be explicitly included in relation to each of these. In respect of population trend indicators, BirdLife International recommended that these be aligned with those being developed through the CBD Biodiversity indicators partnership. In respect of breeding site indicators, BirdLife International offered to make available information on its Important Bird Area Site Protection Index and on its State-Pressure-Response monitoring for IBAs.
- 7.5.3 Parties thanked the UK for its paper, agreed to the recommendations contained in it, and welcomed the observations of BirdLife International. Parties looked forward to the trial of a few indicators in 2010.
- 7.5.4 BirdLife International introduced Doc Inf 2 on the Red List Indicator that had been agreed by ACAP as an interim Indicator of Progress at MoP2. ACAP listed species are among the most threatened of all bird groups. It was gratifying to note that a previously deteriorating position in the indicator on ACAP species had stabilised since 2004, but this may hide some problems at the species level
- 7.5.5 BirdLife International suggested that it would be useful if this paper, requested by the Advisory Committee to help meet a requirement from the Meeting of Parties, be treated as if it was an official paper and therefore translated into all languages of the Agreement.
- 7.5.6 Parties noted the value of this paper and the convenience of it being translated. Parties agreed that the Rules of Procedure should be amended to allow documents produced by observers and commissioned by the Advisory Committee or the MoP to be translated. The MoP agreed the BirdLife document would be translated after the meeting as an information document.

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7.6 CAPACITY BUILDING

- 7.6.1 New Zealand presented MoP3 Doc 18 which outlined a process for the development of a capacity building strategy for use by the Agreement. The development of a strategy had been identified as a high priority for the Agreement at MoP2.
- 7.6.2 During MoP2, Parties expressed a wish for the Advisory Committee to prioritise capacity building in its work programme. It was noted that the Advisory Committee has already undertaken several capacity building projects since MoP2 and these projects had been highlighted in the document.
- 7.6.3 WWF drew attention to MoP3 Inf 9 which reported on three capacity building approaches and associated projects being undertaken by the Southern Seabird Solutions Trust (SSS) in 2009. One of these involved independent investigations by Argentina/Uruguay and States in southern Africa to implement SSS-type models. WWF encourages Parties to look to collaborative approaches when tackling the complex issues surrounding seabird bycatch. WWF acknowledged that a number of other complimentary initiatives were also being carried out. Given that ACAP could play an important coordinating role in relation to these initiatives, the Agreement was encouraged to explore ways to harmonise these with the Advisory Committee work programme and in future planning processes.
- 7.6.4 BirdLife International strongly supported the development of a comprehensive capacity-building strategy, and particularly to ensure that it will contain as many elements as possible for which implementation funding can be sought from organisations outside ACAP, its Parties and current participants. To do this will require: a) prompt and comprehensive responses from all Parties, Range States and observers to the forthcoming survey by the Advisory Committee Chair, and b) considerable time and effort by (or within) the Advisory Committee to convert the responses into an initial draft strategy sufficiently developed to be circulated to Parties (and others as appropriate) for comment. In the meantime, BirdLife International noted that ACAP has already developed some important capacity-building projects (MoP Doc 18 Appendix A), especially those in South America as a result of the agreed prioritisation (and funding) of the relevant actions arising from AC4 Doc 26. The success of these initiatives will need to be carefully assessed in relation to the development of the overall strategy.
- 7.6.5 The MoP endorsed the process commenced for the development of a capacity building strategy for the Agreement, in accordance with the steps outlined in MoP3 Doc 18.

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7.7 DEVELOPMENT OF ARRANGEMENTS WITH OTHER INTERNATIONAL ORGANISATIONS

7.7.1 Parties discussed document MoP3 Doc 19 Rev 1 on arrangements with relevant international organisations. Several suggestions were made to emphasise that the arrangements are non-legally-binding. Noting the difficulties caused by literal translation of the word 'arrangement', the Meeting of the Parties determined that the following terms will be used to describe arrangements under Article XI(3) of the Agreement:

In English 'Memorandum of Understanding'
In Spanish 'Memorandum de Entendimiento'
In French 'Memorandum d'Entente'

7.7.2 In respect of the two existing Arrangements with the IOTC and WCPFC, the MoP noted that the literal Spanish translation, to be used in future references to these two arrangements, is 'arreglo', all in lower case.

7.7.3 The Meeting of the Parties endorsed the Secretariat's proposal to enter into an arrangement with the Indian Ocean Tuna Commission, as set out in Annex A to Resolution 3.7 (Annex 7).

7.7.4 The Meeting did not endorse the proposal to negotiate changes to the Arrangement with the Western and Central Pacific Fisheries Commission as there was no desire to reopen the text for changes that were not substantive.

7.7.5 The Meeting of the Parties adopted a template to be used by the Secretariat in negotiating future Memoranda of Understanding (at Annex B to Resolution 3.7). For such future Memoranda, the Meeting agreed that the Parties must approve any substantive derogation from the template that is more than merely editorial and that parties must also give in principle approval to the Secretariat before it can commence formal negotiations with an organisation or institution. For existing Arrangements, the Meeting agreed that Parties must be consulted on any proposal to renew, amend or terminate an existing Arrangement and that any proposed amendment of a substantive nature must also be approved by the Parties. The need to consult and seek approval on proposals to renew, amend or terminate will also apply for any future Memorandum.

7.7.6 The Meeting of the Parties considered the recommendations from the Secretariat set out in document MoP3 Doc 19 Rev 1 and concluded that the Secretariat should start discussions with the Latin American Organization for Fisheries Development (OLDEPESCA), the Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), the

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Commission for the Conservation of Southern Bluefin Tuna (CCSBT), the Inter-American Tropical Tuna Commission (IATTC), the International Commission for the Conservation of Atlantic Tunas (ICCAT), and the South-East Atlantic Fisheries Organisation (SEAFO) with a view to negotiating Memoranda of Understanding with them on the basis of the template.

7.8 FINANCIAL AND AUDITOR'S REPORTS

- 7.8.1 The Secretariat presented the 2008 Financial Statements and Auditor's Report (MoP3 Doc 10). The paper made a number of recommendations to improve the financial management of the Agreement's funds. These recommendations were addressed under relevant agenda items.
- 7.8.2 The Meeting of Parties considered the 2008 financial statements and audit report (MoP3 Doc 10), noting that Financial Regulation 11.1 requires the Parties to appoint an external auditor at each ordinary session of the Meeting of the Parties.
- 7.8.3 The MoP agreed to appoint the Government of Tasmania as the Agreement's external auditor in accordance with Financial Regulation 11.1.

7.9 AGREEMENT BUDGET 2010 – 2012

- 7.9.1 The Secretariat presented the proposed Agreement Budget for the 2010 – 2012 triennium (MoP3 Doc 24 Rev 4).
- 7.9.2 There was discussion on a set of budget principles. An informal Budgetary Group which comprised South Africa (Chair), UK, Argentina and Australia was formed to refine these principles. The MoP subsequently agreed that the following budget principles would be used in developing the Agreement's budget for 2010 to 2012, and as guidance for future budgets.

A. Existing Principles

1. Decisions relating to the budget will be adopted by the MoP by consensus, having regard to the differing resources of the different Parties, in accordance with article VII(2)(a).

2. If consensus cannot be reached, the previously adopted budget will continue to apply, in accordance with article VII(2)(b).

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3. *Contributions received during an intersessional period as a result of a new Party acceding to the Agreement will be used to increase the budget rather than to reduce the level of contributions currently paid by existing Parties, in accordance with financial regulation 5.4.*

4. *The budget will include provisions that seek to promote the participation of Parties in meetings of the Advisory Committee and sessions of the Meeting of the Parties. Assistance will be offered, having regard to the differing resources of the different Parties.*

5. *Provision will be made in the budget for funding the work of the Advisory Committee.*

B. New Principles

1. *The overall budget and Parties' contributions should as a minimum achieve 0% real growth but preferably better whilst avoiding excessive fluctuations for individual Parties.*

2. *For the purposes of framing the budget, there will only be one ordinary session of the Meeting of the Parties or one meeting of the Advisory Committee budgeted for in any one financial year.*

7.9.3 The MoP approved the following budgets for the Agreement during the next triennium: 2010 – AUD \$639,431; 2011 – AUD \$659,014; and 2012 – AUD \$679,154. The Agreement Budget 2010 – 2012 was approved and adopted as Resolution 3.6 (Annex 6).

7.10 SCALE OF CONTRIBUTIONS

7.10.1 The informal Budgetary Group also considered the options presented on the scale of contributions (MoP3 Doc 25 Rev 1).

7.10.2 There was discussion by the MoP on a set of principles relating to the calculation of the scale of contributions in the event of new Parties acceding to the Agreement in the intersessional period. These principles were drafted by the Secretariat, for consideration by the Parties. The informal Budgetary Group was also asked to refine these principles. The MoP subsequently agreed the following principles would be used in calculating the current contributions of the Parties, and provide guidance for calculation of future contributions:

A. Existing Principles

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1. Decisions relating to any scale of contributions will be adopted by consensus, having regard to the differing resources of the different Parties, in accordance with article VII(2)(a).
2. The formula set out in Resolution [3.6] will continue to be used. The inputs to the formula will be taken from the latest published datasets, which will be applied taking account of the differing resources of the different Parties in accordance with article VII(2)(a).
3. The accession of any Party to the Agreement during an intersessional period will not result in the recalculation of the formula set out in Resolution [2.3] for any other Party prior to the next MoP.
4. Subject to consensus of all Parties present at the MoP, caps may be applied to limit the amount that any one Party must pay (e.g. maximum percentage of budget; minimum amount).

B. New Principles

1. Inter-annual fluctuations in the contribution of any one Party should be minimised.
 2. The latest available scale of contributions, as used in the formula set out in paragraph A.2 above, will apply pro-rated in proportion to the time lapsed for the financial year in which any Party accedes to the Agreement during an intersessional period. In any subsequent years prior to the re-negotiation of the budget at the next Meeting of the Parties, the formula set out in Resolution 3.6 will apply to that Party.
- 7.10.3. Using the principles above, the MoP agreed the scale of contributions in Resolution 3.6 (Annex 6).
- 7.10.4. The scale of contributions was calculated using an approach whereby the total budget amount was agreed separately and contributions first calculated using the formula contained in Appendix B of Resolution 3.6 (Annex 6) using the 2007 UN Scale of Assessment figures from UN General Assembly Resolution 61/237. Where, as a consequence of those calculations, a Party's contribution was less than their 2009 contributions plus 2.5%, that Party's contribution was increased to achieve that sum. The additional amounts that resulted from this amendment were then redistributed proportionately to the other Parties to reduce the otherwise greater than 2.5% increases in their contributions, whilst still maintaining the agreed total budget amount. Where this redistribution resulted in one Party's contribution being reduced below their 2009 plus 2.5% level, this

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was corrected and the remaining Parties contributions adjusted a second time. This process resulted in the 2010 scale of contributions contained in Appendix C of Resolution 3.6 for 2010 (Annex 6). The base for each Party's contribution for 2010 was then adjusted upwards for 2011 and 2012 using a coefficient of 3% to ensure subsequent years' contributions did not decrease in real terms.

7.10.5 The MoP agreed that Parties' contributions to the Agreement budget over the next triennium would be: 2010 – AUD \$619,431; 2011 – AUD \$638,014; and 2012 – AUD \$657,154 as adopted in Resolution 3.6 (Annex 6).

7.10.6 In discussing the proposed scale of contributions resulting from the agreed budget, the MoP recognised that the means of calculating these was becoming an increasingly complex process, which had been shown to produce excessive fluctuations in individual parties calculated contributions. The MoP agreed it was unacceptable that this continues and the MoP will need to adopt a new formula for calculating Parties contributions. The MoP agreed that options for simplifying the scale of contributions will be developed intersessionally by an ad hoc, open-ended contact group. A working paper on the options, including how each would affect Parties' contributions in the coming triennium, will be submitted to MoP4 for its consideration and action. The ad hoc open-ended contact group will initially be established and coordinated by the Secretariat and conduct its business electronically or in the margins of Advisory Committee meetings.

7.10.7 The MoP recommended that the ad hoc contact group give consideration to a scale of contributions based on the UN Scale of Assessments with a 22% cap, equivalent to that used within the United Nations. MoP3 noted that it was likely that there could be some significant fluctuations to individual Party's contributions as a consequence of adopting a new approach.

7.11 AMENDMENTS TO THE FINANCIAL REGULATIONS

7.11.1 In order to improve the financial management of the Agreement the Secretariat proposed three amendments to the Agreement's Financial Regulations (MoP3 Doc 15 Rev1) to vary the financial reporting period for the Agreement's finances and to allow income derived from investments to be credited to either the General or the Special Fund.

7.11.2 The MoP agreed to amend the draft Financial Regulations as proposed. The Regulations were revised and adopted by MoP3 as Resolution 3.5 (Annex 5).

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8. PROVISIONAL DATE AND VENUE OF FOURTH MEETING

- 8.1 MoP provisionally agreed that the Fourth Session of the Meeting of the Parties would be held during April 2012. It was noted that there would be budgetary savings if the meeting was held in South America and an offer from this region would be appreciated. If no other offer is made, as a fallback Australia offered to host the meeting in Hobart, Australia.

9 OTHER BUSINESS

9.1 ISSUES ARISING FROM THE APPOINTMENT OF THE EXECUTIVE SECRETARY

- 9.1.1 As Chair of the Recruitment Panel, New Zealand updated the MoP on the procedure for the recruitment of the Executive Secretary. The Panel comprised New Zealand, the UK, and Argentina, as agreed representatives of the three regions into which ACAP Parties are grouped. Resolution 2.2 broadly outlines the procedure for recruitment.

- 9.1.2 NZ advised that interviews for the position were now complete, and the Chair of the MoP would soon sign off the Recruitment Panel's recommendation. Once the Offer of Appointment had been accepted by the successful candidate, Parties would be formally advised through a circular distributed to National Contacts.

- 9.1.3 The MoP looked forward to hearing the outcomes of the process. Australia suggested that the Recruitment Panel report back to the MoP intersessionally on the recruitment procedure, with respect to aspects that worked well and what could be improved. The Vice-Chair and the interview panel offered to coordinate this report, and thanked those involved in the process for their contributions.

9.2 DOCUMENTATION FOR MEETINGS

- 9.2.1 The MoP agreed that at future meetings draft reports and resolutions would be placed on a secure section of the ACAP website accessible to meeting participants rather than on the public section.

9.3 MEDIA RELEASE

It was agreed that the Secretariat, the Government of Norway and other Parties, if they so wish, would prepare a press release and circulate it to all Parties and observers for their use also in highlighting the work of the Agreement.

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10 CLOSING REMARKS

- 10.1 The Chair thanked the interpreters, translators and the Secretariat for their efforts and acknowledged the contributions of delegates to a successful meeting.
- 10.2 Parties expressed their thanks to the Chair, Vice-Chair, Secretariat and interpreters for steering the meeting through some complex and detailed issues. In addition, several Parties showed their appreciation for the financial support provided to them by the Secretariat which enabled them to attend the meeting.
- 10.3 Sincere thanks were extended to the Government of Norway for hosting the meeting.

11 ADOPTION OF THE MoP3 REPORT

- 11.1 The meeting adopted the final report of the Third session of the Meeting of the Parties.

12 CLOSE OF MEETING

- 12.1 On behalf of the Chair, the Vice-Chair closed the Third session of the Meeting of the Parties.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.1

Proposal to amend Annex 1 of the Agreement on the Conservation of Albatrosses and Petrels

Recalling the recognition of the Parties that Northern Hemisphere albatrosses and petrels may benefit from incorporation into this Agreement with a view to promoting co-ordinated conservation actions between Range States;

Conscious of domestic and international efforts to address the conservation concerns of Northern Hemisphere albatrosses and petrels;

Noting the recommendation of the Advisory Committee that three North Pacific species of albatross, the Short-tailed Albatross (*Phoebastria albatrus*), the Laysan Albatross (*Phoebastria immutabilis*) and the Black-footed Albatross (*Phoebastria nigripes*) should be added to Annex 1 of the Agreement;

Noting also the proposal of the International Commission on Zoological Nomenclature that *Thalassarche melanophrys* is the appropriate spelling for the Black-browed Albatross;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Agrees:

In accordance with Article XII(5) of the Agreement, to adopt the following amendments to Annex 1 of the Agreement on the Conservation of Albatrosses and Petrels:

1. The following shall be added to the list of species of Albatrosses:
Phoebastria albatrus
Phoebastria immutabilis
Phoebastria nigripes
2. In the list of species of Albatrosses, *Thalassarche melanophrys* shall be replaced by *Thalassarche melanophrys*.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.2

Secretariat Work Programme

Recalling Article VIII(11)(c) of the Agreement, which required that the first Session of the Meeting of the Parties establish the Secretariat to perform the functions listed in Article X of the Agreement;

Further recalling that Article X of the Agreement notes that a function of the Secretariat shall be to execute the decisions addressed to it by the Meeting of the Parties;

Further recalling Resolution 1.1, on the Secretariat of ACAP, which established an Interim Secretariat pending the negotiation of a Headquarters Agreement with the Government of Australia;

Noting that the Headquarters Agreement entered into force in 2 December 2008 and that the Secretariat is thereby established;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Decides:

1. to endorse the Secretariat work programme in Appendix A.

