



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

**REPORT OF THE SECOND SESSION OF
THE MEETING OF THE PARTIES**

**Christchurch, New Zealand
13 – 17 November 2006**

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LIST OF ACRONYMS

AC	Advisory Committee
ACAP	Agreement on the Conservation of Albatrosses and Petrels
CCAMLR	Convention on the Conservation of Antarctic Marine Living Resources
CMS	Convention on Conservation of Migratory Species of Wild Animals
IATTC	Inter-American Tropical Tuna Commission
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)
MoU	Memorandum of Understanding
RFMO	Regional Fisheries Management Organisation
SEAFO	South East Atlantic Fisheries Organisation
ToR	Terms of Reference
UK	United Kingdom of Great Britain and Northern Ireland
UN	United Nations
USA	United States of America

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1 OFFICIAL OPENING AND OPENING REMARKS

- 1.1 The Second Session of the Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels (ACAP) was held in Christchurch, New Zealand, from 13 to 17 November 2006, under the chairmanship of Mr Bill Mansfield (New Zealand).
- 1.2 Nine Parties were represented: Argentina, Australia, Chile, Ecuador, France, New Zealand, Peru, South Africa and the United Kingdom of Great Britain and Northern Ireland (UK). Spain was not represented.
- 1.3 One Signatory State was represented: Brazil.
- 1.4 Two Range States were represented: the United States of America (USA) and Uruguay.
- 1.5 Canada, Japan, Republic of Korea, People's Republic of China, Norway, Namibia and relevant RFMOs, intergovernmental and non-governmental organisations were invited to attend the meeting as observers. The Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), the Convention on the Conservation Migratory Species of Wild Animals (CMS), BirdLife International, Humane Society International, and the South East Atlantic Fisheries Organization (SEAFO) attended. CCAMLR and SEAFO were represented by New Zealand and South Africa, respectively.
- 1.6 Apologies were received from Namibia, Norway and Spain.
- 1.7 The List of Participants (MoP2 Doc 5, Rev 5) is given at Annex 12. The List of Documents (MoP2 Doc 4, Rev 3) is given at Annex 14.
- 1.8 A senior member of the Ngai tahu people, Rakihia Tau, and the Hon. Chris Carter, the New Zealand Minister of Conservation, welcomed delegates to Christchurch.
- 1.9 The Hon. Chris Carter formally opened the Second Session of the Meeting of the Parties and spoke to delegates. Mr Carter 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.
- 1.10 The Chair, on behalf of all delegations, thanked the Ngai tahu people and the Hon. Chris Carter for their welcoming remarks.

2 PROCEDURAL ISSUES

2.1 ADOPTION OF AGENDA

- 2.1.1 The provisional agenda was adopted by the meeting and is given at Annex 13 (MoP2 Doc1, Rev 1).

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- 2.1.2 Two working groups were established, a Budgetary Working Group chaired by Mr Bill Mansfield and an Administrative Affairs Working Group chaired by Mr Mark Tasker (UK).
- 2.2 OPENING STATEMENTS
- 2.2.1 Several opening statements were made during which appreciation was expressed to the Government of New Zealand for hosting the meeting, to the Secretariat for its contribution to the preparation of the meeting, to the Australian Government for its continued support of the Interim Secretariat, to the UK Government for its announcement of a voluntary contribution of £50,000 toward the work of the Agreement to be used in accordance with the work programme of the Advisory Committee, and to the Chilean Government for its offer to host the third meeting of the Advisory Committee.
- 2.2.2 Argentina provided a report on its activities related to ACAP's objective (MoP2 Info 9) prior to the entry into force of the Agreement for Argentina on 1 November 2006.
- 2.3 PROPOSED AMENDMENTS TO RULES OF PROCEDURE
- 2.3.1 The Administrative Affairs Working Group considered and revised the Rules of Procedure (MoP2 Doc 6 Rev 1). These were presented to and subsequently adopted by the Meeting of the Parties. The revised Rules of Procedure are given at Annex 10.
- 2.4 ESTABLISHMENT OF CREDENTIALS COMMITTEE
- 2.4.1 A Credentials Committee was formed comprising representatives from Chile, Australia and New Zealand (Chair).
- 2.5 NOMENCLATURE
- 2.5.1 The Meeting of the Parties noted the request of the Advisory Committee to address the matter of double nomenclature in relation to those territories subject to the sovereignty dispute between the Government of United Kingdom of Great Britain and Northern Ireland and Argentina. In that regard, the Meeting of the Parties considered a draft Resolution (Res. 2.9) submitted by the United Kingdom. This text was modified subsequently following consultations between interested Parties.
- 2.5.2 The Meeting of the Parties agreed that the provisions of this Resolution should apply to all documents authored by the Secretariat or the other organs of the Agreement.
- 2.5.3 Such documents should encompass both electronic and hard copy versions, including inter alia, meeting reports, working and information papers, circulars, brochure material as well as all publications posted on the ACAP website.
- 2.5.4 Any such material should employ the double nomenclature and, in matters which could have a bearing on sovereignty of disputed territories and the surrounding

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maritime areas, a note or footnote shall be inserted into the text concerned as set out in the resolution.

2.5.5 The Meeting of the Parties also noted that the terms of the Resolution did not apply to verbatim reproduction of a speech or text, and nor did such terms apply to papers or reports presented by Parties, Non-Parties or other organisations, which were at liberty to use a nomenclature that they considered appropriate.

2.5.6 With this understanding, the Meeting of the Parties adopted Resolution 2.9 (Annex 9).

3 REPORTS

3.1 REPORT OF CREDENTIALS COMMITTEE

3.1.1 The Chair of the Credentials Committee (New Zealand) reported that all credentials presented by Parties at the meeting were acceptable. The Committee's report was accepted by MoP2.

3.2 REPORT OF DEPOSITARY

3.2.1 Australia, in its role as Depositary, presented its report, (MoP2 Doc 7) noting that, with the ratifications of Argentina, Chile, France and Peru since MoP1, there were now 10 Parties to the Agreement. The Depositary also received notification from the UK that it had extended its ratification to the Territory of Tristan da Cunha.

3.2.2 The Interim Secretariat reported that it had received informal advice from Norway that it expected to accede to and ratify the Agreement before the end of 2006. Namibia had also advised the Secretariat that it hoped to accede to the Agreement shortly.

3.2.3 Brazil advised the Parties that it expected to ratify the Agreement shortly.

3.3 REPORT OF THE INTERIM SECRETARIAT

3.3.1 The Interim Secretariat presented its report (MoP2 Doc 8), highlighting that the Secretariat had supported two Advisory Committee meetings and the 2nd Session of the Meeting of the Parties, provided support to working groups and assisted Parties with implementation of the Action Plan. The meeting thanked the Secretariat for its work and noted the report.

3.4 INTERIM 2006 FINANCIAL REPORT

3.4.1 The Parties considered the interim 2006 financial report (MoP2 Doc 9).

3.4.2 Chile advised that its contribution for the 2006 financial year had been paid although this was not reflected in the report.

3.4.3 The Meeting of Parties noted that the current memorandum of understanding (MoU) with the Government of Tasmania for the provision of office

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accommodation and services for the Interim Secretariat would cease on 31 January 2007. A new MoU would be required between the Interim Secretariat and the Government of Tasmania if the Parties wished to accept the offer of the Tasmanian Government to extend the MoU for a further 6 years.

- 3.4.4 The Meeting of Parties noted, with appreciation, the Tasmanian offer and agreed to authorise the Executive Secretary to enter into a MoU with the Government of Tasmania, and adopted Resolution 2.1 (Annex 1).

3.5 2005 FINANCIAL STATEMENTS AND AUDIT REPORT

- 3.5.1 The Meeting of Parties considered the 2005 financial statements and audit report (MoP2 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. The meeting agreed to request the Government of Tasmania to act as the Agreement's external auditor in accordance with terms of the MoU between it and the Secretariat.

3.6 REPORT ON IMPLEMENTATION OF THE AGREEMENT

- 3.6.1 The Chair of the Advisory Committee, Mr Mark Tasker, presented the Committee's Report on Implementation of the Agreement, to assess the progress of Parties in implementing the Agreement. The report included a consolidation of the reports of Parties and Signatories, some Range States and observers. It noted much progress, but it had proven difficult to assess overall progress as some Parties did not submit reports and there were variations in Parties' interpretation of reporting requirements. Consequently, the Advisory Committee had endorsed the Interim Secretariat's proposal to prepare revised reporting guidelines, refer agenda item 7.6.
- 3.6.2 Argentina, New Zealand, South Africa and the UK thanked the Advisory Committee and the Interim Secretariat for compiling these details into a single report.
- 3.6.3 Argentina noted a reference to disputed territories in the report and reiterated the statement made by its Government in the instrument of ratification of ACAP. The United Kingdom recalled its extension of ratification of the Agreement to its relevant Overseas Territories in the South Atlantic, noting in particular the most recent extension to the Territory of Tristan da Cunha.
- 3.6.4 Chile noted that the report on its implementation of the Agreement was not initially included in the report prepared by the Advisory Committee, but was included subsequently.
- 3.6.5 New Zealand provided additional information about its actions to implement ACAP relating to Southern Seabird Solutions, an initiative bringing together fishing industry representatives, non-government organisations and government to develop practical solutions to seabird interactions in fisheries.