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APPENDIX A: SECRETARIAT WORK PROGRAMME 2010-2012

Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
1	ADVISORY COMMITTEE MEETING 5			
1.1	Undertake meeting arrangements	Article X.a	2010	Venue Argentina, date to be confirmed
1.2	Prepare papers to assist the Advisory Committee as required	AC RoP 17 (1)	Within 60 days of meeting	
1.3	Support the attendance of sponsored experts and delegates	Article VII 5		
1.4	Organise the translation and posting of meeting documents and provision of interpretation services	AC RoP 17 (1)	Within 30 days of meeting	
1.5	Prepare meeting report and distribute to all Parties	Article X.a		
2	ADVISORY COMMITTEE MEETING 6			
2.1	Undertake meeting arrangements.	Article X.a	2011	Venue to be decided
2.2	Prepare papers to assist the Advisory Committee as required		2011	
2.3	Support the attendance of sponsored experts and delegates	Article VII 5		
2.4	Organise the translation and posting of meeting documents and provision of interpretation services	AC RoP 17 (1)	Within 30 days of meeting	
2.5	Prepare meeting report and distribute to all Parties	Article X.a		
3	ADVISORY COMMITTEE WORKING GROUP MEETINGS			
3.1	Undertake meeting arrangements.	Article X.a	As required	
3.2	Provide support for conduct of Working Group meetings as required		As required	
3.3	Support the attendance of sponsored experts and delegates	Article VII 5		

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Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
4	MEETING OF PARTIES 4			
4.1	Undertake meeting arrangements	Article X.a	2012	Offers to host meeting are sought.
4.2	Prepare papers to assist the meeting of parties as required		Within 90 days of meeting	
4.3	Support the attendance of sponsored experts and delegates	Article VII 5		
4.4	Organise the translation and posting of meeting documents and provision of interpretation services	MoP RoP 8 (1)	Within 60 days of meeting	
4.5	Prepare meeting report and distribute to all Parties	Article X.a MoP RoP 9(1)	Within 6 weeks of end of meeting	
5	MANAGEMENT OF SECRETARIAT			
5.1	Administer the budget for the Agreement and the Special Fund provided for in Article VII (3) in accordance with the Agreement's Financial Regulations;	Article X.g	Ongoing	
5.2	Prepare quarterly financial reports for the information of the Parties and the Chair of the Advisory Committee	AC2, MoP2	March, June, September and December each year	
5.3	Provide information to the general public concerning the Agreement and its objectives, and promote the objectives of this Agreement	Article X.h	Ongoing	
5.5	Update and maintain the ACAP website	Article X.h	Ongoing	Approximately \$15,000 p.a.

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Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
5.6	Report to the 4th session of the Meeting of the Parties on the effectiveness and efficiency of the Secretariat in terms of the performance indicators developed at MoP2	Article X.i	2012	
5.7	Collate as appropriate synthesized information provided by Parties on the implementation and effective functioning of the Agreement with particular reference to the conservation measures undertaken,	Article X.j; Article VII (1) c); Article VIII (10)	Ongoing 2011	
5.8	Represent the Agreement at meetings of other intergovernmental agreements, as appropriate to facilitate achievement of the Agreement's objective	Article X.d Article XI	As required	
5.9	Prepare a report on Secretariat activities for AC 5		May 2010	
5.10	Prepare a report on Secretariat activities for AC 6		May 2011	
5.11	Prepare a report on Secretariat activities for MoP 4	Article X f)	2012	
5.14	Recruit and manage the Secretariat's staff in accordance with the Staff Regulations and the directions of the Meeting of the Parties	Staff Regulations		
6	FACILITATE THE WORK OF THE ADVISORY COMMITTEE			
6.1	Assist the Chair of the Advisory Committee as required to facilitate the work of the Advisory Committee	Article X k)	Ongoing	

MoP3 FINAL REPORT

Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
6.2	Assist the Chair of the Advisory Committee in preparing a report to the MoP on the activities of the Advisory Committee	Article IX 6.e)	2011	
6.3	Assist the Chair of the Seabird Bycatch Working Group as required to facilitate the work of the Group	Article X k) AC Work Programme Task 4.5 & 4.12.	Ongoing	
6.4	Assist the Chair of the Status and Trends Working Group as required to facilitate the work of the Group	Article X k) AC Work Programme Task 2.1, 2.2, 2.4 & 2.6.	Ongoing	
6.5	Assist the Chair of the Taxonomy Working Group as required to facilitate the work of the Group	Article X k) AC Work Programme Task 1.3	Ongoing	
6.6	Assist the Chair of the Breeding Sites Working Group as required to facilitate the work of the Group	Article X k) AC Work Programme Task 3.1, 3.3, 3.4 & 3.5.	Ongoing	
6.7	Develop and maintain database and web portal essential for the work of the Agreements four working groups	AC Work Programme Task 2.1, 2.2, 2.4, 3.1, 3.2, 3.3, 3.4, 6.6, 6.7 & 6.8	Ongoing	Approximately \$10,000 p.a.
6.8	Work with the Advisory Committee to develop and maintain a database of relevant scientific literature	AC Work Programme Task 4.12	Ongoing	Web-based solutions to be examined
6.9	Work with the Advisory Committee to develop and maintain a directory of relevant legislation	AC Work Programme Task 2.2. Action Plan 5.1 i)	AC5	Web-based solutions to be examined

MoP3 FINAL REPORT

Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
6.10	Work with the Advisory Committee to develop a list of authorities, research centres, scientists and non-government organisations relevant to ACAP	Action Plan 5.1 k)		Web-based solutions to be examined
6.11	Update online species assessments as needed	AC Work Programme Task 2.2	Ongoing	Approximately \$35,000 p.a.
6.12	Incorporate fishing bycatch data in species assessments		Ongoing	Approximately \$20,000 p.a.
6.13	Provide administrative, scientific and technical support to assist with implementation of the Advisory Committee's Work Programme	AC Work Programme	Ongoing	Approximately \$10,000 p.a.
7	IMPLEMENTATION OF THE AGREEMENT			
7.1	Review performance indicators to assist the MoP in conducting prescribed review of the Secretariat's performance in achieving the objectives of this Agreement.	MoP2 Article VIII 14	2009	
7.2	Assist Parties in providing training, technical and financial support to other Parties on a multilateral or bilateral basis to facilitate implementation of the Agreement.	Article VII 4	Ongoing	
7.3	Assist the participation of Parties at Agreement meetings	Article VII 5	Ongoing	
7.4	Promote and coordinate activities under the Agreement, including the Action Plan, in accordance with decisions of the Meeting of the Parties	Article X c)	Ongoing	

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Task No.	Topic/Task	MoP or other mandate	Timeframe	Detail (some indicative costs are given in Australian dollars)
7.5	Liaise with non-Party Range States and regional economic integration organisations to facilitate coordination between Parties and non-Party Range States, and international and national organisations and institutions whose activities are directly or indirectly relevant to the conservation of albatrosses and petrels.	Article X d)	Ongoing	
7.6	Consult with and enter into arrangements, with the approval of the Meeting of Parties, with other organisations and institutions, and as appropriate exchange information and data.	Article XI 2c), 3 & 4	Ongoing	
7.7	Facilitate the accession of non-Party Range States to the Agreement			
8.	CAPACITY BUILDINGS			
8.1	Assist the Advisory Committee and Parties with technical cooperation and capacity building	Article IV 2	Ongoing	
8.2	Support secondments to the Secretariat to aid capacity building	MoP2	Ongoing	\$20,000 p.a.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.3

Adoption of Staff Regulations for ACAP Secretariat

Recalling Article VIII 11(c) of the Agreement, which required the first Session of the Meeting of the Parties to establish a Secretariat to perform secretariat functions, including those listed in Article X of the Agreement;

Noting also paragraph 7 of Resolution 2.1 adopted at the second Session of the Meeting of the Parties on the Headquarters Agreement;

Further recalling Resolution 2.2 of the second Session of the Meeting of the Parties on the Adoption of Staff Regulations for ACAP Secretariat

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Decides:

1. to repeal Resolution 2.2 of the second Session of the Meeting of the Parties;
2. to adopt the attached Staff Regulations in Appendix A.

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APPENDIX A AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS SECRETARIAT STAFF REGULATIONS

REGULATION 1 – PREAMBLE

These staff regulations establish the fundamental principles of employment, regulate the working relationships and establish the rights and duties of staff members of the Secretariat for the Agreement on the Conservation of Albatrosses and Petrels (the Secretariat), which includes the staff members who render their services in and receive remuneration from the Secretariat.

REGULATION 2 – DUTIES, OBLIGATIONS AND PRIVILEGES

- 2.1 Staff members, upon accepting their appointments, shall pledge themselves to discharge their duties faithfully and to conduct themselves solely with the interests of the Secretariat in mind. Their responsibilities as staff members are not national but are exclusively owed to achieving the functions of the Secretariat.
- 2.2 Staff members shall at all times conduct themselves in a manner in keeping with the functions of the Secretariat. They shall always bear in mind the loyalty, discretion and tact imposed on them by their responsibilities in the performance of their duties. They shall avoid all actions, statements or public activities which might be detrimental to the Secretariat and its aims.
- 2.3 Staff members are not required to renounce either their national feelings or their political or religious convictions, but must ensure that such views or convictions do not adversely affect their official duties or the interests of the Secretariat. Staff members shall uphold the highest standards of efficiency, competence, and integrity. The concept of integrity includes, but is not limited to, probity, impartiality, fairness, honesty, and truthfulness in all matters affecting their work and status.
- 2.4 In the performance of their duties, staff members shall only accept instructions from the Meeting of the Parties, bodies created by it, or the Executive Secretary.
- 2.5 Staff members shall observe maximum discretion regarding official matters and shall abstain from making private use of information they possess by reason of their position. Authorisation for the release of information for official purposes shall lie with the Meeting of the Parties or the Executive Secretary, as the case may require.

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- 2.6 Staff members shall, in general, have no employment other than with the Secretariat. In special cases, staff members may accept other employment, provided that it does not interfere with their duties in the Secretariat, and that prior authorisation by the Executive Secretary has been obtained. The Meeting of the Parties prior authorisation shall be obtained in respect of the Executive Secretary.
- 2.7 No staff member may be associated with a business, industry or other enterprise, or have a financial interest therein if, as a result of the official position held in the Secretariat, they may benefit from such association or interest. Ownership of non-controlling stock in a company shall not be considered to constitute a financial interest within the meaning of this Regulation.
- 2.8 Staff members shall enjoy the privileges and immunities as referred to under the Headquarters Agreement for the Secretariat.

REGULATION 3 - HOURS OF WORK

- 3.1 The normal working day shall be eight hours, Monday to Friday, for a total of forty hours per week. These hours do not include breaks for meals.
- 3.2 The Executive Secretary shall establish the working hours, and may alter them for the benefit of the Secretariat, as circumstances may require.

REGULATION 4 - CLASSIFICATION OF STAFF

- 4.1 Staff members shall be classified as follows:
- (a) Executive Secretary
This post will be filled by a person possessing appropriate qualifications and experience for the position. The Executive Secretary shall be recruited internationally only from among nationals of Parties.
- (b) General Staff
This category shall include all other staff, including technical, scientific, administrative and auxiliary positions. Such staff members shall be recruited only from among nationals of Parties.
- 4.2 Persons employed under Regulation 12 shall not be classified as staff members.

REGULATION 5 - SALARIES AND OTHER REMUNERATION

- 5.1 The salary scale for the Executive Secretary shall be at SES 2.1 classification of the Tasmanian Public Service, noting that these figures

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may be revised from time to time by the Tasmanian Public Service. The relevant salary scale, as applicable at the time of Third Session of the Meeting of the Parties, is set out in Schedule A. The salary of the Executive Secretary shall be paid in Australian dollars. All associated allowances for the Executive Secretary shall be in accordance with the Senior Executive Service (SES) category of the Tasmanian Public Service.

- 5.2 The salary scale for the general staff shall be those used for Professional Officers in the Tasmanian Public Service, noting that these figures may be revised from time to time by the Tasmanian Public Service. The relevant salary scale, as applicable at the time of Third Session of the Meeting of the Parties, is set out in Schedule B. The Level of appointment for general staff shall be determined by the Executive Secretary. All allowances for each general staff members shall be in accordance with the appropriate category of the Tasmanian Public Service. The salaries of general staff members shall be paid in Australian dollars.
- 5.3 The salaries of staff members shall normally begin at Step 1 of the Level at which they are appointed. However, under exceptional circumstances:
(a) general staff may be appointed at a higher salary Step at the discretion of the Executive Secretary,
(b) the Executive Secretary may be appointed at a higher salary Step upon the approval of the Meeting of the Parties.
- All staff shall remain at the Step at which they are appointed for at least the first year of employment.
- 5.4 Staff members shall receive annual step increases, subject to satisfactory performance of their duties. Step increases shall cease once the staff member has reached the highest step in the Level in which they are serving. Performance shall be assessed annually against a competency framework. Performance by the Executive Secretary shall be assessed by the Chair of the Advisory Committee.
- 5.5 The promotion of the Executive Secretary and other staff members from one Level to another shall require the prior approval of the Meeting of the Parties.
- 5.6 The Executive Secretary is not entitled to overtime pay or compensatory leave.
- 5.7 General staff members required to work more than 40 hours during one week will be compensated with compensatory leave equivalent to hours of overtime performed. Where the Executive Secretary deems it is

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appropriate for the efficient operation of the Secretariat, compensation may be paid by remuneration per overtime hour, to be calculated at the rate of time and a half, or if the additional time is worked on a Sunday, or on holidays listed in Regulation 7.8, at the rate of double time.

- 5.8 Expenses incurred by Secretariat staff in the performance of their duties shall be paid from the General Fund within the limits prescribed annually in the budget. The approval of the Executive Secretary is required before such expenses are incurred.

REGULATION 6 - RECRUITMENT AND APPOINTMENT

- 6.1 Recruitment of the Executive Secretary and support staff shall be in accordance with the procedures set out in Annex A of these Regulations. The Meeting of the Parties shall establish the remuneration and such other entitlements as it deems appropriate for the Secretariat's staff. The Executive Secretary's term of office shall be for four years unless otherwise decided by the Meeting of the Parties, subject to a satisfactory performance evaluation to be conducted by the Chair of the Advisory Committee at the end of the first year of employment. The Executive Secretary shall be eligible for reappointment for one additional term. The total length of employment may not exceed eight years.
- 6.2 The Executive Secretary shall appoint (in accordance with Annex A of these Regulations), direct and supervise other staff members.
- 6.3 Upon selection, each staff member shall receive an offer of appointment stating:
- (a) that the appointment is subject to these regulations and to changes which may be made to them from time to time;
 - (b) the nature of the appointment including a description of the duties of the position;
 - (c) the date on which the staff member is required to commence duty;
 - (d) the period of appointment, the notice required to terminate it and the period of probation;
 - (e) for the Executive Secretary, the period of appointment, which shall not exceed four years, and which may be renewed once in consultation with the Meeting of the Parties;
 - (f) the category, Level, commencing rate of salary and the scale of step increases and the maximum salary attainable;
 - (g) the allowances attached to the appointment;
 - (h) any special terms and conditions which may be applicable.
- 6.4 Together with the offer of appointment, staff members shall be provided with a copy of these Regulations. Upon acceptance of the offer staff

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members shall state in writing that they are familiar with and accept the conditions set out in these Regulations.

REGULATION 7 – LEAVE

- 7.1 Staff members shall be entitled to 20 working days annual leave during each working year of service, or for periods of less than a full calendar year on a pro rata basis for each completed month of service. Annual leave is cumulative, but at the end of each calendar year, not more than 15 working days may be carried over to the following year.
- 7.2 The taking of leave shall not cause undue disruption to normal Secretariat operations. In accordance with this principle, leave dates shall be subject to the needs of the Secretariat. Leave dates shall be approved by the Executive Secretary who shall, as far as possible, bear in mind the personal circumstances, needs and preferences of staff members. The Executive Secretary shall notify in advance the Chair of the Advisory Committee their periods of leave.
- 7.3 Annual leave may be taken in one or more periods.
- 7.4 Any absence not approved within the terms of these Regulations shall be deducted from annual leave. Where no leave allowance remains, a commensurate deduction in pay will be made for the period of absence.
- 7.5 Staff members who, upon termination of their appointment, have accumulated annual leave which has not been taken shall receive the cash equivalent estimated based on the last salary received to a limit of 30 days.
- 7.6 After 18 months of service the Secretariat shall, in accordance with Regulation 9 pay fares to the staff member's home country on annual leave for internationally recruited staff members, their partners and their dependents (see Regulation 10). The time taken to travel on a direct flight from Hobart to the staff member's home country shall be treated as work time, not annual leave. Following this, home leave fares shall be granted at two-year intervals provided that:
- (a) dependants who benefit from this grant have resided in Tasmania for at least 6 months prior to travel; and
 - (b) it is expected that staff members will return to the Secretariat to continue rendering their services for a minimum additional period of 6 months.

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- 7.7 The possibility of combining travel to home country on leave with official travel in Secretariat service may also be considered, provided the functions of the Secretariat are not disadvantaged.
- 7.8 Staff shall be entitled to the public holidays gazetted in relation to Hobart:
- 7.9 If under special circumstances members of the staff are required to work on one of the aforementioned days, or if any one of the above holidays falls on a Saturday or Sunday, the holiday shall be observed on another day to be set by the Executive Secretary, who shall take into account the efficient functioning of the Secretariat.

REGULATION 8 – SUPERANNUATION, INSURANCE AND SPECIAL LEAVE

- 8.1 It is a condition of employment that each staff member will contribute to a recognised retirement fund and have medical and hospital insurance cover. Staff members shall be responsible for the payment of contributions to their retirement fund and insurance premiums.
- 8.2 Staff members shall not be granted sick leave for a period of more than 3 consecutive days and more than a total of 7 working days in any calendar year without producing a medical certificate.
- 8.3 (a) Staff members shall be granted certified sick leave not exceeding 12 months in any 4 consecutive years. The first 6 months shall be on full salary and the second 6 months on half salary, except that no more than 4 months on full salary shall normally be granted in any period of 12 consecutive months.
- (b) In the event of medically certified long term or life threatening sickness, which prevents the Executive Secretary from continuing in their position, the Executive Secretary and their partner and dependents (see Regulation 10) shall be entitled to return travel and removal expenses to country of origin or former residence at the expense of the Secretariat.
- 8.4 After 12 months of employment in the Secretariat female staff members shall be entitled to maternity leave associated with the birth or adoption of a child. On the basis of medical advice that the birth will probably take place within 6 weeks, staff members shall be entitled to be absent from duty until eight weeks after the birth. During this period staff members shall receive full pay and corresponding allowances.
- 8.5 After 12 months of employment in the Secretariat a staff member shall be entitled to parental leave, upon either their partner giving birth or their adoption of a child. In such an event, staff members shall be entitled to be

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- absent from duty for a period of up to three weeks. During this period, staff members shall receive full pay and corresponding allowances.
- 8.6 Staff members are entitled to up to 5 working days of compassionate paid leave in any one year, subject to the approval of the Executive Secretary. In the case of the Executive Secretary compassionate paid leave will be subject to the approval of the Chair of the Advisory Committee. Compassionate leave may not be accumulated.
- 8.7 In the event of death of a staff member, the right to salary, allowances and other corresponding benefits shall cease on the day on which death occurs, unless the deceased is the Executive Secretary and leaves a partner and/or dependents (see Regulation 10), in which case these shall be entitled to mortality allowances and return travel and removal expenses to their country of origin or former residence at the expense of the Secretariat.
- 8.8 Eligibility of the partner and/or dependents (see Regulation 10) of a deceased staff member for the payment of return travel and removal expenses shall lapse if the travel is not undertaken within 6 months of the date of the staff member's death.
- 8.9 The above mortality allowance for death shall be the equivalent of 4 months gross salary.
- 8.10 The Secretariat shall pay for customary and reasonable expenses for shipment of an Executive Secretary's body from the place of death to the place designated by the next of kin.

REGULATION 9 – TRAVEL

- 9.1 Staff members may be required to undertake travel, including international travel, on behalf of the Secretariat. All official travel shall be authorised by the Executive Secretary in advance within the limits of the budget, and the itinerary and travelling conditions shall be those best suited for maximum effectiveness in the fulfilment of duties assigned.
- 9.2 The Secretariat shall pay for adequate travel insurance for all official travel by staff members.
- 9.3 With regard to official travel, a reasonable travel allowance shall be paid in advance for accommodation and daily living expenses.
- 9.4 Economy class shall be utilised, wherever feasible, for air travel. For economy class journeys over 9 hours in flying time, staff will be entitled to one rest day.

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- 9.5 Following completion of a journey for official purposes, staff members shall repay any travel allowances to which, in the event, they were not entitled. Where staff members have incurred expenses above and beyond those for which travel allowances have been paid, they shall be reimbursed, against receipts and vouchers, as long as such expenses were necessarily incurred in pursuit of their official duties.
- 9.6 On taking up an appointment, the Executive Secretary shall be eligible for:
- (a) payment of air fares (or equivalent) and travel allowance for themselves, their partners and dependents (see Regulation 10) to Hobart;
 - (b) payment of removal costs, including the shipment of personal effects and household goods from place of residence to Hobart, subject to a maximum volume of 30 cubic metres, or one international standard shipping container; and
 - (c) payment or reimbursement of sundry other reasonable expenses related to relocation, including insurance of goods in transit and excess baggage charges. Such payments shall be subject to prior approval by the Chair of the Advisory Committee.
- 9.7 Staff members who, in the course of their duty, are required to use private motor vehicles for official travel purposes shall, with the prior authorisation of the Executive Secretary, be entitled to receive a reimbursement of the reasonable costs involved. The costs associated with normal daily travel to and from the place of work shall not be reimbursed.

REGULATION 10 – DEPENDENTS

- 10.1 For the purposes of these regulations the term 'dependent' means any:
- (a) child, who is born of, or adopted by, a staff member, their partner, or their children, who is below the age of eighteen years and who is dependent on a staff member for main and continuing support;
 - (b) child fulfilling the conditions laid down in paragraph (a) above, but who is between eighteen and twenty-five years of age and is receiving school or university education or vocational training;
 - (c) handicapped child who is dependent on a staff member for main and continuing support;
 - (d) other child who is given a home by and is dependent on a staff member for main and continuing support;
 - (e) member of the family forming part of the household of the staff member, for whose main and continuing support a staff member is legally responsible.

REGULATION 11 - SEPARATION FROM SERVICE

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- 11.1 Staff members, with the exception of the Executive Secretary, may resign at any time upon giving 4 weeks notice or such lesser period as may be approved by the Executive Secretary. The Executive Secretary may resign at any time upon giving six months notice, or such lesser period as may be approved by the Meeting of the Parties.
- 11.2 In the event of a staff member resigning without giving the required notice the Executive Secretary (in the case of staff members other than the Executive Secretary) or the Meeting of the Parties (in the case of the Executive Secretary) reserves the right to decide whether repatriation expenses or any other allowance shall be paid.
- 11.3 Appointment of staff members may be terminated upon prior written notice at least three months in advance, by the Executive Secretary (and in the case of the Executive Secretary, by the Meeting of the Parties) when this is deemed to be for the benefit of the efficient functioning of the Secretariat, due to restructuring of the Secretariat, or if it is considered that the staff member does not give satisfactory service, as assessed by annual reviews, or fails to comply with the duties and obligations set out in these Regulations, or is incapacitated for service.
- 11.4 In the event of involuntary termination from service, the Executive Secretary shall be compensated at a rate of one month base pay for each year of service, beginning the second year, unless the cause of termination has been gross dereliction of the duties imposed in Regulation 2.
- 11.5 In the event of involuntary termination of the appointment of a general staff member, they shall be compensated at a rate of one month base pay for each year of service, except when the Executive Secretary considers that the staff member has not given satisfactory service, fails to comply with the duties and obligations set out in these Regulations, or is incapacitated for service.
- 11.6 On separation from service, the Executive Secretary shall, except in the case of gross dereliction of duties, be entitled to the following:
- (a) payment of economy class air fares (or equivalent) to the staff member's country of origin or former residence, for the staff member, partners and dependents; and
 - (b) payment of removal costs, including the shipment of personal effects and household goods from place of residence in Tasmania to the country of origin or former residence, subject to a maximum volume of 30 cubic metres or one international shipping container.

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REGULATION 12 - TEMPORARY PERSONNEL UNDER CONTRACT

- 12.1 The Executive Secretary may contract temporary personnel to discharge special duties of a short or fixed term nature. Such personnel shall be classified as contractors and may be paid on either an hourly or contract basis. Persons in this category shall not be covered under the provisions of these staff regulations, but by the provisions contained in the contract entered into with the Secretariat.
- 12.2 Persons in this category may include translators, interpreters and other persons contracted for meetings, as well as those whom the Executive Secretary contracts for a specific task.

REGULATION 13 - APPLICATION AND AMENDMENT OF REGULATIONS

- 13.1 Any issues arising from application of these Regulations shall be resolved by the Executive Secretary following consultation with the Chair of the Advisory Committee.
- 13.2 Matters not foreseen in these Regulations may be brought to the attention of the Meeting of the Parties by the Executive Secretary.
- 13.3 These Regulations including the schedules may be amended by a decision of the Meeting of the Parties.

REGULATION 14 - APPLICATION OF AUSTRALIAN LAW TO EMPLOYMENT CONTRACTS

- 14.1 The governing law of employment contracts between staff members and the Secretariat shall be that of Tasmania and, where relevant, the Commonwealth of Australia.
- 14.2 To the extent that any privileges and immunities applicable under Australian law to a staff member or the Secretariat prevent the laws of Tasmania or the Commonwealth of Australia being the governing law of such contracts, such privileges and immunities are expressly waived by the Meeting of the Parties.
- 14.3 To the extent that such laws would impose rights to either a staff member or the Secretariat by virtue of the employment relationship between them, the laws of Tasmania and, where relevant, the Commonwealth of Australia, shall apply to such relationship, and any relevant privileges and immunities are expressly waived by the Meeting of the Parties. If there is any inconsistency between these Staff Regulations and the rights referred

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to in the previous sentence, these Staff Regulations shall be deemed as modified to the extent necessary to ensure consistency.

- 14.4 The substance of the foregoing paragraphs of this Regulation shall be included in all employment contracts between a staff member and the Secretariat.

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**Schedule A
EXECUTIVE CATEGORY**

Classification Level	Structural Adjustment 05/03/09	Annual Increase 26/11/09	Annual Increase 25/11/10	Structural Adjustment Increase 03/03/11	Annual Increase 2012 estimated 3%
SES 2-1	\$125,869	\$130,275	\$134,834	\$137,531	\$141,656
SES 2-2	\$131,863	\$136,789	\$141,576	\$144,408	\$148,740
SES 2-3		\$143,302	\$148,318	\$151,284	\$155,822
SES 2-4		\$149,816	\$155,060	\$158,161	\$162,905

**Schedule B
PROFESSIONAL CATEGORY**

Classification Level	Structural Adjustment 05/03/09	Annual Increase 26/11/09	Annual Increase 25/11/10	Structural Adjustment Increase 03/03/11	Annual Increase 2012 estimated 3%
Prof 1-2	\$47,437	\$49,097	\$50,815	\$51,832	\$53,386.96
Prof 1-3	\$49,371	\$51,099	\$52,888	\$53,946	\$55,564.38
Prof 1-4	\$53,246	\$55,109	\$57,038	\$58,179	\$59,924.37
Prof 1-5	\$55,623	\$57,570	\$59,585	\$60,777	\$62,600.31
Prof 1-6	\$58,079	\$60,112	\$62,216	\$63,460	\$65,363.80
Prof 1-7	\$61,582	\$63,737	\$65,968	\$67,288	\$69,306.64
Prof 1-8	\$63,838	\$66,073	\$68,385	\$69,753	\$71,845.59
Prof 2-1	\$66,761	\$69,098	\$71,516	\$72,946	\$75,134.38
Prof 2-2	\$69,570	\$72,005	\$74,526	\$76,016	\$78,296
Prof 2-3	\$72,908	\$75,460	\$78,101	\$79,663	\$82,052
Prof 3-2	\$77,210	\$82,717	\$86,802	\$90,309	\$93,018
Prof 3-3	\$81,031	\$83,869	\$88,539	\$92,713	\$95,494

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Annex A - Recruitment Procedure for Secretariat Staff

When the position of Executive Secretary or other post is or becomes vacant, the following recommended procedures should be used to recruit staff.

Executive Secretary

1. The Meeting of the Parties shall appoint three members of the Advisory Committee as a recruitment sub-committee to address all matters associated with the recruitment and appointment of a new Executive Secretary.
2. The meetings of the recruitment sub-committee will be closed. All information obtained by the recruitment sub-committee and their deliberations will be treated confidentially.
3. An advertisement in each of the official languages, establishing the selection criteria, shall be placed on the ACAP website and provided to each Party for advertising as they consider appropriate, with the purpose of attracting applications for the post of Executive Secretary. Any such national advertisements shall be similar in form to that placed on the website.
4. The Chair of the recruitment sub-committee shall, in consideration of the time available, determine the deadline for applications and other processes leading to the short listing of candidates.
5. After the deadline for receipt of applications all curricula vitae, references and other documents submitted by applicants shall be examined by the recruitment sub-committee, who shall draw up a short list of the five most suitable candidates.
6. The recruitment sub-committee will arrange telephone or other interviews with the five candidates.
7. The recruitment sub-committee will request the two most suitable candidates to attend a face-to-face interview at the next meeting of the Advisory Committee.
8. All expenses related to the selection process, including travel and per diem for potential candidates will be reimbursed from the ACAP general fund.
9. The successful candidate will be notified to Parties along with a confidential summary of the selection process and a rationale for the appointment of the selected candidate.
10. The chosen candidate shall be notified at the earliest opportunity.

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11. The successful candidate will be subject to a year's probation period during which the appointee's performance will be assessed by the Chair of the Advisory Committee taking into account the views of Parties. The post will be confirmed subject to a satisfactory performance assessment.

12. If the Executive Secretary resigns, the Advisory Committee shall nominate a suitable temporary replacement, who must be approved by at least a two-thirds majority of the Parties to the Agreement.

13. Any person designated Acting Executive Secretary shall enjoy the salary, allowances and other privileges appropriate to the post of Executive Secretary for such time as the person occupies the post.

Suggested Selection Criteria for the Appointment of the Executive Secretary to ACAP

The recruitment sub-committee shall be guided by, but not necessarily limited to, the following criteria in the selection of an Executive Secretary:

Essential criteria

1. national of an ACAP Party;
2. experience or detailed knowledge of the operations of international intergovernmental organisations;
3. representational and promotional skills;
4. fluency in one of the ACAP languages;
5. demonstration of an appropriate level of managerial experience and proven competence, including:
 - a. the preparation of financial budgets and the management of expenditures; and
 - b. the organisation of meetings and provision of Secretariat support for high level committees;

Desirable criteria

6. familiarity with the conservation of albatrosses and petrels;
7. relevant experience and qualifications; and
8. proficiency in the ACAP languages

Recruitment Procedure for General staff

The following recommended procedures for the recruitment of the general staff will be used, with the Executive Secretary taking the leading role.

1. Advertisements shall be placed on the ACAP website and in relevant Australian media with the purpose of attracting applications for the vacant post.

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2. The Executive Secretary shall, in consideration of the time available, determine the deadline for applications and other processes leading to the short listing of candidates.
3. The Executive Secretary shall convene a recruitment sub-committee consisting of three relevant people.
4. The meetings of the recruitment sub-committee will be closed. All information obtained by the recruitment sub-committee and their deliberations will be treated confidentially.
5. From applications received, the Executive Secretary, in consultation with the recruitment sub-committee, will identify the most suitable candidates and perform a preliminary interview by telephone.
6. The Executive Secretary, in consultation with the recruitment sub-committee, will then determine the most appropriate method for the final selection.
7. The Executive Secretary may make arrangements to cover any work requirements on the Secretariat if absences occur.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.4

Advisory Committee Work Programme

Recalling Article VIII(11)(d) of the Agreement, which required the first Session of the Meeting of the Parties to establish the Advisory Committee provided for in Article IX of the Agreement;

Further recalling Resolution 1.5 of the Meeting of the Parties on the establishment of the Advisory Committee which included a work programme for this Committee;

Noting that the fourth meeting of the Advisory Committee developed a work programme for the period 2010-2012 (AC4 Final Report – Annex 8) taking into consideration the outcomes of its meeting and the preceding meetings of the Breeding Sites, Seabird Bycatch and Status and Trends Working Groups;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Decides:

1. to endorse the Advisory Committee work programme in Appendix A.