3.7 REPORT OF THE ADVISORY COMMITTEE

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- 3.7.1 The Chair of the Advisory Committee presented the Committee's report (MoP2 Doc 12) noting, in particular, the establishment of a fourth working group, the Seabird Bycatch Working Group, to address issues associated with seabird interactions with fisheries.
- 3.7.2 The Chair of the Advisory Committee also presented a proposal to develop comprehensive and contemporary 'Species Assessments' for all albatross and petrel species listed in Annex 1 of the ACAP Agreement (MoP2 Info 2). The Meeting of Parties endorsed the development of this proposal as part of the Advisory Committee's work programme, refer agenda item 6.1.
- 3.7.3 The meeting thanked the Advisory Committee for the progress it has achieved in implementing the Agreement.

3.8 REPORTS OF OBSERVERS

- 3.8.1 New Zealand, as the designated CCAMLR observer to MoP2, reported on outcomes of CCAMLR XXV as they pertained to ACAP (MoP2 Info 4), noting the adoption of CCAMLR Resolution 22/XXV on "International actions to reduce incidental mortality of seabirds arising from fishing".
- 3.8.2 USA, as the designated Inter-American Tropical Tuna Commission (IATTC) observer to MoP2, presented a report (MoP2 Info 6) noting that several ACAP-listed species occur within the IATTC Convention Area.
- 3.8.3 South Africa, as the designated SEAFO observer to MoP2, presented a report (MoP2 Info 7), noting SEAFO's adoption of Conservation Measure 05/06 on reducing incidental by-catch of seabirds in the SEAFO Convention Area.

4 OPERATION OF THE SECRETARIAT

4.1 HEADQUARTERS AGREEMENT

- 4.1.1 The Administrative Affairs Working Group considered and revised the Headquarters Agreement (MoP2 Doc 13 Rev 1) between the ACAP Secretariat and the Government of Australia.
- 4.1.2 Australia advised that it must obtain the consent of its States' and Territories' Governments before it could provide certain privileges and immunities regarding taxation by those Governments. Australia also indicated its interpretation of the term 'without undue delay' in Article 19 of the Headquarters Agreement. Noting these, and other proposed amendments, MoP2 adopted the Headquarters Agreement (appended to Resolution 2.1, Annex 1).
- 4.1.3 The Meeting of the Parties noted Mr Warren Papworth's position as Executive Secretary of the Interim Secretariat, and authorised him to sign the Headquarters Agreement on behalf of the Secretariat, in accordance with Resolution 2.1 (Annex 1).

4.2 STAFF REGULATIONS

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- 4.2.1 The Administrative Affairs Working Group revised the Staff Regulations (MoP2 Doc 14 Rev 1). The Regulations were adopted by MoP2 as Resolution 2.2 (Annex 2).
- 4.2.2 The budget adopted by the Meeting of the Parties included remuneration for the Executive Secretary at level 2 (L2) of Schedule A to the Staff Regulations.
- 4.3 **AMENDMENTS TO THE FINANCIAL REGULATIONS**
- 4.3.1 The Administrative Affairs Working Group revised the draft Financial Regulations (MoP2 Doc 15 Rev 1). The Regulations were adopted by MoP2 as Resolution 2.4 (Annex 4).
- 4.4 **SECRETARIAT WORK PROGRAMME 2007-09**
- 4.4.1 The Interim Secretariat introduced 'MoP2 Doc 16 Rev 1'. Parties approved the Secretariat's work programme (Annex 11) subject to the budgetary decisions made at MoP2.
- 4.5 **PROPOSED INDICATORS TO MEASURE THE PERFORMANCE OF THE SECRETARIAT**
- 4.5.1 The Interim Secretariat presented 'MoP2 Doc 17' on proposed indicators to measure the performance of the Secretariat. This issue was considered in conjunction with Agenda item 4.6 (MoP2 Doc 18).
- 4.5.2 The proposed performance indicators were accepted subject to inclusion of some minor amendments, and Resolution 2.7 was adopted (Annex 7).
- 4.6 **REVIEW OF THE EFFECTIVENESS OF SECRETARIAT**
- 4.6.1 The meeting considered 'MoP2 Doc 18' and agreed to establish a review body. Its Terms of Reference were adopted as Resolution 2.7 (Annex 7).
- 5 OPERATION OF THE MEETING OF THE PARTIES**
- 5.1 **INTERSESSIONAL CONSULTATION PROCESS**
- 5.1.1 The meeting considered MoP2 Doc 19 and agreed that an intersessional consultation and decision-making process was required. The Chair noted that consultation was necessary for:
 - 1) reporting on the Secretariat's progress in implementing the Agreement;
 - 2) seeking advice where a decision may not be necessary; and
 - 3) intersessional decision-making.
- 5.1.2 As a result, Parties agreed that for: (1) above, quarterly reports will be provided to National Contacts, including information on budget and the implementation of the Agreement; (2) above, the Secretariat would seek advice from National Contacts informally; and (3) above, Rule 24 of the revised Rules of Procedure would apply to intersessional decision-making.

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5.2 TIMING OF MEETINGS

- 5.2.1 The MoP noted this agenda item had been addressed in discussions concerning the Agreement Budget 2007-09 and that funding would be available for two meetings of the Advisory Committee, during the 2007-2009 triennium.

6 OPERATION OF THE ADVISORY COMMITTEE

6.1 ADVISORY COMMITTEE WORK PROGRAMME

- 6.1.1 The Chair of the Advisory Committee presented the draft Work Programme 2007-2009 (MoP2 Doc 23 rev1) for adoption by Parties. The Chair highlighted future work on fisheries interactions, the development of species assessments, the completion of an initial review of albatross and petrel taxonomy and the need for further capacity building. MoP2 endorsed the Work Programme and adopted Resolution 2.6 (Annex 6).
- 6.1.2 The Chair of the Advisory Committee acknowledged the excellent work undertaken by all Working Groups and the importance of continued international cooperation for the advancement of this work.
- 6.1.3 The Chair of the Advisory Committee reported to the Parties on progress being made on a document being produced by South Africa and Australia for the purposes of establishing criteria for evaluating any further species that may be proposed for addition to Annex 1 of the Agreement. A revision will be submitted to the next meeting of the Advisory Committee in 2007.
- 6.1.4 It was noted that the Advisory Committee was tasked with oversight of budgetary and staff management within draft Resolution 2.6, and therefore, these elements were included in the Advisory Committee's Work Programme (Resolution 2.6, Annex 6).

Information Exchange

- 6.1.5 The importance of information sharing was discussed, noting that the ACAP website would be a cost-effective means to achieve this. The benefit of meetings between Parties and other States as a way to share information was also noted. It was noted that non-governmental organisations have an important role in delivering messages about the conservation of albatrosses and petrels.

Seabird Bycatch

- 6.1.6 MoP2 endorsed the establishment of the Seabird Bycatch Working Group by the Advisory Committee. Several Parties expressed their desire to be involved in the Working Group's activities.
- 6.1.7 It was also noted that this Working Group would cover scientific and technical issues, as well as other aspects, such as strategy and advocacy.
- 6.1.8 The Parties noted that much of the existing action being taken by ACAP to address seabird bycatch should also be addressed by the Working Group.

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- 6.1.9 MoP2 discussed and broadly endorsed the Bycatch Working Group Strategy (MoP2 Doc 21) with further recommendations. The meeting recognised that the strategy was still a work in progress and encouraged contributions from Parties, especially those who expressed interest in joining the group.

Interactions with Regional Fisheries Management Organisations

- 6.1.10 Parties agreed that it was important to develop constructive working relationships with those Regional Fisheries Management Organisations (RFMOs) which might assist in addressing the issue of albatross and petrel bycatch in areas in respect of which they have competence. Parties asked that the Advisory Committee consider how this could best be achieved.
- 6.1.11 MoP2 agreed to continue and broaden the representation of ACAP at pertinent RFMOs and other relevant international meetings. This might be achieved either through the attendance of the Secretariat or a designated ACAP observer.
- 6.1.12 It was also noted that it is important to engage with the fishing industry to explore technical solutions for bycatch mitigation. Parties identified the First South American Fishers Forum in December 2006, being organised by Brazil, and noted that this could offer an opportunity for engaging with the fishing industry. Brazil said that it would report on the event.
- 6.1.13 MoP2 expressed concern at the general lack of information regarding the level of seabird bycatch associated with Illegal, Unreported, and Unregulated (IUU) fishing. MoP2 agreed that there was an urgent need for RFMOs to provide estimates of IUU fishing in their respective areas and asked the Advisory Committee to consider this further.
- 6.1.14 The Chair of the Advisory Committee noted that engagement with the RFMOs was a complex matter and that such contacts would be agreed by the Advisory Committee, in consultation with the Parties as appropriate.
- 6.1.15 The meeting welcomed the resolutions adopted by some regional fishery management organisations (RFMOs) in respect of seabird bycatch, including:
- International Commission for the Conservation of Atlantic Tuna (ICCAT), 2002;
 - Commission for the Conservation of Antarctic Marine Living Resources (CCAMLR), 2004 and 2006;
 - Inter-American Tropical Tuna Commission (IATTC), 2005;
 - Commission for the Conservation and Management of Highly Migratory Fish Stocks in the Western and Central Pacific (WCPFC), 2005;
 - South East Atlantic Fisheries Organization (SEAFO), 2006;
- 6.1.16 The meeting highlighted the importance of, and restated their commitments to, take appropriate operational, management and other measures, including providing assistance to some range states, to reduce or eliminate the mortality of albatrosses and petrels resulting incidentally from fishing activities, with due regard to their capabilities.