Appendix A: Advisory Committee Work Programme 2010-2012

	Topic/Task	Responsible group	Timeframe	Action detail
1.1	Review the evidence supporting the specific status of the Wandering Albatross complex	TWG led by Convenor	2010	This will conclude the assessment process for all closely related sister taxa listed currently on Annex 1 of the Agreement
1.2	Keep the Taxonomy Working Group's bibliographic database updated	TWG led by Convenor	2010-2012	
1.3	Continue the establishment of a morphometric and plumage database	TWG led by Convenor (Secretariat)	2010-2012	This will facilitate the taxonomic process, the identification of bycatch specimens, and the long-term storage of valuable data
1.4	Consider preparing a paper for peer-reviewed publication on albatross taxonomy	TWG led by Convenor	2010	A scientifically accepted paper would state ACAP's position in the clearest possible way to the scientific community, but other ways might be easier
1.5	Consider additional species for addition to Annex 1 of the Agreement	Parties and AC	2010-2012	Development of papers as required, using species assessment template. Spain to develop document on Balearic shearwater.
2.1	Consider gaps in status and trends data submitted to ACAP and request any outstanding data (including from SCAR). Continue to update population data	STWG (Secretariat)	a) End 2009 b) 2010-2012	a) All outstanding existing data to be incorporated into database. b) Parties to provide new population data
2.2	Incorporate all feedback received into the draft species assessments, and incorporate missing data	STWG Convenor (with species authors) (Secretariat)	2010-2012	Feedback from AC4 and incorporate data that are currently missing
2.3	Provide advice to CEP regarding census methods for Antarctic southern giant petrels	STWG, (Secretariat)	End 2008	CEP requested review and advice on census methods prior to their 2009 meeting
2.4	Supply data and validate ACAP database	STWG Convenor and members (with data holders) (Secretariat)	2010-2012	Liaise with Secretariat
2.5	Finalise Species Assessments for all ACAP species	Species Assessment Coordinating Group, STWG Convenor, (Secretariat)	End 2009	This to include updating population trends with 2008 data and any new species added to Annex 1

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2.6	Translation of Species Assessments into Spanish and French	STWG (Secretariat)	2010	Includes contributions in kind from Spanish and French speaking Parties
2.7	Reconsider selection of RFMOs whose boundaries are included on distribution maps in Species Assessments	SBWG STWG	2010	Further maps, if required, would need to be commissioned from BirdLife
2.8	Provide and consider annual reports to AC on STWG activities	STWG and AC	2010-2012	
3.1	Revise the database lists and structures	BSWG (Secretariat)	2010-2012	This needed to ensure compatibility with other databases and enable update of Species Assessments
3.2	Complete, review and update data submission from Parties	BSWG	2010-2012	
3.3	Compile and help maintain list of introduced mammals and eradications from ACAP breeding sites	BSWG (Secretariat)	2010-2012	This will inform analysis of past and current risks
3.4	Compile and maintain list of former (recent) breeding sites of ACAP species and their characteristics	BSWG (Secretariat)	2010-2012	This will enable consideration of further mitigation of land-based pressures and potentially restoration of range
3.5	Assess the threats to breeding sites and identify gaps in knowledge	BSWG (Secretariat)	2010-2012	
3.6	Develop, review and update best-practice guidelines to mitigate selected threats to breeding sites, including biosecurity	BSWG Biosecurity lead UK	2010-2012	
3.7	Review evidence for impacts of pathogens and parasites on ACAP species and effectiveness of mitigation measures	BSWG, lead France, Ecuador, Argentina	2010	Initial colony threats analysis indicates this to be an issue at some colonies
3.8	Consider criteria for prioritisation of internationally important breeding sites	BSWG	2010-2012	BirdLife International. to progress analysis of IBAs for later consideration by WG
3.9	Provide and consider annual reports to AC on BSWG activities	BSWG and AC	2010-2012	N/A
4.1	To consolidate Seabird Bycatch Working Group	Parties with assistance of Convenor of SBWG	End of September 2008	Brazil, Ecuador, France, Norway, Peru, Spain, Uruguay and further interested Range States to nominate working group members

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	Topic/Task	Responsible group	Timeframe	Action detail
4.2	Continue to develop and implement the interaction plan for ACAP and relevant Parties to engage and assist RFMOs and other relevant international bodies to assess and minimise bycatch of albatrosses and petrels	SBWG and AC	1) End Aug 2008 2) End Mar 2009 3) 4) and 5) 2010-2012	1) Agree initial plan and nominate first RFMO coordinators (AC) 2) Analysis of needs, coordination of work and report back on initial RFMOs (RFMO coordinators intersessionally with SBWG, AC and Parties, as described in AC4 Doc 56) 3) Attendance at selected RFMO meetings (may be less if Party can contribute directly) 4) Review of process and suggest any changes (SBWG) 5) RFMO by RFMO development of strategies for engagement (commenced by AC5)
4.3	Continue to review availability of albatross and petrel tracking/distribution data to ensure representativeness of species/age classes. Prioritise gaps and encourage studies to fill gaps.	SBWG, AC, Parties and BirdLife International	2010-2012	Review status at AC5, AC7, AC9
4.4	Complete reports on analysis of overlaps of distributions and albatrosses and petrels with fisheries managed by RFMOs	BirdLife / ACAP	1) Oct 2008 2) 2011 3) 2011	1) Complete last of initial five reports (already funded) 2) Analysis of information for remaining RFMOs including those managing trawl fisheries (by AC6) 3) Review if updated overlap analyses required (AC6)
4.5	Develop materials (both generic and specific) to assist RFMOs and other relevant international and national bodies in reducing seabird bycatch and to maximise effective participation and consideration of issues relevant to ACAP	NZ / SBWG Convenor with other SBWG consultation (Secretariat)	1) 2010 2) 2010-2012	1) Observer programme designs including protocols for the collection of seabird bycatch data, with consideration of analytical methods for assessing seabird bycatch to be examined first. 2) Summary of risk assessment methods and key contacts in this area. Priority decided inside the RFMO interaction plan.

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	Topic/Task	Responsible group	Timeframe	Action detail
4.6	Review and utilise available information on foraging distribution, fisheries and seabird bycatch to assess and prioritise the risk of fishing operations on ACAP species in waters subject to national jurisdiction. Link to broader prioritisation process	SBWG and Parties	1) 2010 2) 2011	1) Commission initial report on knowledge of fisheries, status of any bycatch mitigation, knowledge of relevant seabird distribution for AC5. Note overlap with 4.4. NPOA seabirds also can be used. (AUD \$0) 2) Assess needs for waters subject to national jurisdiction and any capacity building requirements
4.7	Define bycatch data requirements from Parties	SBWG (lead USA)	2009-10	Requires a clear objective statement of purpose, terms of reference and timeline for the collection of bycatch data
4.8	Collate information (metadata) on bycatch monitoring schemes and data held by each Party	SBWG (lead USA)	2009	Requires development of a metadata survey form
4.9	Develop a prototype bycatch data collection form with comprehensive instructions for completing the form.	SBWG (lead USA)	2009-10	
4.10	Test and develop bycatch data collection form	SBWG (lead USA)	2009-2010	A sample of Parties to test and evaluate the utility of the form and appropriateness of its questions based on the sample completed forms and revise as necessary
4.11	Incorporate bycatch data collection form into standard Party reports	AC	2009-2010	
4.12	Create and maintain a bibliography of relevant bycatch information	BirdLife/SBWG (Secretariat)	2010-2012	BirdLife producing report /database. To include both published and unpublished literature
4.13	Maintain information fact sheets on mitigation measures for fishing methods known to impact albatrosses and petrels (demersal longline, pelagic longline, trawl). Maintain individual mitigation fact sheets (BirdLife/ACAP)	Leads: New Zealand (trawl), Australia (Pelagic LL), UK (Demersal LL), BirdLife (individual)	2010-2012	Initial versions of each gear review completed by AC5 Individual mitigation fact sheets by AC5)
4.14	Produce report on lessons from mitigation success stories in commercial fisheries	BirdLife/ Australia/ Convenor SBWG	2010-2012	

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	Topic/Task	Responsible group	Timeframe	Action detail
4.15	Assist in the preparation, adoption and implementation of FAO NPOA-Seabirds or equivalent	SBWG and Parties/ Range States	2010	FAO expert consultation including ACAP input scheduled for September 2008
4.16	Prepare review of knowledge on deliberate take/killing of ACAP species at sea	Australia/ Brazil/ New Zealand/ Peru/ UK/ WWF/ SBWG	2010	Review to describe current knowledge (much from unpublished literature) and causes of any deliberate take and to consider possible take reduction strategies
4.17	Review results of any research funded by ACAP on seabird bycatch issues	SBWG	2010-2012	Draw conclusions and make recommendations to AC as appropriate
4.18	Maintain review of research needs and priorities for bycatch research and mitigation development	SBWG	2010-2012	
4.19	Provide and consider annual reports to AC on WG activities	SBWG and AC	2010-2012	
4.20	Estimate mortality in previously unobserved fisheries in range of Waved albatross	Ecuador and Peru, BirdLife, AC, American Bird Conservancy	2010	Part of implementation from Waved Albatross Action Plan
5.1	Develop strategy for capacity building	AC Chair, New Zealand, Brazil, Argentina, Ecuador, Chile	2010	Utilising work on potential projects by Brazil and AC and including potential sources of funding
5.2	Improve seabird data collection from observer programmes in South America	All South American Parties	2010-2012	Development of a South American seabird observers course, development of standard methodology (see also 4.5) and exchange of observers between Parties
5.3	2 nd South American Fishers Forum	All South American Parties, Southern Seabird Solutions, WWF	December 2009	Some support would be welcome
5.4	Provide assistance and capacity building to ensure drafting and implementation of NPOA-Seabirds	AC and Parties to consider	2010-2012	Capacity building in accordance with the needs identified by interested Parties in order to encourage implementation, particularly in Argentina, Ecuador France, Peru, South Africa, (Mozambique, Madagascar), Tristan da Cunha (UK), and EC external fisheries

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	Topic/Task	Responsible group	Timeframe	Action detail
5.5	Technical Cooperation to train observers and develop an observers programme in Ecuador	Argentina, Ecuador, BirdLife International, American Bird Conservancy	2008 - 09	Part of Waved Albatross Action Plan implementation
5.6	Development of an observers programme in Peru	Peru, BirdLife International, American Bird Conservancy	2009	Part of Waved Albatross Action Plan implementation
6.1	Identify and prioritise conservation measures required for each species and by each Party to the Agreement	WG Convenors and <i>ad-hoc</i> group, lead New Zealand	2010-2012	An analysis of threats, data/knowledge gaps and population trends will be reported
6.2	Develop and harmonise conservation strategies for particular species or groups of species of albatrosses and petrels	WGs, AC (Secretariat)	2010-2012	Precise definition of what is needed difficult at this range
6.3	Implement conservation strategies for particular species or groups of species of albatrosses and petrels	Parties, AC	2010-2012	Precise definition of what needed is difficult at this range
6.4	Develop a system of indicators for the success of the ACAP Agreement	New Zealand, UK	2010	Drawing on the prioritisation exercise information, considerations within Working Groups and earlier work for the AC, these are required to assess the effectiveness of the Agreement
6.5	Review the effects of climate change on ACAP species	France, UK	2011	This may need updating at regular intervals
6.6	Improve, in association with the Secretariat, guidance for the provision of information by Parties on the implementation of the Agreement	AC	Initial work by 2010 for agreement in 2011	Information on implementation provided by Parties is currently difficult to assemble and assess, and can prove onerous to Parties to provide.
6.7	Review information provided by Parties on implementation of the Agreement and provide a report to MoP	AC	2011	This to carry out responsibilities under Article IX 6 d) of the Agreement
6.8	Support database of relevant scientific literature	AC, lead: Argentina, UK (Secretariat)	2010-2012	Much exists already in various places. Also relevant for several other actions e.g. 4.12, 4.13.
6.9	Develop a directory of relevant legislation	Argentina, UK (Secretariat)	2010-2012	Parties will need to supply information

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	Topic/Task	Responsible group	Timeframe	Action detail
6.10	Develop a list of authorities, research centres, scientists and non-governmental organisations relevant to ACAP	Argentina, UK (Secretariat)	2010-2012	Requires input from AC and Parties
7.1	Budget matters	AC	2010-2012	Shorter-term advice provided by the AC Chair
7.2	Staff matters	AC	2010-2012	Shorter-term advice provided by the AC Chair
7.4	Oversight, advice and guidance of Secretariat in relation to database, web portal.	Convenors, chair and vice-chair	2010-2012	
7.5	Management of Advisory Committee work	Chair, Vice-chair and Convenors	2010-2012	Regular teleconferences and email conversations

Grey entries are those that should be completed during 2009

- (a) Requires secretariat support and funding as part of Data Portal development
- (b) Indicates role to be achieved by secretariat science officer

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.5

Amendments to the Financial Regulations

Recalling that, in accordance with Article VIII(11)(b) of the Agreement, the first Session of the Meeting of the Parties developed financial regulations for the Agreement Secretariat, contained in Annex 5 of the report of that Session;

Further recalling Resolution 2.4 of the second Session of the Meeting of the Parties on Amendments to the Financial Regulations;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Agrees:

1. to repeal Resolution 2.4 of the Second Session of the Meeting of the Parties
2. to adopt the attached Financial Regulations in Appendix A.

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Appendix A

FINANCIAL REGULATIONS FOR THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

REGULATION 1 – APPLICABILITY

- 1.1 These regulations shall govern the financial administration of the Secretariat of the Agreement for the Conservation of the Albatrosses and Petrels ('the Secretariat') and the Advisory Committee to the Agreement on the Conservation of Albatrosses and Petrels ('the Advisory Committee') established under Articles VIII (11c) and VIII (11d) of the Agreement on the Conservation of Albatrosses and Petrels ('ACAP'). The Executive Secretary is the head of the Secretariat.

REGULATION 2 – FINANCIAL YEAR

- 2.1 The financial year shall be for 12 months commencing 1 July and ending 30 June, both dates inclusive.

REGULATION 3 – THE BUDGET

- 3.1 A draft budget comprising estimates of receipts by the Secretariat and of expenditures by the Secretariat and the Advisory Committee and any subsidiary bodies shall be prepared by the Executive Secretary for the ensuing financial period. This period shall comprise three financial years apportioned into three annual budgets.
- 3.2 The Executive Secretary shall submit the draft budget to all Parties to the Agreement 60 days before a Session of the Meeting of Parties in years where such a meeting takes place.
- 3.3 The draft budget shall include a statement of the significant financial implications for the subsequent financial period in respect of any proposed work programmes presented in terms of administrative, recurrent and capital expenditure.
- 3.4 The draft budget shall be divided by functions into items and, where necessary or appropriate, into sub-items. Appropriations shall be allocated at the function level.
- 3.5 The draft budget shall be accompanied by details of the appropriations made for the previous triennium. Details of expenditure for the first two years of the triennium and estimated expenditure for the final year against these appropriations should also be provided together with such

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information annexes as may be required by Parties to the Agreement or deemed necessary or desirable by the Executive Secretary. The draft budget shall be presented in the format prescribed in Attachment 1 to these regulations.

- 3.6 The draft budget shall be presented in Australian dollars (AUD).
- 3.7 The Parties shall adopt the budget by consensus at each ordinary Session of the Meeting of the Parties.
- 3.8 The budget shall retain a working capital provision of AUD 100,000.

REGULATION 4 – APPROPRIATIONS

- 4.1 The appropriations adopted by the Parties shall constitute an authorisation for the Executive Secretary to incur obligations and make payments for the purposes for which the appropriations were adopted.
- 4.2 Unless the Parties decide to restrict this power, the Executive Secretary may also incur obligations against future years before appropriations are adopted when such obligations are necessary for the continued effective functioning of the Agreement, provided such obligations are restricted to administrative requirements of a continuing nature not exceeding the scale of such requirements as authorised in the budget of the current financial year. In other circumstances the Executive Secretary may incur obligations against future years only as authorised by the Parties.
- 4.3 Appropriations shall be available for the financial year to which they relate. At the end of the financial year all appropriations for that financial year shall lapse. Commitments remaining undischarged against previous appropriations at the end of a financial year shall be carried over and be included in the budget for the next financial year, unless the Parties decide otherwise.
- 4.4 The Executive Secretary may make transfers of up to 10 per cent between appropriations. All transfers must be reported by the Executive Secretary in the annual financial report provided to Parties.
- 4.5 Should the Executive Secretary anticipate a shortfall in resources over the financial period as a whole, the Executive Secretary shall consult the Parties as to its priorities for expenditure.
- 4.6 Unforeseen and extraordinary expenses may be incurred from within existing budget appropriations, or from voluntary contributions. Approval to incur such expenses must be obtained from the Advisory Committee or from the Chair of the Advisory Committee after consultation with the

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Parties during the intersessional period. All approvals must be reported to meetings of the Advisory Committee and Meeting of the Parties.