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- 6.1.17 Further, the meeting noted the need to raise awareness of the need for, and improve the implementation of, effective measures to reduce seabird bycatch including encouraging non-parties to ACAP to undertake measures to reduce or eliminate seabird bycatch.
- 6.1.18 The meeting noted the importance of developing National Plans of Action for Reducing the Incidental Catch of Seabirds in Longline Fisheries (NPOA-Seabirds) or other plans, consistent with the FAO's IPOA-Seabirds and, whenever possible, plans for other fishing methods, to help achieve the objective of the Agreement.
- 6.1.19 The meeting also recognized the importance of co-operating within RFMOs to which Parties and range States are members, and of the need for them to propose and support the development, implementation and monitoring of mitigation and other measures to reduce incidental mortality of albatrosses and petrels and to facilitate information exchange with those RFMOs.
- 6.1.20 Where appropriate and relevant, the meeting recognized the benefits of including seabird experts on delegations to relevant RFMO meetings.
- 6.1.21 MoP2 requested the Advisory Committee to consider the following actions in relation to ACAP and the Parties' engagement with RFMOs:
- initiate or develop, as appropriate, a constructive relationship and engage in data and information exchange;
 - implement effective seabird bycatch reduction measures to ensure that the rate and level of bycatch of albatrosses and petrels in their respective area of competence is reduced to the maximum extent possible;
 - implement or develop, as appropriate, mechanisms to require the collection, reporting and dissemination of annual data on albatross and petrel bycatch in order to assess and monitor the effectiveness of these measures, and the ongoing impact on seabird populations; and
 - establish an approach to seabird bycatch, its assessment, monitoring, and mitigation that is consistent, and applicable across all relevant RFMOs and other fora.

Prioritisation of the Advisory Committee Work Programme

- 6.1.22 Parties identified several issues that they considered to be of high priority in the Advisory Committee Work Programme. This included, in no particular order, capacity building, working with RFMOs to reduce seabird-fisheries interactions, addressing the impacts of non-native species, collecting better information on seabird population status and trends and "ACAP Species Assessments". Although these and other issues were considered important, resource and budgetary constraints were noted as potentially limiting factors.
- 6.1.23 The Advisory Committee Chair noted that implementation of the Advisory Committee Work Programme, including wider representation and expertise on

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that committee, may require additional resources to be channelled toward capacity building.

Other Issues

- 6.1.24 The MoP considered a request from BirdLife International for ACAP to support a project proposal, to seek funds from the Global Environmental Facility. Some Parties indicated that they had not been aware of the proposal, but expressed their interest in considering it. Several Parties noted their broad support for the proposal. Subject to confirmation of approval from all Parties present at MoP2, the Executive Secretary was authorised by the MoP to agree to ACAP's support for the proposal.
- 6.1.25 The Chair of the Advisory Committee thanked the Parties for their comments which would be taken into account as the Advisory Committee and its working groups further develop its Work Programme.

6.2 REPRESENTATION AT INTERNATIONAL BODIES

- 6.2.1 The role of Parties in representing ACAP at international meetings was discussed. It was agreed that Parties representing ACAP at such meetings should generally present a report of recent activities prepared by the Secretariat and report back to ACAP on key developments at these meetings and to undertake as appropriate the tasks described in paragraphs 6.1.17 – 6.1.20 above.
- 6.2.2 Any additional activities beyond this that Parties may be requested to undertake while representing ACAP, such as fulfilling an advocacy role or providing scientific or technical advice, would need to be considered by Parties on a case by case basis.
- 6.2.3 The strategy currently being developed by the Advisory Committee was recognised as having an important role in determining both the messages that ACAP should be taking to each international meeting and the most appropriate representative.

7 OPERATION OF THE AGREEMENT

7.1 AGREEMENT BUDGET 2007 – 2009

- 7.1.1 The Budgetary Working Group considered the proposed Agreement Budget for the 2007 – 2009 triennium (MoP2 Doc 24 Rev 1), taking into consideration the estimated budget surplus of AUD \$130,000 remaining from 2006.
- 7.1.2 The Budgetary Working Group recommended that:
- i. only two meetings of the Advisory Committee be held in the next triennium;
 - ii. delegates be requested to take their own copies of meeting documents to meetings in order to contain printing costs;
 - iii. the recruitment process for the Executive Secretary be amended to make it more cost-efficient;

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- iv. the offer of the Government of Tasmania to provide office accommodation and services for the Secretariat, including auditing of the Agreement's accounts, be accepted;
 - v. 5% be added to the 2008 and 2009 budgets to allow for inflation;
 - vi. a contingency fund of AUD \$100,000 be established to cover the operating costs of the Secretariat in the event that contributions are not paid on time, to be funded from the 2006 surplus.
 - vii. the remaining AUD \$30,000 from the surplus be used for the sponsorship of delegates to Advisory Committee meetings; and
 - viii. funding of the Advisory Committee's work programme during 2007 – 2009 come from contributions from new Parties to the Agreement and from voluntary contributions, with MoP3 to give further consideration to how the Advisory Committee's work programme will be funded beyond this period.
- 7.1.3 These recommendations were supported by the plenary, which approved the following budgets for the Agreement during the next triennium: 2007 – AUD \$449,000; 2008 – AUD \$459,450; and 2009 – AUD \$485,100. The Agreement Budget 2007 – 2009 was approved and adopted as Resolution 2.3 (Annex 3).

7.2 SCALE OF CONTRIBUTIONS

- 7.2.1 The Budgetary Working Group considered the proposed revision of the scale of contributions (MoP2 Doc 25 Rev 1). Taking into account the significant increase in the size of the budget as a result of the Secretariat moving from an interim to permanent structure, as well as Parties' ability to pay, the Budgetary Working Group recommended the adoption of a three tier scale of contributions.
- 7.2.2 Under the revised scale different formulas would be used to determine the level of a Parties contribution on the following basis:
- Formula 1: For Parties whose scale of assessment under the United Nations Scale of Assessment for the UN Budget (currently Resolution 58/1 B, March 2004) is less than or equal to 0.15%, annual contributions shall be calculated on the UN Scale of Assessment;
 - Formula 2: For Parties whose scale of assessment under the United Nations Scale of Assessment for the UN Budget 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; and
 - Formula 3: If the calculated percentage contribution for one or more Parties resulting from Formula 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 according to the formula agreed to in Resolution 2.3, Appendix B.
- 7.2.3 These recommendations were considered by the plenary and subsequently adopted, as the revised scale of contributions, in Resolution 2.3 (Annex 3).

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- 7.3 CHANGES IN THE CONSERVATION STATUS OF ALBATROSSES AND PETRELS
- 7.3.1 The Chair of the Advisory Committee presented 'MoP2 Doc 26' and noted that there had been no changes in status of any species listed in Annex 1 since MoP1.
- 7.3.2 BirdLife International introduced 'MoP2 Info 8' and drew attention to the status of the waved albatross. Owing to a rapid decline in population abundance of this species, the status will likely change from Vulnerable to Critically Endangered in the next IUCN Red List review.
- 7.3.3 The MoP agreed to address the threats facing waved albatross through the Advisory Committee Work Programme and to provide capacity building support to Ecuador and Peru.
- 7.4 AMENDMENTS TO THE ACTION PLAN
- 7.4.1 The Chair of the Advisory Committee presented 'MoP2 Doc 27'. It was noted that no changes were proposed to the Action Plan at this time.
- 7.5 PROPOSED INDICATORS TO MEASURE THE SUCCESS OF ACAP
- 7.5.1 New Zealand presented 'MoP2 Doc 28' on proposed indicators to measure the success of ACAP.
- 7.5.2 The Chair of the Advisory Committee advised that the outputs of the Working Groups would be used in the future development and refinement of a suite of indicators to measure the success of ACAP but that until these outputs were available the IUCN Red List of Threatened Species could be used as an interim headline indicator.
- 7.5.3 The UK noted that it would like to see the level of seabird bycatch used as one of the indicators. A population trend-based indicator was also proposed as a useful measure. The Chair of the Advisory Committee noted these suggestions and agreed they will be considered by the Advisory Committee when developing future indicators.
- 7.5.3 The Parties agreed to adopt Resolution 2.8 (Annex 8).
- 7.6 AMENDMENTS TO REPORTING FORMAT FOR THE REPORT ON THE IMPLEMENTATION OF THE AGREEMENT
- 7.6.1 The Chair of the Advisory Committee presented 'MoP2 Doc 29' which addressed amendments to the reporting format for the report on the implementation of the agreement.
- 7.6.2 The MoP adopted the document subject to minor textual amendments, which are to be submitted to the Secretariat.
- 7.7 PROPOSED AMENDMENT TO ANNEX 1

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7.7.1 New Zealand introduced 'MoP2 Doc 30' proposing a revision of the taxonomy of albatrosses listed in Annex 1 of ACAP.