REGULATION 5 – PROVISION OF FUNDS

- 5.1 Each Party to the Agreement shall contribute to the budget in accordance with the scale of contributions agreed by the Meeting of the Parties.
- 5.2 On approval of the budget for a financial year, the Executive Secretary shall send a copy thereof to all Parties to the Agreement notifying them of their contributions and requesting them to remit their contributions due.
- 5.3 All contributions shall be made in Australian dollars (AUD).
- 5.4 When a new Party joins the Agreement, the contribution of that Party will be added to the Special Fund.
- 5.5 A new Party to the Agreement shall be liable to pay annual contributions pro rated in proportion to the time lapsed within the financial year in question. Payment shall be made at the beginning of the financial year after the one during which membership becomes effective.
- 5.6 Contributions shall be due for payment on the first day of each calendar year and shall be paid not later than 90 days after that date. The Meeting of the Parties may permit an extension to the due date of up to 60 days for individual Parties who are unable to comply with this regulation due to the timing of the financial years of their governments.
- 5.7 The Executive Secretary shall issue invoices for contributions between 1 October and 1 December each year.
- 5.8 In accordance with Rule 20(2) of the Rules of Procedure, a Party that is one year or more behind in paying budget contributions, shall not, during the period of its default, have the right to participate in the taking of decisions of the Parties, unless the Meeting of the Parties is satisfied that the delay in payment arises from exceptional and unavoidable circumstances.
- 5.9 On or about 1 June each year, the Executive Secretary shall report to the Parties on any arrears and any actions taken in response to them.

REGULATION 6 – FUNDS

- 6.1(a) A General Fund shall be established for the purpose of accounting for the income and expenditure of the Secretariat and the Advisory Committee and any subsidiary bodies established pursuant to the Agreement;

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- (b) Contributions paid by Parties under Regulation 5.1 and miscellaneous income to finance general expenditure shall be credited to the General Fund;
- 6.2 Other Special Funds may be established for the purpose of receiving funds and making payments for purposes not covered by the regular budget of the Secretariat and Advisory Committee.

REGULATION 7 – OTHER INCOME

- 7.1 All income other than contributions to the budget under Regulation 5 and that referred to in Regulation 7.3 below, shall be classified as Miscellaneous Income and credited to the General Fund. The use of Miscellaneous Income shall be subject to the same financial controls as activities financed from regular budget appropriations.
- 7.2 Voluntary contributions above and beyond Parties' budget contributions may be accepted by the Executive Secretary provided that the purposes for which the contributions are made are consistent with the policies, aims and activities of the Agreement. Voluntary contributions offered by other bodies may be accepted, subject to agreement by the Meeting of the Parties that the purposes of the contribution are consistent with the policies, aims and activities of the Agreement. Voluntary contributions in kind may be accepted, provided that they are used to cover activities approved by the Meeting of the Parties. These may include *inter alia*, direct or indirect involvement in a joint project, free office accommodation, equipment, or the secondment of staff.]
- 7.3 Voluntary contributions shall be treated as Special Funds under Regulation 6.2.

REGULATION 8 – MONETARY CUSTODY

- 8.1 The Executive Secretary shall designate a bank or banks in the country in which the Secretariat is located in which the funds of the Agreement shall be kept and shall report the identity of the bank or banks so designated to the Parties.
- 8.2(a) The Executive Secretary may make short-term investments of monies not needed for the immediate requirements of the Agreement. Such investments shall be restricted to securities and other investments in Institutions or Government bodies of the country in which the Secretariat is located with current rating, provided by a rating body approved by the auditor, indicating a strong capacity to pay. The details of investment

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transactions and income derived shall be reported in the documents supporting the budget.

- (b) With regard to monies held in Special Funds for which use is not required for at least 12 months, longer-term investments may be authorised by the Parties provided such action is consistent with the terms under which the monies were lodged with the Secretariat. Such investments shall be restricted to securities and other investments issued by Institutions or Government bodies of the country in which the Secretariat is located and with current rating, provided by a rating body approved by the auditor, indicating a strong capacity to pay.

8.3 Income derived from investments shall be credited to the General Fund.

REGULATION 9 – INTERNAL CONTROL

9.1 The Executive Secretary shall:

- (a) establish detailed financial rules and procedures after consultation with an external auditor (Regulation 11) to ensure effective financial administration and the exercise of economy in the use of funds;
- (b) cause all payments to be made on the basis of supporting vouchers and other documents which ensure that the goods or services have been received and that payment has not been previously made;
- (c) designate officers who may receive monies, incur obligations and make payments on behalf of the Secretariat; and
- (d) maintain and be responsible for internal financial control to ensure:

- (i) the regularity of the receipt, custody and disposal of all funds and other financial resources of the Secretariat, including those of the Advisory Committee;
- (ii) the conformity of obligations and expenditures with the appropriations adopted by the Meeting of Parties; and
- (iii) the economic use of the resources of the Secretariat, including those of the Advisory Committee.

9.2 No obligations shall be incurred until the triennial budget has been approved, unless the Meeting of the Parties has otherwise approved.

9.3 The Executive Secretary may propose to the Meeting of Parties the writing off of losses of assets and bad debts, provided that the external auditor so recommends. Such losses shall be included in the annual accounts.

9.4 For purchases or contracts exceeding AUD 10,000, written tenders for equipment, supplies and other requirements shall be invited by advertisement, or by direct requests for quotation from at least three

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persons or firms able to supply the equipment, supplies, or other requirements, if such exist. For amounts exceeding AUD 5000, but less than AUD 10,000, competition shall be obtained either by the above means or by telephone or personal enquiry. The foregoing rules, shall, however, not apply in the following cases:

- (a) where it has been ascertained that only a single supplier exists and that fact is so certified by the Executive Secretary;
- (b) where voluntary contributions have been provided, specifying a particular project and/or supplier;
- (c) where, on the advice of the Advisory Committee or the Chair of the Advisory Committee, there are determined to be exceptional circumstances that require such deviation;
- (d) in case of emergency, or where, for any other reason, these rules would not be in the best financial interests of the Agreement, and that fact is so certified by the Executive Secretary.

- 9.5 The Executive Secretary shall report in writing the circumstances of exceptions under 9.4 to the Parties on at least an annual basis.

REGULATION 10 – THE ACCOUNTS

- 10.1 The Executive Secretary shall ensure that appropriate records and accounts are kept of transactions and affairs of the Secretariat and of the Advisory Committee and shall do all things necessary to ensure that all payments out of the Agreement's monies are correctly made and properly authorised and that adequate control is maintained over the assets of, or in the custody of, the Agreement and over the incurring of liabilities by the Secretariat and by the Advisory Committee.
- 10.2 The Executive Secretary shall submit to the Parties to the Agreement, not later than 30 September each year, annual financial statements showing, for the previous financial year:
- (a) the income and expenditure relating to all funds and accounts;
 - (b) budget provisions, including:
 - (i) the original budget provisions;
 - (ii) the approved expenditure in excess of the original budget provisions;
 - (iii) any other income;
 - (iv) the amounts charged against these provisions and other income;
 - (c) the financial assets and liabilities of the Secretariat, including those related to the Advisory Committee;
 - (d) details of investments;
 - (e) losses of assets and the writing off of bad debts proposed in accordance with Regulation 9.3.

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- 10.3 The Executive Secretary shall also give such other information as may be appropriate to indicate the financial position of the Agreement. These financial statements shall be prepared in a form approved by the Meeting of the Parties after consultation with the external auditor.
- 10.4 The accounting transactions of the Secretariat and Advisory Committee shall be recorded in the currency in which they took place but the annual financial statements shall record all transactions in Australian dollars (AUD).
- 10.5 Appropriate separate accounts shall be kept for all Special Funds.
- 10.6 The annual financial statements shall be submitted by the Executive Secretary to the external auditor at the same time as they are submitted to the Parties to the Agreement under paragraph 2 of this Regulation.

REGULATION 11 – EXTERNAL AUDIT

- 11.1 An external auditor shall be appointed at each ordinary Session of the Meeting of the Parties. The Secretariat will:
- (a) respect the external auditor's independence from the Secretariat, the Advisory Committee, their subsidiary bodies and the Secretariat's staff;
 - (b) establish the terms of contract;
 - (c) arrange for the payment of the external auditor; and
 - (d) provide them with the facilities and documentation that they may require for the purposes of the audit.
- 11.2 The Executive Secretary may consult an external auditor on the possible need for an introduction or amendment of any financial regulations or detailed accounting methods as well as on all matters affecting auditing procedures.
- 11.3 The Executive Secretary shall provide to the Meeting of the Parties a copy of any audit report and the audited financial statements within 60 days of their receipt. The Executive Secretary shall also report to the Parties on the outcome of consultations pursued in accordance with regulation 11.2.

REGULATION 12 – ACCEPTANCE OF ANNUAL FINANCIAL STATEMENTS

- 12.1 The Parties shall, following consideration of financial statements and any audit report submitted to the Parties under Regulation 11, and within 60

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days, signify their acceptance of the annual financial statements and audit report or take such other action as they may consider appropriate.

REGULATION 13 – INSURANCE

- 13.1 The Secretariat shall ensure suitable insurances with a reputable financial institution against normal risks to the assets of the Agreement Secretariat and Advisory Committee are in place.

REGULATION 14 – GENERAL PROVISION

- 14.1 Subject to the provisions of the Agreement, these Regulations may be amended as required by decisions of the Meeting of the Parties.
- 14.2 Where the Meeting of the Parties or the Advisory Committee is considering matters which may lead to a decision which has financial or administrative implications, it may seek advice from the Executive Secretary.

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Attachment A - Format for Presentation of Draft Budget

Ref. No	Description	Allocation 2008/09	Actual 2008/09	2010	2011	2012
APPROPRIATION 1 - SECRETARIAT						
	Employee Expenditure					
1.1.1	Salaries – Permanent					
1.1.4	RBF Superannuation					
1.1.5	Payroll tax					
	Total Employee Expenditure					
	Tactical Expenditure					
1.2.3	Accommodation					
1.2.4	Airfares					
1.2.5	Travel Allowances					
1.2.6	Travel Insurance					
1.2.7	Consultants					
1.2.8	Relocation expense (staff)					
1.2.9	Legal expenses					
1.2.10	General insurance					
1.2.11	Representation expenses					
	Total tactical expenditure					
	Operational costs					
1.3.1	Office equipment /furniture					
1.3.2	Office equipment maintenance					

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- 1.3.3 Office requisites - stationery
 - 1.3.4 Publications /books
 - 1.3.5 Corporate memberships
 - 1.3.6 Printing and copying (PR material)
 - 1.3.7 Telephones - telecommunications
 - 1.3.8 Translations - website, correspondence
 - 1.3.9 Postage
 - 1.3.10 Freight/couriers
 - 1.3.11 Light and power
 - 1.3.12 Insurance property

 - 1.3.13 Rent (flat for secondments)
 - 1.3.14 Car Hire - long term
 - 1.3.15 Cab charge - taxis
 - 1.3.16 Parking
 - 1.3.18 Support for secondments – relocation expense
 - 1.3.19 Staff training
 - 1.3.20 Staff conferences / seminars
 - 1.3.21 Bank charges
 - 1.3.22 Bad and doubtful debts
 - 1.3.23 Software purchase
 - 1.3.24 Server lease
 - 1.3.25 Outsourced IT services
 - 1.3.26 Modifications to database
 - 1.3.27 WAN Wireless network
- Office operational costs**

Total Secretariat

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APPROPRIATION 2 - MEETINGS OF THE PARTIES

Interpretation / Translation Costs

- 2.1.1 Simultaneous interpretation
- 2.1.2 Hire of interpretation equipment
- 2.1.3 Translation of documents

Meeting support costs

- 2.2.1 Hire of venue (including catering)
- 2.2.2 Hire of equipment (photocopiers)
- 2.2.3 Support staff
- 2.2.4 Printing of meeting documents/report

Meeting Support

Sponsorship

- 2.3.1 Sponsorship - delegates

Sponsorship costs

TOTAL MEETING OF PARTIES

APPROPRIATION 3 - ADVISORY COMMITTEE

Interpretation/translation

- 3.1.1 Simultaneous interpretation
- 3.1.2 Hire of interpretation equipment
- 3.1.3 Translation of meeting documents

Interpretation/translation

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Venue and meeting support costs

- 3.2.1 Hire of venue (including catering)
- 3.2.2 Hire of meeting equipment (photocopiers, etc)
- 3.2.3 Printing of meeting documents/report
- 3.2.4 Support staff

Meeting Support Sponsorship

- 3.3.1 Sponsorship - Experts
- 3.3.2 Sponsorship - delegates

Sponsorship costs

Total Advisory Committee

APPROPRIATION 4 - AGREEMENT CONSERVATION PROGRAMME

- 2008-1 Science Officer
- 2008-2 Bait pod development - BirdLife
- 2008-3 House mice eradication - Tristan Albatross
- 2008-4 Implementation Waved Albatross Action Plan - APECO
- 2008-5 Impl'n Waved Albatross Action Plan - Pro Delphinus
- 2008-6 Update of BLI tracking database
- 2008-7 Capacity building Ecuador-Argentina-BLI Translation of species assessments
- 2009-1 Maps for species assessments
- 2009-2 Attendance at RFMO meetings
- 2009-3 meetings
- 2009-4 Development of materials

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for RFMO/fisheries
managers
Estimate mortality in range
2009-5 of waved albatross
2009-5 Observer program - Peru
2010-1 Salaries-Fixed term
Superannuation – Science
2010-2 Officer
Translation of species
2010-3 assessments
2010-4 Review of RFMO maps
Attendance at RFMO
2010-5 meetings
Review of tracking
2010-6 distribution data
Analyse overlap of RFMO
2010-7 with trawl fisheries
Estimate WAL mortality in
2010-8 unobserved fisheries
Develop observer program
2010-9 in Peru
Improve data collection from
2010- observer programs in
10 South. America

Unallocated

**Total Conservation
Programme**

TOTAL AGREEMENT BUDGET

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.6

Agreement Budget 2010-2012

Recalling that Article VIII(8) of the Agreement requires the Meeting of the Parties, at each of its ordinary Sessions, to adopt a budget for the next financial period;

Recalling also that Article VII(2)(a) of the Agreement requires decisions relating to the budget and any scale of contributions to be adopted by the Meeting of the Parties by consensus, having regard to the differing resources of the Parties; and

Noting that Resolution 1.1 adopted at the first Session of the Meeting of the Parties agreed to give consideration to amending the Scale of Contributions;

Noting that Resolution 2.3 adopted at the second Session of the Meeting of the Parties amended the Scale of Contributions to ensure that no party paid more than 20% of the total ACAP Budget;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Agrees:

1. to adopt the 2010-2012 Budget in Appendix A;
2. to adopt the scale of contributions formula in Appendix B to calculate a 2010 'base rate' upon which the method used to calculate the fixed contributions for existing Parties, and shown in Appendix C, can then be applied
3. that in the financial years 2010, 2011 and 2012, the core budget shall be based on fixed annual payments from the Parties as set out in Appendix C;
4. to apply the formula in Appendix B to calculate annual contributions for Range States that accede to the agreement in 2010, 2011 or 2012, using the total annual payments shown in Appendix C as the input amount when performing the calculation, and basing the calculation on there being a

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- total of 14 Parties — the 13 existing Parties at the time of MoP3, plus the new Party that is the subject of the calculation;
5. that the accession of any Party to the Agreement during an intersessional period will not result in the recalculation of the fixed annual payments for any other Party prior to the next MoP;
 6. that the budget is to be allocated on a functional basis into four appropriations as follows:

Appropriation 1 – Operation of the Secretariat
Appropriation 2 – Meetings of the Parties
Appropriation 3 – Meetings of the Advisory Committee
Appropriation 4 – Advisory Committee Work Programme.
 7. that Parties should pay any outstanding contributions as soon as possible;
 8. that all contributions shall be paid in Australian dollars;
 9. that a working capital shall be maintained at a constant level of AUD\$100,000;
 10. that the Advisory Committee shall keep the status of the General Fund and other funds drawn up in accordance with the Agreement under regular review;
 11. that Parties and Range States should consider the feasibility of providing secondees to the Secretariat;
 12. that all Parties should consider making voluntary contributions to the Special Fund to support the activities of the Agreement;
 13. that States not party to the Agreement, governmental, inter-governmental and non-governmental organisations and other agencies should consider contributing to the Special Fund or to specific activities; and
 14. that additional funds which become available should other States accede to the Agreement during the 2010-2012 triennium will be allocated toward Appropriation No 4 to support the implementation of the Agreement.

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Appendix A

Agreement Budget 2010-2012

Ref. No	Description	2010	2011	2012
INCOME				
	Contributions from Parties	619,431	638,014	657,154
	Interest on funds	20,000	21,000	22,000
	Total Income	639,431	659,014	679,154
APPROPRIATION 1 - SECRETARIAT				
Employee salaries				
1.1.1	Salaries – Permanent	130,654	137,531	141,656
1.1.2	RBF Superannuation	11,759	12,378	12,749
1.1.3	Payroll tax			
1.1.4	Salaries-Fixed term	69,098	72,946	75,863
1.1.5	RBF Superannuation	6,219	6,565	6,828
	Salaries	217,730	229,420	237,096
Employee expenses				
1.2.1	Accommodation	8,000	8,320	8,653
1.2.2	Airfares	20,000	20,800	21,632
1.2.3	Travel Allowances	2,000	2,080	2,163
1.2.4	Travel Insurance	1,500	1,560	1,622
1.2.5	Consultants	25,000	26,000	27,040
1.2.6	Relocation expense (staff)			
1.2.7	Legal expenses	831	1,000	1,000
1.2.8	General insurance	2,000	2,080	2,163
1.2.9	Representation expenses	5,000	5,200	5,408
	Employee expenses	64,331	67,040	69,681
Operational costs				
1.3.1	Office equipment /furniture	5,000	5,200	5,408
1.3.2	Office equipment maintenance	2,000	2,080	2,163
1.3.3	Office requisites - stationery	2,000	2,080	2,163
1.3.4	Publications /books	1,000	1,040	1,082
1.3.5	Corporate memberships	500	520	541

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Ref. No	Description	2010	2011	2012
1.3.6	Printing and copying (PR material)	5,000	5,200	5,408
1.3.7	Telephones - telecommunications	4,500	4,700	4,900
1.3.8	Translations - website, correspondence	5,000	5,200	5,408
1.3.9	Postage	1,000	1,040	1,100
1.3.10	Freight/couriers	500	520	540
1.3.11	Light and power	600	625	650
1.3.12	Insurance property	1,000	1,050	1,100
1.3.13	Rent (flat for secondments)	10,000	10,400	10,800
1.3.14	Car Hire - long term	14,800	15,400	16,000
1.3.15	Cab charge - taxis	400	416	433
1.3.16	Parking	1,900	1,976	2,055
1.3.17	Support for secondments – relocation expense	8,320	8,652	8,998
1.3.18	Staff training	6,000	6,240	6,490
1.3.19	Staff conferences / seminars	1,000	1,040	1,082
1.3.20	Bank charges	100	104	108
1.3.21	Bad and doubtful debts	500	520	541
1.3.22	Software purchase	2,000	2,080	2,163
1.3.23	Server lease	5,000	5,200	5,408
1.3.24	Outsourced IT services	14,900	15,500	16,100
1.3.25	Modifications to database	8,000	10,400	10,816
1.3.26	WAN Wireless network	2,350	2,450	2,550
	Office operational costs	103,370	109,633	114,007
	Total Secretariat	385,431	406,093	420,784

APPROPRIATION 2 - MEETINGS OF THE PARTIES

	Interpretation / Translation Costs			
2.1.1	Simultaneous interpretation			33,000
2.1.2	Hire of interpretation equipment			11,000
2.1.3	Translation of documents			43,500
		0	0	87,500
	Meeting support costs			
2.2.1	Hire of venue (including			12,000

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Ref. No	Description	2010	2011	2012
	catering)			
2.2.2	Hire of equipment (photocopiers)			8,000
2.2.3	Support staff			16,500
2.2.4	Printing of meeting documents/report			5,500
		0	0	42,000
	Sponsorship			
2.3.1	Accommodation-overseas			
2.3.2	Airfares-overseas			
2.3.3	Allowances-overseas			
2.3.4	Sponsorship - experts ¹			27,500
	Sponsorship costs	0	0	27,500
TOTAL MEETING OF PARTIES		0	0	157,000
APPROPRIATION 3 - ADVISORY COMMITTEE				
	Interpretation			
3.1.1	Simultaneous interpretation	40,000	41,600	
3.1.2	Hire of interpretation equipment	10,000	10,800	
3.1.3	Translation of meeting documents	40,000	42,000	
		90,000	94,400	
	Venue and meeting support costs			-
3.2.1	Hire of venue (including catering)	6,000	8,000	
3.2.2	Hire of meeting equipment (photocopiers, etc)	0	0	
3.2.3	Printing of meeting documents/report	1,000	2,000	
3.2.4	Support staff	16,000	16,500	
		23,000	26,500	
	Sponsorship			
3.3.1	Accommodation-overseas	-	-	-
3.3.2	Airfares-overseas	-	-	-
3.3.3	Allowances-overseas	-	-	-

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Ref. No	Description	2010	2011	2012
3.3.4	Sponsorship - Experts ¹	15,000	15,600	-
		15,000	15,600	-
	Support for Advisory Committee Officials			
3.4.1	Accommodation-overseas	5,000	5,200	5,500
3.4.2	Airfares-overseas	13,000	13,520	14,000
3.4.3	Allowances-overseas	2,000	2,080	2,200
		20,000	20,800	21,700
	Total Advisory Committee	148,000	157,300	21,700

APPROPRIATION 4 - AGREEMENT CONSERVATION PROGRAMME

	Translation of species assessments	6,000	2,500	3,000
2010-01				
2010-02	Review of RFMO maps	5,000		10,000
2010-03	Attendance at RFMO meetings	30,000	30,000	30,000
2010-04	Review of tracking distribution data	10,000		
2010-05	Analyse overlap of RFMO with trawl fisheries	5,000		10,000
2010-06	Estimate WAL mortality in unobserved fisheries	10,000	10,000	
2010-07	Develop observer program in Peru	10,000		
2010-08	Improve data collection from observer programs in Sth. America	15,000	15,000	15,000
	Unallocated	-	23,121	11,670
	Total Appropriation No. 4	91,000	80,621	79,670
	TOTAL AGREEMENT BUDGET	639,431	659,014	679,154

¹ Funds under these two budget lines may be allocated to support the participation of suitably qualified experts in sessions of the MoP and meetings of the AC and its WGs where such participation would help to achieve the objectives of the Agreement. Sponsored participants could be either delegates or observers. Any such experts must either be nominated by a Party, the MoP, or the AC and invited by the Secretariat. Priority should be given to experts from developing countries.

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Appendix B

Revised Scale of Contributions Formulae

1. For Parties whose scale of assessment under the United Nations Scale of Assessment for the UN Budget (currently Resolution 61/237, February 2007) is less than or equal to 0.15%, annual contributions shall be calculated on the UN Scale of Assessment.

$$Contribution1 = \frac{UN\%}{\sum UN\% ACAP} \cdot 100 \cdot ACAPBudget$$

(Equation 1)

where: UN % is the calculated UN Scale of Assessment for a Party outlined in the United Nations Scale of Assessment for payment of annual contributions to the UN Budget (currently Resolution 58/1 B, March 2004);

$\sum UN\% ACAP$ is the sum of the UN Scale of Assessment for all ACAP Parties outlined in UN Resolution 58/1 B; and

$ACAPBudget$ is the annual budget approved by the Meeting of the Parties.

2. For Parties whose scale of assessment under the United Nations Scale of Assessment for the UN Budget (Resolution 61/237, February 2007) is greater than 0.15%, annual contributions shall be calculated based on 50% GNI, and 50% GNI per capita, with no party paying more than 20% of the total ACAP Budget. It is calculated using the following equations:

$$Contribution2 = \left[\sum \left(\frac{GNI\%}{\sum GNI\% ACAP} \cdot 0.5 \right), \left(\frac{GNIpc\%}{\sum GNIpc\% ACAP} \cdot 0.5 \right) \right] \cdot (1 - \sum \% Contribution1) \\ \cdot 100 \cdot ACAPBudget$$

(Equation 2)

where: GNI % is the Gross National Income for a Party that has a Scale of Assessment under the United Nations Scale of Assessment that is greater than 0.15%;

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$\sum GNI\% ACAP$ is the sum of the Gross National Incomes for all ACAP Parties that have a Scale of Assessment under the United Nations Scale of Assessment that is greater than 0.15%;

GNIpc% is the Gross National Income per capita for a Party that has a Scale of Assessment under the United Nations Scale of Assessment that is greater than 0.15%;

$\sum GNI\% ACAP$ is the sum of the Gross National Incomes per capita for all ACAP Parties that have a Scale of Assessment under the United Nations Scale of Assessment that is greater than 0.15%; and

$\sum \% Contribution1$ is the total assessed contributions for Parties whose scale of assessment under the United Nations Scale of Assessment for the UN Budget is less than or equal to 0.15%: it is expressed as a percentage of the ACAP budget.

3. If the calculated percentage contribution for one or more parties resulting from Equation 2 exceeds 20%, the contribution for the Party/Parties is set at 20% of the annual budget, and the contribution for the residual Parties recalculated in one or more subsequent iterations of the following formula:

$$Contribution = \left[\sum \left(\frac{GNI\%}{\sum GNI\% ACAP < 20\%} \cdot 0.5 \right), \left(\frac{GNIpc\%}{\sum GNIpc\% ACAP < 20\%} \cdot 0.5 \right) \right]$$

$$\bullet \left(1 - [(0.20 \bullet Parties > 20\%) + (\sum \% Contribution1)] \right) \bullet 100 \bullet ACAPBudget$$

(Equation 3)

where: $\sum GNI\% ACAP Parties < 20\%$ is the sum of the Gross National Incomes for all ACAP Parties that have an assessed annual ACAP contribution < 20% in Equation 2;

$\sum GNIpc\% ACAP Parties < 20\%$ is the sum of the Gross National Incomes per capita for all ACAP Parties that have an assessed annual ACAP contribution < 20% in Equation 2;

$Parties > 20\%$ is the number of Parties that have an assessed contribution from Equation 2 or subsequent iterations of this equation that is >20% of the ACAP Budget.

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4. Where, as a consequence of the above calculations, a Party's contribution is less than their 2009 contributions plus 2.5%, that Party's contribution will be increased to achieve that sum. The additional amounts that result from such an amendment will then be redistributed proportionately to the other Parties to reduce the otherwise greater than 2.5% increases in their contributions, whilst still maintaining the agreed total budget amount. Where this redistribution results in one Party's contribution being reduced below their 2009 plus 2.5% level, this will be corrected and the remaining Parties contributions adjusted a second time. This process was used to obtain the 2010 scale of contributions contained in Appendix C below. The base for each Party's contribution for 2010 was then adjusted upwards for 2011 and 2012 using a coefficient of 3% to ensure subsequent years' contributions did not decrease in real terms.

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Appendix C

Contributions based on the Agreement Budget 2010 – 2012.

	2010	2011	2012
Argentina	19,156	19,731	20,323
Australia	97,223	100,140	103,144
Brazil	43,680	44,991	46,341
Chile	16,743	17,246	17,763
Ecuador	518	533	549
France	101,146	104,180	107,306
New Zealand	40,764	41,987	43,247
Norway	73,810	76,025	78,305
Peru	2,532	2,608	2,686
South Africa	21,949	22,608	23,286
Spain	99,446	102,429	105,502
United Kingdom	101,146	104,180	107,306
Uruguay	1,317	1,357	1,397
	619,431	638,014	657,154

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.7

Authority of the Secretariat to Enter into Arrangements with Relevant International Organisations

Recalling that Article X (d) of the Agreement calls upon the Secretariat to, *inter alia*, liaise with international organisations and institutions whose activities are directly or indirectly relevant to the conservation, including the protection and management, of albatrosses and petrels;

Aware that Article XI (1) of the Agreement calls upon Parties to, *inter alia*, promote the objectives of this Agreement and develop and maintain coordinated and complementary working relationships with all relevant international, regional and sub-regional bodies, including those concerned with the conservation and management of seabirds and their habitats and other marine living resources;

Further recalling that Article XI (3) authorises the Secretariat enter into arrangements, with the approval of the Meeting of Parties, with other organisations and institutions as may be appropriate;

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Decides that:

1. The Secretariat may enter into the Arrangement with the Indian Ocean Tuna Commission as set out in Annex A.
2. The template set out in Annex B to this resolution will be used in respect of any future arrangements that the Secretariat may negotiate with organisations and institutions relevant to the conservation of species listed in Annex 1 to the Agreement, including the Latin American Organization for Fisheries Development. The Secretariat will seek the approval of Parties before it commences formal negotiations with an organisation or institution.
3. Any substantive derogation from the template that is more than merely editorial must be approved by the Parties.

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4. Any proposal by the Secretariat to renew, amend or terminate an existing Arrangement will only be made following consultation with the Parties. Any proposed amendment of a substantive nature must be approved by the Parties.

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Annex A

Proposed Arrangement between the ACAP Secretariat and the Indian Ocean Tuna Commission

THE INDIAN OCEAN TUNA COMMISSION

and

THE SECRETARIAT FOR THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

The Indian Ocean Tuna Commission (hereafter IOTC) and the Secretariat for the Agreement on the Conservation of Albatrosses and Petrels;

ACKNOWLEDGING that The Agreement on the Conservation of Albatrosses and Petrels (hereafter ACAP), developed under the auspices of the Convention on the Conservation of Migratory Species of Wild Animals, is a multilateral agreement which seeks to achieve and maintain a favourable conservation status for albatrosses and petrels by coordinating international activity to mitigate known threats to albatross and petrel populations.

NOTING that Article X(d) of ACAP authorises the ACAP Secretariat to liaise with non-Party Range States and regional economic integration organisations and to facilitate coordination between Parties and non-Party Range States, and international and national organisations and institutions whose activities are directly or indirectly relevant to the conservation, including the protection and management, of albatrosses and petrels;

NOTING FURTHER that Article XI of ACAP empowers the ACAP Secretariat to consult and cooperate, where appropriate, with the secretariats of other relevant conventions and international instruments in respect of matters of common interest and to enter into arrangements, with the approval of the Meeting of Parties (MoP), with other organisations and institutions as may be appropriate and to consult and cooperate with such organisations and institutions in exchanging information and data;

NOTING that Article XV of the IOTC Agreement calls upon the IOTC to cooperate with other organizations active in fisheries, especially tuna fisheries.

ACKNOWLEDGING that the objective of the IOTC is to ensure, through effective management, the long-term conservation and sustainable use of the stocks of tuna and tuna-like species in the Indian Ocean;

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CONSCIOUS that a few Members of the IOTC are also Parties to ACAP;

RECOGNISING that the achievement of the objectives of the IOTC and ACAP will benefit from cooperation, with a view to strengthening the conservation measures adopted in respect of albatrosses and petrels;

DESIRING to put into place arrangements and procedures to promote cooperation in order to enhance the conservation of albatrosses and petrels;

NOW THEREFORE the IOTC and the ACAP Secretariat record the following understandings:

1. OBJECTIVE OF THIS ARRANGEMENT

The objective of this Arrangement is to facilitate cooperation between the IOTC and the ACAP Secretariat (both sides) with a view to supporting efforts to minimise the incidental by-catch of albatrosses and petrels listed in Annex 1 of the Agreement on the Conservation of Albatrosses and Petrels within the IOTC Area.

2. AREAS OF COOPERATION

Both sides may establish and maintain consultation, co-operation and collaboration in respect of matters of common interest to both organisations for the:

- a) development of systems for collecting and analysing data, and exchanging information concerning the incidental by-catch of seabirds in the IOTC Area;
- b) exchange of information regarding management approaches relevant to the conservation of albatrosses and petrels;
- c) implementation of education and awareness programmes for fishers who operate in areas where albatrosses and petrels may be encountered;
- d) design, testing and implementation of seabird by-catch mitigation measures relevant to fishing operations in the IOTC Area;
- e) development of training programmes on conservation techniques and measures to mitigate threats affecting albatrosses and petrels; and
- f) exchange of expertise, techniques and knowledge relevant to the conservation of albatrosses and petrels in the IOTC Area and
- g) reciprocal participation with observer status at the relevant meetings of each organisation.

3. MODIFICATION

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This Arrangement may be modified at any time by the mutual written consent of both sides.

4. LEGAL STATUS

The both sides acknowledge that this Arrangement is not legally binding between them.

5. OTHERS

This arrangement will continue to operate for 5 years. At that stage the both sides will review the operation of the Arrangement and decide whether it will be renewed or modified.

(a) Either side may terminate this Arrangement by giving six months prior written notice to the other side.

(b) This arrangement will commence of the day of signature.

SIGNATURE

Signed at. this day of 2009

Signed at Hobart, this day of 2009

Chairperson IOTC
Secretariat

Executive Secretary, ACAP

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ANNEX B

MEMORANDUM OF UNDERSTANDING
between
THE [SECRETARIAT OF ORGANISATION]
and
THE SECRETARIAT FOR THE AGREEMENT ON THE CONSERVATION
OF ALBATROSSES AND PETRELS

The [Secretariat of Organisation] (hereafter [Organisation]) and the Secretariat for the Agreement on the Conservation of Albatrosses and Petrels (hereafter the ACAP Secretariat);

ACKNOWLEDGING that the *Agreement on the Conservation of Albatrosses and Petrels* (hereafter ACAP), developed under the auspices of the *Convention on the Conservation of Migratory Species of Wild Animals*, is a multilateral agreement which seeks to achieve and maintain a favourable conservation status for albatrosses and petrels by coordinating international activity to mitigate known threats to albatross and petrel populations;

NOTING that Article X(d) of ACAP authorises the ACAP Secretariat to liaise with non-Party Range States and regional economic integration organisations and to facilitate coordination between Parties and non-Party Range States, and international and national organisations and institutions whose activities are directly or indirectly relevant to the conservation, including the protection and management, of albatrosses and petrels;

NOTING FURTHER that Article XI of ACAP authorises the ACAP Secretariat to consult and cooperate, where appropriate, with the secretariats of other relevant conventions and international instruments in respect of matters of common interest, and to enter into arrangements, with the approval of the Meeting of Parties, with other organisations and institutions as may be appropriate, and to consult and cooperate with such organisations and institutions in exchanging information and data;

ACKNOWLEDGING that the objective of [Organisation] is [...];

ACKNOWLEDGING FURTHER that [Organisation] [...];

CONSCIOUS that some members of [Organisation] are Parties to ACAP;

NOTING that Article [??] of the [Convention] calls upon the [Secretariat of Organisation] to make suitable arrangements for consultation, cooperation and collaboration with other relevant organisations;

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RECOGNISING that the achievement of the objectives of [Organisation] and ACAP will benefit from cooperation, with a view to strengthening the conservation measures adopted in respect of albatrosses and petrels;

DESIRING to put into place arrangements and procedures to promote cooperation in order to enhance the conservation of albatrosses and petrels;

JOINTLY DECIDE as follows:

1. OBJECTIVE OF THIS MEMORANDUM

The objective of this Memorandum of Understanding ('MoU') is to facilitate cooperation between the [Secretariat of Organisation] and the ACAP Secretariat ("the Participants") with a view to supporting efforts to minimise the incidental by-catch of albatrosses and petrels listed in Annex 1 of ACAP within [Organisation's] Convention Area.