7.7.2 The Parties agreed to adopt Resolution 2.5 (Annex 5).

8. PROVISIONAL DATE AND VENUE OF THIRD MEETING

8.1 MoP provisionally agreed that the Third Session of the Meeting of the Parties would be held during April 2009, in Hobart, Australia unless another offer is made to host the meeting and accepted by Parties.

9 OTHER BUSINESS

9.1 New Zealand agreed to draft a media release on the outcome of this meeting reflecting the common priorities shared by Parties (attached as Annex 16).

9.2 No other items were raised for discussion.

10 CLOSING REMARKS

10.1 The Chair thanked the interpreters 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 through voluntary contributions from the UK which enabled them to attend the meeting.

10.3 Further thanks were extended to the Government of New Zealand for hosting the meeting.

11 ADOPTION OF THE MoP2 REPORT

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

12 CLOSURE OF THE MEETING

12.1 The Chair closed the Second session of the Meeting of the Parties.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.1

Headquarters Agreement

Having regard to Article VIII, especially paragraphs 11 (c) and 12 (e), and Article X of the Agreement;

Recalling Resolution 1.1 adopted at the first Session of the Meeting of the Parties, by which the Meeting of the Parties agreed to establish a Secretariat in Hobart;

Noting with appreciation the generous support that the Interim Secretariat has received from the Government of Australia as Host Country since the Agreement entered into force in 2004, pending the adoption and entry into force of a headquarters agreement for the Secretariat;

Further noting with appreciation that the State of Tasmania offered to host the Interim Secretariat for a period of two years, and welcoming its further offer of support to host the Secretariat for a period of six years; and

Desiring to adopt a headquarters agreement for the Secretariat to clarify its legal personality, capacity, privileges and immunities in the territory of Australia;

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

Agrees:

1. to adopt the Headquarters Agreement between the Secretariat to the Agreement on the Conservation of Albatrosses and Petrels and the Government of Australia in Appendix A (“the Headquarters Agreement”);
2. that the Secretariat shall have international legal personality, and capacity limited to the extent necessary to conclude the Headquarters Agreement with the Government of Australia and to implement its provisions;
3. that the Secretariat shall exercise its legal capacity within the territory of Australia, as provided for in the Headquarters Agreement, only to the extent authorised by the Meeting of the Parties;
4. to authorise and request the Executive Secretary of the Interim Secretariat to sign the Headquarters Agreement on behalf of the Secretariat and to notify the Government of Australia, in writing, pursuant to paragraph 1 of Article 25 of the Headquarters Agreement, that the Secretariat’s requirements for the entry into force of the Headquarters Agreement have been complied with;

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5. to request the Executive Secretary to inform all Parties and Signatory States to the Agreement of the dates of the notifications referred to in paragraph 1 of Article 25 of the Headquarters Agreement;
6. to instruct the Secretariat to implement the provisions of the Headquarters Agreement upon its entry into force; and
7. to authorise and request the Secretariat to enter into a memorandum of understanding with the State of Tasmania to provide office accommodation and related services and facilities.

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Appendix A (to Annex 1)

HEADQUARTERS AGREEMENT BETWEEN THE SECRETARIAT TO THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS AND THE GOVERNMENT OF AUSTRALIA

The Secretariat to the Agreement on the Conservation of Albatrosses and Petrels and the Government of Australia,

Having regard to Article VIII(11)(c) of the Agreement on the Conservation of Albatrosses and Petrels (ACAP) done on 19 June 2001 at Canberra, which provides that, at its first session, the Meeting of the Parties (MoP) shall establish a Secretariat to perform the secretariat functions listed in Article X of ACAP;

Having regard also to Resolution 1.1 of the MoP, by which the MoP resolved to establish the Secretariat of ACAP in Hobart, Australia;

Desiring to define the legal capacity of the Secretariat and the privileges and immunities to be enjoyed by the Secretariat and its officers

Have agreed as follows:

ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement:

- (a) "ACAP" means the Agreement on the Conservation of Albatrosses and Petrels done at Canberra on 19 June 2001, which entered into force on 1 February 2004;
- (b) "Appropriate authorities" means the national, state or local authorities of the Commonwealth of Australia, in accordance with the laws of the Commonwealth of Australia and its State or local authorities;
- (c) "Archives" includes all correspondence, documents, manuscripts, photographs, computer data storage, films and recordings belonging to or held by the Secretariat;
- (d) "Executive Secretary" means the Executive Secretary appointed by the MoP to head the Secretariat;
- (e) "Expert" means a person performing short term or temporary projects on behalf of the Secretariat and includes a person serving on a body or a meeting under the auspices of ACAP or the Secretariat or participating in the work of or performing a mission on behalf of the Secretariat or a body or a meeting within ACAP or the Secretariat, without necessarily receiving remuneration, but does not include staff members;
- (f) "Government" means the Government of the Commonwealth of Australia;
- (g) "Headquarters" means premises of the Secretariat including the buildings or parts of buildings and the land ancillary thereto, irrespective of ownership, occupied by the Secretariat for the performance of its official activities;

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- (h) "MoP" means the Meeting of the Parties to the Agreement on the Conservation of Albatrosses and Petrels.
- (i) "Official activities" means all activities undertaken pursuant to ACAP including the Secretariat's administrative activities;
- (j) "Party" means Party to ACAP;
- (k) "Representatives" means representatives of parties to ACAP in attendance at conferences or meetings convened by the MoP or by the Secretariat at the request of Parties, and includes delegates, alternates, advisers, and secretaries of such delegations;
- (l) "Secretariat" means the Secretariat established under Article VIII of the Agreement on the Conservation of Albatrosses and Petrels;
- (m) "Serious offence" means an indictable offence in any State or Territory of the Commonwealth of Australia, punishable on conviction of a period of imprisonment of five years or more;
- (n) "Spouse" means a husband or wife, or a de facto partner of either the same or different gender;
- (o) "Staff member" means the Executive Secretary and all persons appointed for employment with the Secretariat and subject to its staff regulations, but does not include experts or persons recruited locally and assigned to hourly rates of pay.
- (p) 'Taxes' and 'taxation' include customs and excise duties. Taxes do not include reasonable charges for specific services rendered.

ARTICLE 2 – LEGAL CAPACITY

1. The Secretariat has legal personality and capacity to perform its functions in the territory of the Commonwealth of Australia. It has, in particular, the capacity to contract, to acquire and dispose of movable and immovable property, and to institute and be a party to legal proceedings.
2. The Secretariat may exercise its legal capacity only to the extent authorised by the MoP.

ARTICLE 3 - INTERPRETATION

This Agreement shall be interpreted in the light of its primary objective of enabling the Secretariat to perform its functions in the Commonwealth of Australia.

ARTICLE 4 - ESTABLISHMENT OF SECRETARIAT AND HEADQUARTERS

The Headquarters of the Secretariat will be established in Hobart, Tasmania, Australia.

ARTICLE 5 - PREMISES

1. The Headquarters of the Secretariat shall be inviolable and shall be under the full authority of the Secretariat.

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2. The Government shall arrange for the Headquarters to be supplied by the appropriate authorities with available public services, such as electricity, water, sewerage, gas, mail, telephone, telegraph, drainage, collection of refuse and fire protection, on terms no less favourable than those enjoyed by diplomatic missions in Australia.
3. The Secretariat shall make known to the Government the location of its permanent premises and archives and of any temporary occupation of premises for the performance of its official activities. Where any premises are used or occupied by the Secretariat for the performance of its official activities, such premises shall, with the concurrence of the Government, be accorded the status of Headquarters of the Secretariat.
4. Without prejudice to the terms of this Agreement, the Secretariat shall not permit the Headquarters to become a refuge from justice for persons avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued.
5. The appropriate authorities may enter the Headquarters to carry out their duties only with the consent of the Executive Secretary and under the conditions determined by the Executive Secretary. The Executive Secretary's consent shall be deemed to have been given in the case of fire or other exceptional occurrences which may require immediate protective action.

ARTICLE 6 - IMMUNITIES OF THE SECRETARIAT

1. Except as otherwise provided in this Agreement or by the Meeting of the Parties, the activities of the Secretariat in Australia shall be governed by Australian domestic law.
2. Within the scope of its official activities the Secretariat and its property, premises and assets shall have immunity from suit and other administrative or legal process except:
 - (a) to the extent that the MoP expressly waives such immunity from suit and other administrative or legal processes in accordance with Article 20(2);
 - (b) in respect of any contract for the supply of goods or services and any loan or other transaction for the provision of finance and any guarantee or indemnity in respect of any such transaction or of any other financial obligation;
 - (c) in respect of a civil action by a third party for death, damage or personal injury arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Secretariat to the extent that compensation is not recoverable from insurance;
 - (d) in respect of a motor vehicle offence involving a motor vehicle belonging to, or operated on behalf of, the Secretariat;

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- (e) in the event of the attachment, pursuant to the final order of a court of law, of the salaries, wages or other emoluments owed by the Secretariat to a staff member of the Secretariat or to an expert;
 - (f) in respect of a counter-claim directly connected with proceedings initiated by the Secretariat; and
 - (g) in respect of the enforcement of an arbitration award made under Article 24 of this Agreement.
3. The Secretariat's property, premises and assets, wherever situated, shall have exemption from any form of restrictions or controls such as requisition, confiscation, expropriation or attachment. They shall also be immune from any form of administrative or judicial constraint provided that motor vehicles belonging to or operated on behalf of the Secretariat shall not be immune from administrative or judicial constraint when temporarily necessary in connection with the prevention of, and investigation into, accidents involving such motor vehicles.
4. The immunities in Article 6 shall cease to apply in relation to property, premises and assets which have been abandoned by the Secretariat for a period in excess of twelve months.