2. AREAS OF COOPERATION

The [Secretariat of Organisation] and the ACAP Secretariat may consult, cooperate and collaborate with each other on areas of common interest that are directly or indirectly relevant to the conservation, including the protection and management, of albatrosses and petrels, including:

- a) development of systems for collecting and analysing data, and exchanging information concerning the bycatch of albatrosses and petrels in [Organisation's] Convention Area;
- b) exchange of information regarding management approaches relevant to the conservation of albatrosses and petrels;
- c) implementation of education and awareness programmes for fishers who operate in areas where albatrosses and petrels may be encountered;
- d) design, testing and implementation of albatross and petrel bycatch mitigation measures relevant to fishing operations in [Organisation's] Convention Area;
- e) development of training programmes on conservation techniques and measures to mitigate threats affecting albatrosses and petrels; and
- f) exchange of expertise, techniques and knowledge relevant to the conservation of albatrosses and petrels in [Organisation's] Convention Area and
- g) reciprocal participation with observer status at the relevant meetings of ACAP and [Organisation].

3. REVIEW AND AMENDMENT

This MoU may be reviewed or amended at any time by the mutual written consent of both Participants.

4. LEGAL STATUS

The Participants acknowledge that this MoU is not legally binding between them.

5. COMING INTO EFFECT AND TERMINATION

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(a) This MoU will remain in effect for 6 years. At that stage the Participants will review the operation of the MoU and decide whether it will be renewed or amended.

(b) Either Participant may terminate this MoU by giving six months written notice to the other Participant.

(c) This MoU will come into effect on signature.

SIGNATURE

Signed atthisday of 20

[Chair / Executive Secretary]
[Organisation]

Executive Secretary
ACAP Secretariat

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 3.8

Amendment to the Rules of Procedure

Recalling that, in accordance with Article VIII(11)(a) of the Agreement, the first Session of the Meeting of the Parties adopted its rules of procedure, contained in Annex 4 of the report of that Session;

Further recalling that Article VIII(13)(a) provides that the Meeting of the Parties may amend the Rules of Procedure at any session;

Aware that the Rules of Procedure were amended at the second Session of the Meeting of the Parties, contained in Annex 10 of the report of that Session;

Noting the valuable input provided by information documents and the importance of ensuring that, where commissioned by the Advisory Committee or the Meeting of the Parties, such documents are translated into the official languages of the Agreement:

The Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels

Agrees:

1. to adopt the attached Rules of Procedure in Appendix A.

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APPENDIX A RULES OF PROCEDURE FOR THE MEETING OF THE PARTIES TO THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Part I

ADMINISTRATION

Rule 1 – Purpose

(1) Unless otherwise stated, these rules of procedure shall apply to any Session of the Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels, convened in accordance with Article VIII of the Agreement.

(2) Unless specified to the contrary in a relevant instrument, these rules shall apply *mutatis mutandis* to any other meeting held within the framework of the Agreement on the Conservation of Albatrosses and Petrels, except for the Advisory Committee, which has established its own rules of procedure.

(3) Where any inconsistency between these Rules and the Agreement arises, the Agreement shall prevail.

Rule 2 – Date and Place of Sessions

(1) Ordinary Sessions of the Meeting of the Parties shall be at intervals of not more than three years, unless the Meeting of the Parties decides otherwise.

(2) In accordance with Article VIII (9) and (12)(g), each ordinary Session of the Meeting of the Parties shall decide on the time and venue of the next Session by consensus, or if consensus cannot be achieved, by a two-thirds majority of the Parties present and voting. Such a vote shall take place by a secret ballot.

(3) Any extraordinary Session of the Meeting of the Parties shall be convened not more than 90 days after the date at which the request is made to the Secretariat. The Secretariat shall notify Parties of the date, location and duration of the Session not more than 30 days after such a request.

Rule 3 – Representation

(1) A Party to the Agreement (hereafter referred to as a "Party") shall be entitled to be represented at the Session by a delegation consisting of a Representative and such other accredited Alternative Representatives and Advisers as the Party may deem necessary.

(2) Subject to the provisions of Rule 20 paragraph 2, the Representative of a Party shall exercise the voting rights of that Party. In the Representative's absence, an Alternative Representative of that Party shall act in the Representative's place over the full range of functions.

Rule 4 – Observers

(1) All signatories to the Agreement, other States which are not Parties, any member economy of the Asia Pacific Economic Co-operation Forum in respect of Article VIII, paragraph 15 of the Agreement, the United Nations, any specialised agency of the United Nations, any regional economic integration organisation, any Secretariat of a relevant international convention, particularly regional fisheries management organisations, may send observers to the Sessions of the Meeting of the Parties, who shall have the right to participate but not vote.

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(2) Any international scientific, environmental, cultural or technical body concerned with the conservation and management of marine living resources or the conservation of albatrosses and petrels may request admittance to Sessions of the Meeting of the Parties and its subsidiary bodies. Such participation may include submitting documents to the Secretariat for distribution to the Parties as information documents and addressing the Sessions of the Meeting of the Parties.

(3) Written applications for attendance from such international bodies (described in paragraph 2) should be received by the Secretariat at least 90 days before the relevant Session, and circulated forthwith by the Secretariat to Parties. Parties shall inform the Secretariat of their acceptance or rejection of all applications no less than 60 days before the Session. An applicant shall be permitted to attend as a non-voting observer unless one third of the Parties object to their application.

(4) Any other scientific, environmental, cultural or technical body concerned with the conservation and management of marine living resources or the conservation of albatrosses and petrels may request admittance to Sessions of the Meeting of the Parties and its subsidiary bodies. Such participation may include submitting documents to the Secretariat for distribution to the Parties as information documents and addressing the Sessions of the Meeting of the Parties.

(5) Written applications for attendance from such other bodies (described in para 4) should be received by the Secretariat at least 60 days before the relevant Session, and circulated forthwith by the Secretariat to Parties. Parties shall inform the Secretariat of their acceptance or rejection of all applications no less than 30 days before the Session. An applicant shall be permitted to attend as a non-voting observer provided no objection is received.

(6) Prior to the Session, the names of Representatives of observers shall be submitted to the Secretariat by the State, agency, organisation or body invited to attend.

(7) In relation to Article XI of the Agreement, the Secretariat shall be bound by the above procedures.

Rule 5 – Credentials

(1) The Representative and any Alternative Representative of a Party shall have been granted powers by, or on behalf of, the Head of State, the Head of Government or the Minister of Foreign Affairs, the head of a relevant government department or the head of an executive body of any regional economic organisation, enabling them to represent the Party at the Session and to vote.

(2) Such credentials shall be submitted to the Secretariat no later than 24 hours after the Session commences. Any later change in the composition of the delegation affecting voting rights shall also be contingent on submission of revised credentials to the Secretariat.

(3) A Credentials Committee of three Representatives of Parties shall examine the credentials and shall report thereon to the Session. Pending a decision by the Parties on their credentials, Representatives may participate in the Session.

(4) If credentials are submitted in a language other than one of the working languages of the Session, they shall be accompanied by a suitable translation into one of these languages to permit efficient validations of the credentials by the Credentials Committee.

Part II

LANGUAGES, DOCUMENTS AND RECORDS

Rule 6 – Official and Working Languages

(1) English, French and Spanish shall be the official and working languages of the Sessions.

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(2) Speeches made in any of the working languages shall be interpreted into the other working languages.

(3) The official documents of the Sessions shall be distributed in the working languages. Information papers will not normally be translated, with the exception of information papers commissioned by either the Advisory Committee or the Meeting of the Parties.

Rule 7 – Other Languages

(1) A speech may be made in a language other than a working language if the speaker provides for interpretation into a working language. Interpretation by the Secretariat into the other working languages may be based upon the first interpretation.

(2) Any document submitted to the Secretariat in any language other than a working language shall be accompanied by an accurate translation into one of the working languages.

Rule 8 – Documents

(1) The documents for each ordinary Session of the Meeting of the Parties, and proposals received from the Parties, subject to Rule 18 of the Rules of Procedure, shall be distributed to the Parties in the working languages by the Secretariat at least 60 days before the opening of the Session.

(2) At the discretion of the Chairperson, and only under exceptional circumstances, documents may be accepted after this deadline but shall be submitted by the Party in all working languages.

(3) Wherever practicable, documents shall be circulated electronically.

Rule 9 – Records

(1) Summary records of the Sessions of the Meeting of the Parties shall be circulated to all Parties in the official languages of the Session within 60 days.

(2) Committees and working groups shall decide upon the form in which their records shall be prepared.

(3) Sound recordings of the Sessions of the Meetings of the Parties, and whenever possible its subsidiary bodies, shall be kept by the Secretariat. Such recordings shall be kept by the Secretariat for the purposes of verification and shall not be retained beyond the end of the next Session. Access to recordings shall be limited to the Secretariat and the Representatives of those delegations present at the Session, and shall be subject to a written request.

PART III

OFFICERS

Rule 10 – Secretariat

(1) The Head of the Agreement Secretariat (the Executive Secretary) shall be the Secretary at the Sessions of the Meeting of the Parties.

(2) At such Sessions, the Executive Secretary shall provide and direct the staff of the Secretariat as required by the Meeting of the Parties.

Rule 11 – Responsibilities of Secretariat

(1) In addition to the functions specified in Article X of the Agreement, the Secretariat shall:

- a) arrange for interpretation at the Sessions of the Meeting of the Parties;
- b) prepare, receive, translate, reproduce and distribute the documents of the Meeting of the Parties;
- c) draft the report of the Session, for consideration by the Meeting of the Parties;

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- d) arrange for the custody and preservation of the documents of the Meeting of the Parties; and
- e) perform such other duties as the Meeting of the Parties may require.

Rule 12 – Chairpersons

- (1) This Rule applies at all times, including between Sessions of the Meeting of the Parties.
- (2) At the beginning of each ordinary Session, the Meeting of the Parties shall elect a Chairperson from among the Representatives of the Parties. The Chairperson of the Advisory Committee shall serve as Vice-Chairperson of the Meeting of the Parties, and shall fulfil the role of the Chairperson should the Chairperson not be available. The term of office of the Chairperson shall commence straight away.
- (3) The Chairperson shall remain in office until a new Chairperson is elected.

Rule 13 – Presiding Officer

- (1) The Chairperson shall preside at all Sessions of the Meeting of the Parties.
- (2) If the Chairperson is absent or is unable to discharge the duties of Presiding Officer, the Vice-Chairperson shall deputise.
- (3) In the absence of both the Chairperson and the Vice-Chairperson, a Representative of the Party providing the Chairperson shall deputise in their temporary absence.
- (4) The Presiding Officer shall not vote but may designate an Alternative Representative from their delegation.
- (5) The terms of the Chairperson shall be limited to a maximum of two ordinary Sessions.

PART IV

AGENDA, COMMITTEES AND WORKING GROUPS

Rule 14 – Agenda

- (1) The Secretariat shall prepare the provisional agenda for each Session, in consultation with the Chairperson of the Meeting of the Parties and the Chairperson of the Advisory Committee.
- (2) The provisional agenda of each ordinary Session of the Meeting of the Parties shall include, as appropriate:
 - a) items arising from the articles or the Annexes of the Agreement;
 - b) items, the inclusion of which has been decided at a previous Session or which emanate from decisions taken at a previous Session;
 - c) items referred to in paragraph 6 of this Rule; and
 - d) any item proposed by a Party, the Advisory Committee or the Secretariat. Requests for additional items shall be made in writing, giving the rationale for the request.
- (3) The Secretariat shall, in consultation with the Chairperson of the Meeting of the Parties and the Chairperson of the Advisory Committee, include any item that has been proposed by a Party and has been received by the Secretariat after the provisional agenda has been produced, but before the opening of the Session, in a supplementary provisional agenda.
- (4) The Meeting of the Parties shall examine the provisional agenda together with any supplementary provisional agenda. When adopting the agenda, it may add, delete, defer or amend items. Only items which are considered by the Meeting of the Parties to be urgent and important may be added to the agenda at this stage.
- (5) The provisional Agenda for an extraordinary Session of the Meeting of the Parties shall consist only of those items proposed for consideration in the request for this

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Session. The provisional agenda and any necessary supporting documents shall be distributed to the Parties at the same time as the invitation to the extraordinary Session, at least 60 days before the Session.

(6) Any item of the agenda of an extraordinary Session of the Meeting of the Parties, consideration of which has not been completed at the Session, shall be included automatically in the agenda of the next Session, unless otherwise decided by the Meeting of the Parties.

Rule 15 – Establishment of Committees and Working Groups

(1) The Meeting of the Parties may establish such committees and working groups as may be necessary for it to carry out its functions. The Meeting of the Parties shall define the terms of reference and composition of each committee and working group. The Meeting of the Parties may decide that any such committee and working group may meet in the period between ordinary Sessions.

(2) Each committee and working group shall elect its own officers.

PART V

RULES OF ORDER AND DEBATE

Rule 16 – Powers of Presiding Officer

(1) In addition to exercising powers conferred elsewhere in these Rules, the Presiding Officer shall at each Session of the Meeting of the Parties:

- (a) open and close the Session;
- (b) direct the discussions;
- (c) ensure the observance of these Rules;
- (d) accord the right to speak;
- (e) put questions to the vote and announce decisions;
- (f) rule on points of order; and
- (g) subject to these Rules, have complete control of the proceedings of the Session and the maintenance of order.

(2) The Presiding Officer may, in the course of discussion at each Session of the Meeting of the Parties, propose to the Session:

- (a) time limits for speakers;
- (b) limitation of the number of times the members of a delegation or an observer may speak on any question;
- (c) the closure of the list of speakers;
- (d) the adjournment or the closure of the debate on the particular subject or question under discussion; and
- (e) the suspension or adjournment of the Session.

(3) The Presiding Officer shall exercise their powers of office in accordance with customary practice and, in the exercise of that office, remain under the authority of the Meeting of the Parties.

Rule 17 – Seating, Quorum

(1) Delegations shall be seated in accordance with the alphabetical order of the names of the Parties in the language of the meeting host.

(2) No Session of the Meeting of the Parties shall take place in the absence of a quorum. A quorum for Sessions of the Meeting of the Parties shall consist of four Parties or one-half of the Parties having delegations at the Session, whichever is the greater.

Rule 18 – Submission of Proposals for Amendment of the Agreement and its Appendices

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(1) In accordance with Article XII of the Agreement:

a) proposed amendments shall be communicated to the Secretariat at least 150 days before the opening of a Session of the Meeting of the Parties, which shall transmit them forthwith to all Parties in the working languages of the Session;

b) any comments on a proposed amendment by the Parties shall be communicated to the Secretariat no less than 60 days before the opening of the Session. The Secretariat shall, as soon as possible after the last day for submission of comments, communicate to the Parties all comments submitted by that day.

(2) In exceptional circumstances, the Presiding Officer may also permit the discussion and consideration of proposals arising after the period prescribed in subparagraph 1b) of Rule 18 provided that they relate to proposed amendments which have been circulated in accordance with paragraph 1a) of Rule 18 and that their consideration will not unduly inhibit the proceedings of the Session. The Presiding Officer may also permit the discussion of motions as to procedures, even though such motions have not been circulated previously.

(3) After a proposal has been adopted or rejected by the Meeting of the Parties in accordance with Article XII of the Agreement, it shall not be reconsidered unless a two-thirds majority of the Parties participating in the Session so decides.

Rule 19 – Procedural Motions

(1) During the discussion of any matter, a Representative may rise to a point of order, and the Presiding Officer, in accordance with these Rules, shall immediately decide the point of order. A Representative may appeal against any ruling of the Presiding Officer. The appeal shall immediately be put to the vote, and the Presiding Officer's ruling shall stand unless a simple majority of the Parties present and voting otherwise decides. A Representative rising to a point of order may not speak on the substance of the matter under discussion.