ARTICLE 7 - ARCHIVES

The archives of the Secretariat shall be inviolable wherever they are.

ARTICLE 8 - FLAG AND EMBLEM

The Secretariat shall be entitled to display the flag and emblem of ACAP on the premises and means of transport of the Secretariat and of the Executive Secretary.

ARTICLE 9 - EXEMPTION FROM DIRECT TAXES

1. Within the scope of its official activities, the Secretariat, its property, premises and assets, and its income, including contributions made to the Secretariat under ACAP or as the result of any agreement arrived at by the States Parties to ACAP, shall be exempt from all Commonwealth direct taxes, as well as direct taxes levied by the States or local authorities.
2. The exemptions from taxation on income provided for in this Article and in Articles 16 and 17 shall be given on the understanding that no taxation shall be imposed on such income by other Parties.

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ARTICLE 10 - EXEMPTION OR REFUND OF CUSTOMS AND EXCISE DUTIES AND REFUND FOR VALUE-ADDED TAX

1. Property intended for the official use of the Secretariat (including MoP and Secretariat publications, information material and motor vehicles but not alcohol or tobacco products) shall be exempt from all customs and excise duties or a refund for the excise or customs duty paid shall be available to the Secretariat.
2. The Secretariat shall be entitled to refunds for any value added tax or similar tax in respect of services and goods (including publications, information material and motor vehicles but not alcohol or tobacco products), if the services and goods so purchased by the Secretariat are necessary for its official use. Each claim for refund shall only be in respect of goods and services with a combined value of at least AUD \$500.
3. Paragraphs 1 and 2 of this Article do not provide the Secretariat with an exemption from, or refund for, luxury car tax.

ARTICLE 11 - RE-SALE

Goods which have been acquired or imported by the Secretariat to which exemptions under Article 10 of this Agreement apply and goods acquired or imported by the Executive Secretary under Article 16 of this Agreement shall not be given away, sold, lent, hired out or otherwise disposed of in Australia except under conditions agreed in advance with the Government.

ARTICLE 12 - CURRENCY AND EXCHANGE

The Secretariat shall be exempt from currency and exchange restrictions, including those in respect of funds, currency and securities received, acquired, held or disposed of. The Secretariat may also operate without restrictions bank or other accounts for its official use in any currency, and have them transferred freely within Australia or to any other country.

ARTICLE 13 - COMMUNICATIONS

1. The Secretariat may employ any appropriate means of communication, including encrypted messages.
2. Official correspondence and other official communications of the Secretariat are not subject to censorship.

ARTICLE 14 - PUBLICATIONS

The importation and exportation of the Secretariat's publications and other information material imported or exported by the Secretariat within the scope of its official activities shall not be restricted in any way.

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ARTICLE 15 - REPRESENTATIVES IN ATTENDANCE AT ACAP MEETINGS

- 1 Representatives shall enjoy, while exercising their functions in Australia and while travelling in the exercise of their functions in Australia, the following privileges and immunities:
 - (a) immunity from arrest and detention except when found committing, attempting to commit or just having committed a serious offence;
 - (b) immunity, which shall extend beyond the termination of their mission, from suit and other legal process in respect of acts and things done by them in the exercise of their official functions, including words written or spoken; except in the case of civil or administrative proceedings arising out of death, damage or personal injury caused by a motor vehicle belonging to or driven by them;
 - (c) inviolability for all their official papers and documents;
 - (d) exemption (including exemption of the spouse of the representative) from the application of laws relating to the registration of aliens, the obligation to perform national service and any other national duty;
 - (e) the same exemption from currency and exchange restrictions as is accorded to a representative of a foreign government on a temporary mission to Australia on behalf of that government;
 - (f) the same exemptions in relation to inspection of their personal baggage as are accorded to diplomatic agents;
 - (g) the right to use codes and to send and receive correspondence and other papers and documents by couriers or in sealed bags;
 - (h) the same exemption from taxes on income as is accorded an envoy in Australia; and
 - (i) similar repatriation facilities including such facilities in respect of a spouse and dependent relatives, in time of international crisis as are accorded to an envoy.
2. The provisions of the preceding paragraph shall be applicable irrespective of the relations existing between the governments which the persons referred to represent and the Government, and are without prejudice to any additional immunities to which such persons may be entitled.
3. In order to assist the Government to implement the provisions of this Article, the Secretariat shall inform the Government of the names of representatives four weeks prior to their arrival in Australia.
4. The privileges and immunities described in paragraph 1 of this Article shall not be accorded to any representative of the Government or to any citizen or permanent resident of Australia.
5. The Government shall treat representatives with all due respect and shall take all appropriate steps to prevent any attack on a representative. Where it appears that an offence may have been committed against a representative, steps shall be taken in accordance with the domestic law of Australia to investigate the matter and to ensure that appropriate action is taken with respect to the prosecution of the alleged offender.

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ARTICLE 16 - EXECUTIVE SECRETARY

In addition to the privileges, immunities, exemptions and facilities provided for in Article 17, the Executive Secretary, unless they are a citizen or a permanent resident of Australia, shall enjoy the like privileges and immunities (including privileges and immunities in respect of a spouse and any dependant children under the age of twenty-one years) as are accorded to a diplomatic agent in Australia.

ARTICLE 17 - STAFF MEMBERS

1. Staff members of the Secretariat, other than staff members that are citizens or permanent residents of Australia:
 - (a) shall have, even after the termination of their service with the Secretariat, immunity from suit and other legal process in respect of acts and things done by them in the exercise of their official functions, including words written or spoken. This immunity shall not, however, apply in the case of a motor vehicle offence committed by such a staff member, nor in the case of civil or administrative proceedings arising out of death, damage or personal injury caused by a motor vehicle belonging to, or driven by the staff member to the extent that compensation is not recoverable from insurance;
 - (b) shall be exempt from any obligations in respect of national service and all other kinds of mandatory service;
 - (c) shall be exempt from the application of laws relating to the registration of aliens and immigration;
 - (d) shall be accorded the same exemption from currency and exchange restrictions as is accorded to an official of comparable rank forming part of a diplomatic mission in Australia;
 - (e) shall, at the time of first taking up their post in Australia, be exempt from taxes or entitled to refunds for taxes levied in respect of import of furniture, and personal effects (excluding motor vehicles, alcohol or tobacco products) in their ownership or possession or already ordered by them and intended for their personal use or for their establishment. Such goods shall be imported within six months of a staff member's first entry into Australia. Goods which have been acquired or imported by staff members and to which exemptions or refunds under this sub-paragraph apply shall not be given away, sold, lent, hired out, or otherwise disposed of except under conditions agreed in advance with the Government. Furniture, motor vehicles and personal effects may be exported free of taxes when leaving Australia on the termination of the official functions of the staff member;
 - (f) shall be exempt from all taxes on income received from the Secretariat;
 - (g) shall have similar repatriation facilities as accorded to a diplomatic agent in times of international crisis;
2. Privileges and immunities applicable to a staff member in accordance with sub-paragraphs c) and g) of paragraph 1 above shall also apply to a spouse and any dependent children under the age of twenty-one years, unless the family member is a citizen or permanent resident of Australia.

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3. The privileges and immunities described in sub-paragraph (a) of paragraph 1 of this Article shall also be accorded to any staff member who is a citizen or permanent resident of Australia.

ARTICLE 18 - EXPERTS

1. Experts, other than experts that are citizens or permanent residents of Australia, shall enjoy the following privileges and immunities while exercising their functions in Australia and while travelling in the exercise of their functions in Australia:
 - (a) immunity from suit and other legal process in respect of acts and things done by them, including words written or spoken, except in the case of a motor vehicle offence committed by such an expert, nor in the case of civil or administrative process arising out of death, damage or personal injury caused by a motor vehicle belonging to, or driven by, an expert. Such immunity shall continue after the expert's functions in relation to the Secretariat have ceased;
 - (b) inviolability for all their official papers and documents;
 - (c) the same exemption from currency and exchange restrictions as is accorded to a representative of a foreign government on a temporary mission in Australia on behalf of that government; and
 - (d) immunity from personal arrest and detention except when found committing, attempting to commit or just having committed a serious offence.
 - (e) privileges and immunities in respect of personal baggage as are accorded to a diplomatic agent.
2. The privileges and immunities described in sub-paragraphs a) and b) of paragraph 1 of this Article shall also be accorded to any expert who is a citizen or permanent resident of Australia.

ARTICLE 19 - VISAS

The Australian Government will, pursuant to the Laws of Australia and without undue delay and without fee, facilitate the entry into, residence in, and departure from Australia, and freedom of movement in Australia, of the following persons:

- (a) representatives;
- (b) staff members of the Secretariat and their spouses and any dependant children under the age of twenty-one years; and
- (c) experts.

ARTICLE 20 - OBJECTIVE AND WAIVER OF PRIVILEGES AND IMMUNITIES

1. Privileges and immunities provided for in this Agreement are granted to ensure the independence of the persons to whom they are accorded in the exercise of their functions in connection with ACAP. They are not granted for the personal benefit of the individuals themselves.

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2. Except as provided in paragraph 3 below, the privileges and immunities provided in this Agreement may be waived by the MoP.
3. In the case of representatives, their privileges and immunities under this Agreement may be waived by the States Parties which they respectively represent.
4. In either case provided for in paragraph 2 or 3 of this Article, the privileges and immunities should be waived in a particular case where they would impede the course of justice and can be waived without prejudice to the purpose for which they are accorded. If such immunities are not waived, the MoP or relevant States Parties shall make the strongest efforts to achieve an equitable solution of the matter. Such a solution may include arbitration.

ARTICLE 21 - COOPERATION

1. The Secretariat shall cooperate fully at all times with the appropriate authorities in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement.
2. The Government reserves its sovereign right to take reasonable measures to preserve security.
3. Nothing in this Agreement prevents the application of laws necessary for health and quarantine or, in respect of the Secretariat and its officers, laws relating to public order.

ARTICLE 22 - NOTIFICATION OF APPOINTMENTS, IDENTITY CARDS

1. The Chair of the Meeting of the Parties or the Chair of the Advisory Committee shall notify the Government of the appointment of an Executive Secretary and the date when the Executive Secretary is to take up or relinquish the post. Four weeks prior notice of arrival and final departure shall be given.
2. The Secretariat shall notify the Government when a staff member, other than the Executive Secretary, takes up or relinquishes their post or when an expert starts or finishes a project or mission. Four weeks prior notice of arrival and final departure shall be given.
3. If staff members are accompanied by a spouse and any dependent children under the age of twenty-one years, the same prior notice shall also be given in respect of such persons.
4. The Secretariat shall twice a year send to the Government a list of all experts and staff members and any spouse and dependent children under the age of twenty-one years. In each case the Secretariat shall indicate whether such persons are citizens or permanent residents of Australia.
5. The Government shall issue to all staff members and experts as soon as practicable after notification of their appointment, a card bearing the photograph of the holder and identifying them as a staff member or expert as the case may be. This card shall be accepted by the appropriate authorities as evidence of identity and appointment. The spouses of staff members and experts shall also be issued with an identity card. When the staff member or expert relinquishes their duties, the Secretariat shall

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return to the Government their identity card together with identity cards issued to their spouses.

ARTICLE 23 - CONSULTATIONS

The Government and the Secretariat shall consult at the request of either of them concerning matters arising under this Agreement. If any such matter is not promptly resolved, the Secretariat shall refer it to the MoP. In cases of urgency, the Secretariat shall refer it to the Parties directly.

ARTICLE 24 - SETTLEMENT OF DISPUTES

Any dispute between the Government and the Secretariat concerning the interpretation or application of this Agreement or any question affecting the relations between the Government and the Secretariat may be settled by consultation, negotiation or some other mutually acceptable method. The Secretariat may not submit to arbitration without the prior approval of the Meeting of the Parties.

ARTICLE 25 - ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force on the day in which the Government and the Secretariat have notified each other, in writing that their respective requirements for the entry into force of this Agreement have been complied with.
2. This Agreement may be terminated by a joint decision of the Government and the Secretariat. In resolving to terminate this Agreement, the Secretariat may only act in accordance with a decision of the MoP. In the event of the Headquarters of the Secretariat being moved from Australia, this Agreement shall, after a period reasonably required for such transfer and the disposal of the property of the Secretariat in Australia, cease to be in force. In either event, the date on which the Agreement terminates shall be confirmed in writing between the Government and the Secretariat.

ARTICLE 26 - AMENDMENT

This Agreement may be amended by agreement between the Government and the Secretariat subject to the approval of the MoP.

IN WITNESS WHEREOF the undersigned, being duly authorised thereunto, have signed this Agreement.

DONE at XXX this XXX day of XXX, 20XX.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.2

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;

Further recalling also paragraph 7 of Resolution 2.1 adopted at the second Session of the Meeting of the Parties dealing with the Memorandum of Understanding with the State of Tasmania;

Noting that the first Session of the Meeting of the Parties requested the Interim Secretariat, working with the host country, Australia, to develop employment terms and conditions for Secretariat staff; and

Further noting that the second meeting of the Advisory Committee accepted the Secretariat's offer to draft staff regulations for consideration at the second Session of the Meeting of the Parties;

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

Agrees:

1. 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.
- 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.

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- 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 11 shall not be classified as staff members.

REGULATION 5 - SALARIES AND OTHER REMUNERATION

- 5.1 The salary scale for the Executive Secretary shall be as set out in Schedule A. The Level of appointment within this scale shall be determined by the Meeting of the Parties. 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 as 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:

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- (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 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:

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- (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 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:

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- (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.
- 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 absent from duty for a

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- 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.
- 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.

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- 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

- 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.

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- 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.

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.

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- 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 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**

Level	Step	Salary
L1		\$ 86,055
L2	1	\$ 101,497
	2	\$ 104,880
	3	\$ 108,263
	4	\$ 111,647
L3		\$ 116,941
L4		\$ 147,858

**Schedule B
GENERAL STAFF**

Level	Step	Salary
L1	01	\$ 26,746
L1	02	\$ 28,032
L1	03	\$ 29,319
L1	04	\$ 30,606
L2	01	\$ 31,892
L2	02	\$ 33,177
L2	03	\$ 34,558
L3	01	\$ 35,991
L3	02	\$ 36,732
L3	03	\$ 37,489
L3	04	\$ 38,257
L3	05	\$ 39,047

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L4	01	\$ 40,699
L4	02	\$ 41,549
L4	03	\$ 42,395
L4	04	\$ 43,243
L4	05	\$ 44,079

L5	01	\$ 45,787
L5	02	\$ 46,637
L5	03	\$ 47,483

L6	01	\$ 49,177
L6	02	\$ 50,025
L6	03	\$ 50,871

L7	01	\$ 52,566
L7	02	\$ 54,241
L7	03	\$ 55,915

L8	01	\$ 59,262
L8	02	\$ 60,935
L8	03	\$ 62,607

L9	01	\$ 65,947
L9	02	\$ 67,626

L10	01	\$ 70,973
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L11	01	\$ 74,320
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L12	01	\$ 79,341
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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.
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.

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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.
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.

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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 2.3

Agreement Budget 2007-2009

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;

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

Agrees:

1. to adopt the 2007-2009 Budget in Appendix A;
2. to adopt the revised scale of contributions formula in Appendix B, which will apply from the 2007 financial year;
3. that in the financial years 2007, 2008 and 2009, the core budget shall be based on fixed annual payments from the Parties as set out in Appendix C;
4. 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.
5. that Parties should pay any outstanding contributions as soon as possible;
6. that all contributions shall be paid in Australian dollars;
7. that a working capital shall be maintained at a constant level of AUD\$100,000;
8. 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;

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9. that AUD 30,000 remaining from the 2006 budgetary surplus be used for the sponsorship of delegates to Advisory Committee meetings;
10. that Parties and Range States should consider the feasibility of providing secondees to the Secretariat;
11. that all Parties should consider making voluntary contributions to the Special Fund to support the activities of the Agreement;
12. 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
13. that additional funds which become available should other States accede to the Agreement during the 2007-2009 triennium will be used to support the implementation of the Agreement and not to reduce Parties' contributions.

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Appendix A

Agreement Budget 2007-2009

	2007	2008	2009
	AUD\$	AUD\$	AUD\$
Appropriation 1 - SECRETARIAT			
Staff salaries			
Executive Secretary	100,000	105,000	110,250
Support staff (Technical/scientific officer, 0.5 FTE)	40,000	40,000	40,000
Sub-total 1.1	140,000	145,000	150,250
Staff support			
Travel - fares	20,000	20,000	15,000
Travel allowance	10,000	10,000	8,000
Subsistence for secondments	20,000	20,000	25,000
Staff oncosts	30,000	33,000	36,000
Staff training	3,000	3,000	3,000
Recruitment for Executive Secretary	10,000		
Sub-total 1.2	93,000	86,000	87,000
Operational costs			
Lease of office accommodation	0	0	0
Auditor and accountant	0	0	0
Insurance	5,000	5,000	5,000
Office equipment	5,000	5,000	5,000
Maintenance of equipment	2,000	2,000	2,000
Light and power	0	0	0
Printing and copying	10,000	10,000	10,000
Stationery	2,000	2,000	2,000
Telecommunications	2,000	2,000	2,000
Miscellaneous	5,000	5,000	5,000
IT support and web development/maintenance	30,000	20,000	20,000
Translations - website, correspondence	15,000	15,000	15,000
Representation expenses	5,000	5,000	5,000
Sub-total 1.3	81,000	71,000	71,000
Total Appropriation 1 - Secretariat	314,000	302,000	308,250