(2) Any motion calling for a decision on the competence of the Meeting of the Parties to discuss any matter or adopt a proposal or an amendment to a proposal submitted to it shall be put to the vote before the matter is discussed or a vote is taken on the proposal or amendment in question.

(3) In cases where the votes are equal, a second vote shall be taken. If the second vote is also equal, the motion, or amendment shall not be carried.

(4) The following motions shall have precedence in the following order over all other proposals or motions before the Session:

(a) to suspend the Session;

(b) to adjourn the Session;

(c) to consider a motion in accordance with Rule 19(2) above;

(d) to adjourn the debate on the particular subject or question under discussion; and

(e) to close the debate on the particular subject or question under discussion.

Part VI

VOTING

Rule 20 – Voting

(1) Without prejudice to the provisions of Rule 3, paragraph 2, each accredited Party shall have one vote.

(2) Parties which are more than one year behind in paying their budget contributions on the date of the opening of any Session of the Meeting of the Parties shall not be eligible to vote at that Session. However, the Meeting of the Parties may allow such Parties to continue to exercise their right to vote if it is satisfied that the delay in payment arises

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from exceptional and unavoidable circumstances. The Meeting of the Parties shall receive advice in this regard from the Secretariat.

(3) The Meeting of the Parties shall normally vote by a roll-call vote. The first voter shall be drawn by lot; voting will then proceed as determined by the alphabetical order set forth in Rule 17(1). A Party may request voting to be conducted by secret ballot. Such a request shall require support from at least one-third of Parties present and voting.

(4) Voting by roll-call shall be expressed by "Yes", "No" or "Abstain". Only affirmative and negative votes shall be counted in calculating the number of votes cast.

(5) The Presiding Officer shall be responsible for the counting of the votes and shall announce the result. Tellers appointed by the Secretariat may assist the Presiding Officer.

(6) After the Presiding Officer has announced the beginning of the vote, it shall not be interrupted except by a Representative on a point of order in connection with the actual conduct of the voting. The Presiding Officer may permit Representatives to explain their votes either before or after the voting, and may limit the time to be allowed for such explanations.

Rule 21 – Taking of Decisions

(1) The Chairperson shall put to the Parties, all questions, proposals and actions requiring decisions. In accordance with Article VIII (9), unless provided otherwise in the Agreement or in Rules 4(5), 19, 20, 21, 22, 23, 24, 25 and 26, decisions of Parties shall be adopted by consensus or, if consensus cannot be achieved, by a two-thirds majority of the Parties present and voting.

(2) In accordance with Article VIII(11)(a), (11)(b), (12)(d) and (15), decisions about rules of procedure, financial matters, and provisions for the relationship to the Agreement by any member economy of the Asia Pacific Economic Co-operation forum whose vessels fish within the range of albatrosses and petrels, shall be adopted by consensus.

Rule 22 – Procedure for Voting on Motions and Amendments

(1) A Representative may move that parts of a proposal or of an amendment be voted on separately. If objection is made to the request for such division, the motion for division shall be voted upon first. Permission to speak on the motion for division shall be accorded only to a Representative from each of two Parties wishing to speak in favour of and a Representative from each of two Parties wishing to speak against the motion. If the motion for division is carried, those parts of the proposal or amendment, which are subsequently approved, shall be put to the vote as a whole. If all operative parts of the proposal or the amendment have been rejected, the proposal or the amendment shall be considered to have been rejected as a whole.

(2) When an amendment is moved to a proposal, the amendment shall be voted on first. When two or more amendments are moved to a proposal, the Meeting of the Parties shall vote first on the amendment furthest removed in substance from the original proposal and then on the amendment next furthest removed, and so on until all amendments have been put to the vote. When, however, the adoption of one amendment necessarily implies the rejection of another amendment, the latter amendment shall not be put to the vote. If one or more amendments are adopted, the amended proposal shall then be voted upon. A motion is considered an amendment to a proposal if it merely adds to, deletes or revises part of that proposal.

(3) If two or more proposals relate to the same question, the Meeting of the Parties shall, unless it decides otherwise, vote on the proposals in the order in which they have been submitted. The Meeting of the Parties may, after voting on a proposal, decide whether to vote on the next proposal.

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Rule 23 – Elections

(1) Elections to office shall be by secret ballot. If, when one person or one delegation is to be elected to a position, no candidate obtains the required majority in the first ballot, a second ballot shall be taken between the two candidates obtaining the largest number of votes. If in the second ballot the votes are equally divided, the Presiding Officer shall decide between the candidates by drawing lots.

(2) If in the first ballot there is a tie amongst candidates obtaining the second largest number of votes, a special ballot shall be held amongst them to reduce the number of candidates to two.

(3) In the case of a tie amongst three or more candidates obtaining the largest number of votes in the first ballot, a special ballot shall be held amongst them to reduce the number of candidates to two. If a tie then results amongst two or more candidates, the Presiding Officer shall reduce the number to two by drawing lots, and a further ballot shall be held in accordance with paragraph 1 of this Rule.

Rule 24 – Intersessional Voting

(1) This Rule applies between Sessions of the Meeting of the Parties.

(2) Where, in the view of any Party, the Executive Secretary or the Chair of the Advisory Committee there are exceptional circumstances that require a decision to be taken in advance of the next ordinary Session of the Meeting of the Parties, any one of them may submit a proposal for such a decision to the Executive Secretary. This proposal for decision may be submitted electronically. Within 7 days, the Executive Secretary shall communicate the proposal to all Parties, together with any additional information that may assist Parties.

(3) Parties shall respond to the Secretariat's communication as soon as possible, but within 45 days of the date of distribution of the proposal, indicating whether they wish to support it, reject it, abstain on it, require additional time to consider it, or whether they consider it is not necessary for the vote to be taken during the period between Sessions of the Meeting of the Parties.

(4) If more than two-thirds of Parties consider it is not necessary for the vote to be taken during the period between Sessions, the Secretariat shall inform all Parties and shall include the proposal on the agenda of the next Session.

(5) Notwithstanding Rule 20, the adoption of any decision between Sessions of the Meeting of the Parties shall be by consensus. For the purposes of this Rule, consensus shall mean that all the responses received by the Secretariat within the time frame specified in paragraph 1 of this Rule either support the decision or abstain. The result shall be promptly communicated by the Secretariat to all Parties. If consensus is not obtained, the matter will be placed on the agenda of the next Session of the Meeting of the Parties.

(6) In so far as they are applicable, these Rules of Procedure shall apply *mutatis mutandis* to any intersessional voting held within the framework of the Agreement on the Conservation of Albatrosses and Petrels.

Part VII

PUBLICITY OF DEBATES

Rule 25 – Public Access

(1) All parts of a Session of the Meeting of the Parties held in plenary shall be open to the public unless two-thirds of the Parties present and voting at the Session decide otherwise.

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(2) All committees and working groups shall, in the absence of separate rules for those bodies, be open to the public unless two-thirds of the Parties present and voting at the Session decide otherwise.

Part VIII

AMENDMENT

Rule 26 – Amendment

As provided in Article VIII(13)(a), these rules may be amended by the Meeting of the Parties.

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AGENDA
THIRD SESSION OF THE MEETING OF THE PARTIES TO ACAP

<p>1. Official Opening</p> <p>1.1 Official Opening and Opening Statements</p>
<p>2. Procedural Issues</p> <p>2.1 Adoption of Agenda</p> <p>2.2 Establishment of Credentials Committee</p>
<p>3. Reports</p> <p>3.1 Report of Credentials Committee</p> <p>3.2 Report of the Depository</p> <p>3.3 Reports of Observers</p>
<p>4. Operation of the Secretariat</p> <p>4.1 Report of the Secretariat</p> <p>4.2 Secretariat Work Programme 2010-12</p> <p>4.3 Review of the Effectiveness of the Secretariat</p> <p>4.4 Amendments to the Staff Regulations</p>
<p>5. Operation of the Meeting of the Parties</p> <p>5.1 Proposed Amendments to the MoP Rules of Procedure</p> <p>5.2 Timing of Meetings</p>
<p>6. Operation of the Advisory Committee</p> <p>6.1 Report of the Advisory Committee</p> <p>6.2 Advisory Committee Work Programme 2010-2012</p> <p>6.3 Operation of Funding Process for the Advisory Committee Work Programme</p>
<p>7. Operation of the Agreement</p> <p>7.1 Report on Implementation of the Agreement</p> <p>7.2 Amendment to Reporting Format for the Report on the Implementation of the Agreement</p> <p>7.3 Proposed Amendment to Annex 1 - listing of three North Pacific species of Albatrosses</p> <p>7.4 Identification of Priority Actions for Conservation Measures</p> <p>7.5 Proposed Indicators to Measure the Success of the Agreement</p> <p>7.6 Capacity Building</p> <p>7.7 Development of Arrangements with Other International Organisations</p>

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7.8	Financial and Auditor's Reports
7.9	Agreement Budget 2010-2012
7.10	Scale of Contributions
7.11	Amendments to Financial Regulations
8.	Provisional Date and Venue of the Fourth Meeting
9.	Other Business
9.1	Issues arising from the appointment of the Executive Secretary
9.2	Documentation for Meetings
9.3	Media Release
10.	Closing Remarks
11.	Adoption of MoP3 Report
12.	Close of Meeting

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ANNEX 11

LIST OF DOCUMENTS

THIRD SESSION OF THE MEETING OF THE PARTIES TO ACAP

Doc No	Title	Agenda Item	Author
Doc 1 Rev 3	Agenda	2.1	Secretariat
Doc 2	Annotated Agenda	2.1	Secretariat
Doc 3 Rev 4	Meeting Schedule	2	Secretariat
Doc 4 Rev 6	List of Meeting Documents		Secretariat
Doc 5	List of Meeting Participants		Secretariat
Doc 6	Amendments to Rules of Procedure	5.1	Secretariat
Doc 7	Report of the Depository	3.2	Australia
Doc 8	Report of the Secretariat	4.1	Secretariat
Doc 9	NOT SUBMITTED		
Doc 10	2008 Financial Report and Auditor's Report	7.8	Secretariat
Doc 11 – Rev 1	Report on Implementation of the Agreement	7.1	Advisory Committee
Doc 12	Report of the Advisory Committee	6.1	Advisory Committee
Doc 13 Rev 3	Procedure for Allocation of Funds to the Advisory Committee Work Programme	6.3	Advisory Committee
Doc 14	Amendments to the Staff Regulations	4.4	Secretariat
Doc 15	Amendments to Financial Regulations	7.11	Secretariat
Doc 16	Secretariat Work Programme 2010-2012	4.2	Secretariat
Doc 17	Review of Effectiveness of Secretariat	4.3	Secretariat
Doc 18	Capacity Building	7.6	Advisory Committee
Doc 19	Development of Arrangements with International Organisations	7.7	Secretariat
Doc 20	Identification of Priority Conservation Actions	7.4	New Zealand
Doc 21	NOT SUBMITTED		
Doc 22	Timing of Meetings	5.2	Secretariat
Doc 23	Advisory Committee Work Programme 2010-2012	6.2	Advisory Committee
Doc 24 Rev 1	Agreement Budget 2010-2012	7.9	Secretariat
Doc 25 Rev 1	Scale of Contributions	7.10	Secretariat
Doc 26	Proposed Amendment to Annex 1	7.3	United Kingdom,

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Doc No	Title	Agenda Item	Author
			Australia, South Africa
Doc 27	Proposed Indicators to Measure the Success of ACAP	7.5	United Kingdom
Doc 28	Amendment to Reporting Format for the Report on the Implementation of the Agreement	7.2	Australia, UK
	INFORMATION PAPERS		
Inf 1	Progress Report on Bycatch Data Collection		Advisory Committee
Inf 2	Update on Red List Index as an Indicator to Measure the Success of the Agreement	7.5	BirdLife International
Inf 3	Report on FAO Expert Consultation		BirdLife International
Inf 4	Listing of New Species	7.3	South Africa
Inf 5	BZN – Case 3449	7.3	United Kingdom
Inf 6	Laysan Albatross – Species Information	7.3	USA
Inf 7	Short-tailed Albatross– Species Information	7.3	USA
Inf 8	Black-footed Albatross – Species Information	7.3	USA
Inf 9	Approaches to Capacity Building Taken by the Southern Seabird Solutions Trust	7.6	Southern Seabird Solutions
Inf 10	Southern Seabird Solutions Trust - 2009 International Work Programme	3.3	Southern Seabird Solutions

Statement by Argentina

“The Argentine Ministry of Foreign Affairs and Worship –Division of the Malvinas and the South Atlantic- presents its compliments to the Embassy of Australia to the Argentine Republic and makes reference to the report submitted by the Australian Government to the Third Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels (ACAP), as depositary of the said instrument.

In the said document, it is stated that the Foreign and Commonwealth Office of the United Kingdom of Great Britain and Northern Ireland deposited a statement, by Diplomatic Note, "regarding the extension of ACAP to the Falkland Islands, the South Georgia and Sandwich Islands and the British Antarctic Territory on 12 February 2007."

The Argentine Ministry of Foreign Affairs and Worship –Division of the Malvinas and the South Atlantic- reminds the Embassy of Australia to the Argentine Republic that, during the Third Meeting of the ACAP Advisory Committee (Valdivia, Chile, 19 to 22 June 2007), the Argentine Republic rejected the British note of 12 February 2007, in the following terms:

"The ARGENTINE REPUBLIC reaffirms its sovereignty over the Malvinas, South Georgias and the South Sandwich Islands and the surrounding maritime areas, which are an integral part of its national territory, and recalls the adoption by the United Nations General Assembly, of Resolutions (XX), 3160 (XXVIII), 31/49, 37/9, 38/12, 39/6, 40/21, 41/40, 42/19 y 43/25, acknowledging the existence of the sovereignty dispute and urging the Governments of the ARGENTINE REPUBLIC and the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND to initiate negotiations with a view to finding the means to resolve peacefully and definitively the pending problems between both countries, including all aspects on the future of the Malvinas Islands, in accordance with the Charter of the United Nations."

"Irrespective of the provisions of Article IV of the Antarctic Treaty, the ARGENTINE REPUBLIC reaffirms its legitimate sovereignty rights over the Argentine Antarctic Sector, which is an integral part of its national territory."

In light of the above, the Argentine Ministry of Foreign Affairs and Worship – Division of the Malvinas and the South Atlantic- requests the Embassy of Australia to the Argentine Republic that in the framework of the tasks entrusted to it as depositary of the ACAP, Australia reflect the reservation duly made by the Argentine Republic preserving its legitimate sovereignty rights over the Malvinas, South Georgias and the South Sandwich Islands and the surrounding maritime

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areas, as contained in the final report of the Third Meeting of the Advisory Committee and as further stated in the present note.

Besides, the Argentine Ministry of Foreign Affairs and Worship –Division of the Malvinas and the South Atlantic- requests the Embassy of Australia to the Argentine Republic that whenever reference is made to the Malvinas, South Georgias and the South Sandwich Islands, the Australian Government use the double nomenclature established in the UN Editorial Directive ST/CS/SER.A/42 dated 3 August 1999 and Resolution 2.9 adopted by the Second Meeting of the Parties to the ACAP and that, in accordance with the latter, a footnote be inserted in clear reference to the fact that "a dispute exists between the Government of Argentina and the Government of the United Kingdom of Great Britain and Northern Ireland with regard to sovereignty over the Falkland (Islas Malvinas), South Georgias (Islas Georgias del Sur) and South Sandwich Islands (Islas Sandwich del Sur), and the surrounding maritime areas".

The Argentine Ministry of Foreign Affairs and Worship –Division of the Malvinas and the South Atlantic- takes the present opportunity to renew to the Embassy of Australia to the Argentine Republic the assurances of its highest consideration."

Buenos Aires, 23 April 2009.

Statement by the United Kingdom of Great Britain and Northern Island

The United Kingdom has no doubt about its sovereignty over the Falkland Islands, South Georgia and South Sandwich Islands and the surrounding maritime areas.

The principle of self-determination, enshrined in the UN Charter, underlies our position on the sovereignty of the Falkland Islands. There can be no negotiations on the sovereignty of the Falkland Islands unless and until such time as the Falkland Islanders so wish.

The United Kingdom also has no doubt about its sovereignty over the British Antarctic Territory and in this context draws attention to Article IV of the Antarctic Treaty to which both the United Kingdom and Argentina are Parties.

The United Kingdom strongly rejects Argentina's suggestion regarding the insertion of a footnote in respect of paragraph 2 of document MoP3 Doc 7. Resolution 2.9 does not apply in respect of this document, which was authored by the Depositary Government. In addition, we would recall that it is standard UN practice that where any text is quoted it should be quoted without the addition of any other terminology.

We would request that this statement be recorded in full in the official report of the meeting.