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	2007	2008	2009
	AUD\$	AUD\$	AUD\$
Appropriation 2 - MEETINGS OF THE PARTIES			
Interpretation / Translation Costs			
Simultaneous interpretation			30,000
Hire of interpretation equipment			10,000
Translation of documents			40,000
Sub-total 3.1	0	0	80,000
Hire of venue (including catering)			20,000
Hire of equipment (photocopiers, computers etc)			10,000
Support staff			15,000
Printing of meeting documents/report			5,000
Sub-total 3.2	0	0	50,000
Sponsorship			
Sponsorship of Experts			3,000
Sponsorship of Delegates			22,000
Sub-total 2.3	0	0	25,000
Total Appropriation 2 - Meeting of the Parties	0	0	155,000
Appropriation 3 - ADVISORY COMMITTEE			
Interpretation			
Simultaneous interpretation	20,000	20,000	
Hire of interpretation equipment	10,000	10,000	
Translation of meeting documents	40,000	40,000	
Sub-total 3.1	70,000	70,000	0
Venue and meeting support costs			
Hire of venue (including catering)	20,000	20,000	
Hire of equipment (photocopiers, computers etc)	10,000	10,000	
Printing of meeting documents/report	5,000	5,000	
Support staff	15,000	15,000	
Sub-total 3.2	50,000	50,000	0

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	2007	2008	2009
	AUD\$	AUD\$	AUD\$
Sponsorship			
Sponsorship of experts	15,000	15,000	
Sponsorship of delegates			
Sub-total 3.3	15,000	15,000	0
Total Appropriation 3 - Advisory Committee	135,000	135,000	0
Sub-total (1-4)	449,000	437,000	463,250
Inflation 5%		22,450	21,850
TOTAL RECURRENT EXPENDITURE (1-3)	449,000	459,450	485,100
Average Annual Budget		464,517	

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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 58/1 B, March 2004) 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 (currently Resolution 58/1 B, March 2004) 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%;

$\sum GNI\% ACAP$ 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%;

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$GNI_{pc}\%$ 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

$\sum \% Contribution_1$ 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:

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

$$\bullet \left(1 - [(0.20 \bullet Parties > 20\%) + (\sum \% Contribution_1)] \right) \bullet 100 \bullet ACAP Budget$$

(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;

$\sum GNI_{pc}\% ACAP Parties < 20\%$ 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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Appendix C

Contributions based on the Agreement Budget 2007 – 2009

	2007	2008	2009
Argentina	17,298	17,701	18,689
Australia	87,794	89,837	94,852
Chile	15,120	15,472	16,335
Ecuador	472	483	510
France	89,800	91,890	97,020
New Zealand	36,810	37,667	39,770
Peru	2,286	2,339	2,470
South Africa	19,820	20,282	21,414
Spain	89,800	91,890	97,020
United Kingdom	89,800	91,890	97,020
	449,000	459,450	485,100

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.4

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; and

Recognising that there are inconsistencies between the Financial Regulations and the Rules of Procedure for the Meeting of the Parties;

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

Agrees:

1. to adopt the revised version of the 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 January and ending 31 December, 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 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).

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- 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 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).

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- 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 the financial 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 issues invoices for contributions between 30 and 90 days before the start of the Financial 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 One hundred and fifty days after the beginning of the financial 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;
- (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

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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 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 Fund from which the investment was made.

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:

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- (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 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 31 March each year, annual financial statements showing, for the previous financial year:

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- (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.
- 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

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

Details of Appropriation	Expenditure	Expenditure	Estimated Expenditure	Budget	Budget	Budget
	Year 1 (AUD\$)	Year 2 (AUD\$)	Year 3 (AUD\$)	Year 1 (AUD\$)	Year 2 (AUD\$)	Year 3 (AUD\$)
Appropriation 1						
Operation of the Secretariat						
- Staff Salaries						
- Staff Support						
- Operation Costs						
Total						
Appropriation 2						
Meetings of the Parties						
- Hire of venue						
- Interpretation						
- Sponsorship						
Total						
Appropriation 3						
Meetings of the Advisory Committee						
- Hire of venue						
- Interpretation						
- Sponsorship						
Total						
Appropriation 4						
Advisory Committee Work Programme						
- Project 1						
- Project 2						
Total						

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.5

Proposal to amend Annex 1 of the Agreement

Noting the recommendations of the Advisory Committee which endorsed the conclusions of its Taxonomy Working Group;

Noting also available data do not warrant the recognition of the Antipodean Albatross (*Diomedea antipodensis*) and Gibson's Albatross (*Diomedea gibsoni*) at the specific level;

Noting also available data do not warrant the recognition of the Buller's Albatross (*Thalassarche bulleri*) and Pacific Albatross (*Thalassarche nov. sp. (platei)*) at the specific level; and

Noting also available data warrant the recognition of Shy Albatross (*Thalassarche cauta*) and White-capped Albatross (*Thalassarche steadi*) as divergent and diagnosable species;

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

Agrees:

1. in accordance with Article XII(5), to amend Annex 1 of the Agreement as set out in Appendix A.

Appendix A

Annex 1. Albatross and Petrel Species to which the Agreement will apply.

Albatrosses (19 species)

Diomedea exulans
Diomedea dabbenena
Diomedea antipodensis
Diomedea amsterdamensis
Diomedea epomophora
Diomedea sanfordi
Phoebastria irrorata
Thalassarche cauta
Thalassarche steadi
Thalassarche salvini
Thalassarche eremita
Thalassarche bulleri
Thalassarche chrysostoma

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Thalassarche melanophrys
Thalassarche impavida
Thalassarche carteri
Thalassarche chlororhynchos
Phoebetria fusca
Phoebetria palpebrata

Petrels (7 species)

Macronectes giganteus
Macronectes halli
Procellaria aequinoctialis
Procellaria conspicillata
Procellaria parkinsoni
Procellaria westlandica
Procellaria cinerea

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.6

Advisory Committee Work Programme

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

Reminded that the first Session of the Meeting of the Parties agreed to the establishment of an Advisory Committee and a work programme for this Committee;

Noting that the second meeting of the Advisory Committee developed a work programme for the period 2007-2009 (AC2 Doc 16) taking into consideration the outcomes of its meetings and the workshop preceding the first Session of the Meeting of the Parties; and

Aware that the tasks relating to seabird bycatch issues would need to be reviewed by the newly formed Seabird Bycatch Working Group and amended, if necessary;

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

Agrees:

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

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Appendix A

DRAFT ADVISORY COMMITTEE WORK PROGRAMME 2007-2009

	Topic/Task	Responsible group	Timeframe	Detail (where relevant, an indicative cost in Australian dollars is given)
1	Taxonomy and Annex 1 Review			
1.1	Review the evidence supporting the specific status of selected ACAP taxa.	Taxonomy WG, and AC	By AC3 (2007)	Review the evidence supporting the specific status of the following taxa: Buller's and Pacific albatrosses Northern and southern royal albatrosses Indian and Atlantic yellow-nosed albatrosses Chatham and Salvin's albatrosses Northern and southern giant-petrels Black and Westland petrels White-chinned and spectacled petrels
1.2	Construct a morphological and plumage database	Taxonomy WG	By AC3 (2007)	Construct a morphological and plumage database, then canvas for, collate, archive and summarise available data (AU\$ 2500)
1.3	Assess the utility of the subspecies rank for ACAP purposes	Taxonomy WG and AC	By AC3 (2007)	Assess the utility of the subspecies rank for ACAP purposes and if appropriate develop guidelines for the recognition of subspecific status
1.4	Maintain the Taxonomy WG's bibliographic database	Taxonomy WG	Ongoing	Maintain the Taxonomy WG's bibliographic database (AU\$ 500)
1.5	Provide annual reports to AC on WG activities	Taxonomy WG	AC3, AC4, AC5	Provide annual reports to AC on Taxonomy WG activities
1.6	Draft amendments to Annex 1 of the Agreement	Taxonomy WG	AC5 (2009)	Only if needed
1.7	Move the Taxonomy WG website to the ACAP Secretariat	Chair of Taxonomy WG	AC3 (2007)	A website only accessible by WG members has been created elsewhere; this would be appropriately managed by the Secretariat (AU\$ 700)
1.8	Develop a framework to guide the listing of further species in Annex 1	South Africa & Australia	AC3, AC4	First draft was considered at AC2
2	Review of Status and Trends			
2.1	Identify national coordinators to compile and submit data.	Chair of STWG (with Secretariat)	As soon as possible	Remaining Parties to notify (Interim) Secretariat of national coordinators/ STWG members
2.2	Annual data collation and submission	STWG	Ongoing	Compiled data from Parties, SCAR etc. to be submitted annually to (Interim) Secretariat.
2.3	Further develop and enter data to database	STWG	Ongoing	(AU\$ 7500)
2.4	Undertake gap analysis	STWG and AC	AC3, AC4, AC5	Review data and provide recommendations to Parties
2.5	Encourage Parties to fill gaps in data	STWG and AC	AC3, AC4, AC5	
2.6	Establish agreed process for analyses of trends	STWG	By end February 2007	Continue assessment of relevant and appropriate statistical approaches to analyses of trend data

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	Topic/Task	Responsible group	Timeframe	Detail (where relevant, an indicative cost in Australian dollars is given)
2.7	Further develop proforma for ACAP species assessments	STWG	By end March 2007	Refine draft of species assessment (AU\$ 5000)
2.8	Coordinate synthesis based on species conservation assessments	STWG	By AC3 (2007)	Prepare first assessments and develop executive summary of species assessments (AU\$ 36,800)
2.9	Complete series of species assessments	STWG	By end October 2007	(AU\$ 45,600)
2.10	Develop strategy of publication of species assessments in public domain – web, print, electronic	STWG	By end November 2007	Finalise and implement communication strategy for species assessments. (AU\$ 27,200)
2.11	Provide and consider annual reports to AC on WG activities	STWG and AC	AC4, AC5, AC6	
2.12	Maintenance of database, data quality assurance, review and input	STWG	AC4, AC5, AC6	(AU\$ 5000 per year)
3	Protection of Breeding Sites and Status of Non-Native Species			
3.1	Identify national coordinators to compile and submit data.	Chair of BSWG	Ongoing	Remaining Parties to notify (Interim) Secretariat of national coordinators/ BSWG members
3.2	Data submission from Parties 2 nd tranche (remaining data) 3 rd tranche (newly collected data)	BSWG	By Dec. 2006 Annually	Seek detail on any outstanding breeding site not already covered by submissions
3.3	Revise the database lists and structures following the recommendations made at AC2	BSWG	By end December 2006	Including revision of the list of threats
3.4	Develop a list of alien species	BSWG	December 2006	A list of alien species of relevance to the conservation of ACAP species to replace the need for 'potential' threats to be identified for each alien species at each breeding site
3.5	Develop analyses as set out in the report of the BSWG of June 2006	BSWG	By end March 2007	Refine and implement analyses to enable priority sites / threat management actions and data gathering priorities to be identified (AU\$ 22,500)
3.6	Review analyses of data and gaps. Recommend priority sites / threat management actions. Recommend data-gathering priorities	BSWG and AC	At meeting prior to AC3 and at AC3	Review the range of analyses conducted under 3.12 at the BSWG meeting in 2007, and recommend for the AC
3.7	Work with other ACAP WGs to report on analyses of threats to ACAP species	BSWG	By AC3 (2007) and ongoing	Development of ACAP species conservation assessments

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	Topic/Task	Responsible group	Timeframe	Detail (where relevant, an indicative cost in Australian dollars is given)
3.8	Produce best-practice conservation guidelines for ACAP Species breeding sites			Identify and access information from current and planned programmes that address land-based threats. Information currently derived via national reports. Encourage and support adoption of existing and appropriate mitigation measures and/or eradication programmes (AU\$ 30,000)
3.9	Identification of Internationally Important Breeding Sites	IASOS on behalf of ACAP	By AC3 (2007)	Preparation of discussion paper based on review of existing criteria that may assist in development of new criteria to identify Internationally Important Breeding Sites critical for Annex 1 species.
3.10	Provide and consider annual reports to AC on WG activities	BSWG and AC	AC4, AC5, AC6	
4.	Fisheries interaction			
4.1	Analysing existing remote tracking data and complete initial reports on overlaps with fisheries	BirdLife under contract to ACAP	By December 2006	Analyse the distribution data for all ACAP species within areas managed by key RFMOs (This text is as was in original AC work plan and overlaps heavily with Item 1 of SBWG indicative work plan) (AU\$ 25,000)
4.2	Establish Seabird Bycatch Working Group	Chair of SBWG (with Secretariat)	AC3 (2007)	Chair to seek nominations from all Parties/interested Range States and to further develop Terms of Reference
4.3	Develop a strategy for ACAP and Parties to engage and assist RFMOs and other relevant international and national bodies to assess and minimise bycatch of albatrosses and petrels	SBWG	MoP2, AC3	
4.4	Review and utilise available information on foraging distribution and seabird bycatch to assess the risk of fishing operations on ACAP species in fishing regions (e.g. RFMO areas of competence, national EEZs)	SBWG	AC3	Note overlap with 4.1, use output from BirdLife contract (AU\$ 30,000)
4.5	Review information on mitigation measures for fishing methods known to impact albatrosses and petrels	SBWG	AC3	Initial work should focus on pelagic longline methods
4.6	Develop products to assist RFMOs and other relevant international and national bodies in reducing seabird bycatch.	SBWG	AC3, AC4	These could include: observer programme designs including protocols for the collection of seabird bycatch data, analytical methods for assessing seabird bycatch, best-practice mitigation measures (AU\$ 30,000)

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	Topic/Task	Responsible group	Timeframe	Detail (where relevant, an indicative cost in Australian dollars is given)
4.7	Assist in the preparation, adoption and implementation of FAO NPOA-Seabirds	SBWG (and Parties)	AC3, AC4, AC5	This may include development of best practice guidelines.
4.8	Develop materials and guidelines to assist ACAP representatives attending RFMO and other relevant meetings to maximise effective participation and consideration of issues relevant to ACAP	SBWG	AC3, AC4, AC5	These materials would be above and beyond those outlined above (AU\$ 30,000)
4.9	Provide and consider annual reports to AC on WG activities	SBWG and AC	AC4, AC5, AC6	
5.	Capacity building			
5.1	Develop strategy for capacity building	AC	AC3	
5.1	Identify needs for capacity building	AC	AC3	Seek advice from Parties and Range States on obstacles preventing implementation of ACAP.
5.2	Identify sources of funding for capacity building	AC	2006/09	
5.3	Support applications for funding from e.g. GEF	AC	2006/09	
5.4	Technical Cooperation	AC	2006/09	Identify opportunities for assisting Parties and Range States through exchange of skills, knowledge, training, and other resources.
6.	Indicators			
6.1	Develop a system of indicators for the success of the ACAP Agreement	BirdLife, South Africa and New Zealand	AC4, AC5	Develop a system of indicators to measure the collective success of the Parties to the Agreement
7.	Collation of information on research, legislation and organisations/individuals concerned with albatrosses and petrels			
7.1	Develop a database of relevant scientific literature	AC with Parties, [volunteer]	AC3, AC4	Once developed, this would be passed to Secretariat for maintenance. There are many existing individual initiatives. (AUD 2000)
7.2	Develop a directory of relevant legislation	AC with Parties, [volunteer]	AC5	This will help Parties/AC in reducing their reporting needs and could potentially also be useful to any Party wishing to develop further legislation. Once assembled, this would be passed to Secretariat for maintenance. (AUD 500)

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	Topic/Task	Responsible group	Timeframe	Detail (where relevant, an indicative cost in Australian dollars is given)
7.3	Develop a list of authorities, research centres, scientists and non-government organisations relevant to ACAP	AC with Parties, [volunteer]	AC3, AC4, AC5	This will help Parties/AC in reducing their reporting needs. Once assembled, this would be passed to Secretariat for maintenance. (AUD 500)
8.	Secretariat oversight			
8.1	Budget matters	AC	Ongoing	Process matters that arise as a result of the Financial Regulations and consider a report on these matters prepared by the Executive Secretary
8.2	Staff matters	AC	Ongoing	Process matters that arise as a result of the Staff Regulations and consider a report on these matters prepared by the Executive Secretary

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.7

Terms of Reference for Reviewing the Effectiveness of the Secretariat

Recalling Article VIII (14) of the Agreement, which requires the Meeting of the Parties to review the effectiveness of the Secretariat in facilitating the achievement of the objective of the Agreement at every third Session of the Meeting of the Parties; and

Noting that Article VIII (14) requires that terms of reference for this review be agreed to at the previous Meeting of the Parties;

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

Agrees:

1. to establish a body (the Review Body) comprising no less than two-thirds of the Parties to undertake the review;
2. that the Parties participating in the review are not bound by the findings of the Review Body;
3. that the Terms of Reference of the Review Body will be to:
 - a) undertake a review of the effectiveness of the Secretariat in facilitating the achievement of the Agreement's objectives;
 - b) seek the views of all Parties and interview the Chair of the Advisory Committee and the Executive Secretary;
 - c) prepare a report for the third Session of the Meeting of the Parties with recommendations as appropriate for enhancing the effectiveness of the Secretariat in achieving the Agreement's objective; and
 - d) prepare, as necessary, revised performance indicators to allow for quantifiable assessment of the Secretariat's performance; and
4. to the Performance Indicators in Appendix A and that they will be used in the review.

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Appendix A

Performance Indicators for Measuring the Effectiveness of the Secretariat of the Agreement on the Conservation of Albatrosses and Petrels

- 1) All relevant information and meeting documents will be provided to the Parties within the timeframes specified by the Agreement;
- 2) All necessary staffing, logistics, interpretation, and other administrative arrangements required by the Parties will be carried out in coordination and consultation with the host governments of meetings;
- 3) All decisions will be executed, as required, in such a manner that is consistent with the Meeting of the Parties' intent, prioritising as appropriate within the limited available resources;
- 4) Facilitation and coordination activities, in accordance with the directions of the Meeting of the Parties or the Advisory Committee, will be carried out, as required, to fulfil the objectives of the Agreement;
- 5) Other international and national organisations and institutions are contacted, as appropriate, on matters related to achieving the objectives of the Agreement;
- 6) Other organisations are informed of the activities of the Agreement in order to facilitate information and technology exchange and to maintain a favourable conservation status for albatrosses and petrels;
- 7) A report on the status of the budget for the implementation of the Agreement, is prepared and provided in accordance with timescales set by the Meeting of the Parties;
- 8) The Agreement's budget is executed in a responsible, efficient, and accountable manner and in accordance with the financial regulations for the Agreement;
- 9) Assistance is provided to Parties, through the website, in their efforts to educate the general public about the Agreement and its objectives;
- 10) A system of performance indicators is provided to measure the effectiveness and efficiency of the Secretariat in facilitating the achievement of the objectives of the Agreement;
- 11) The Meeting of the Parties is provided with all information relevant to the effective functioning of the Agreement in accordance with Article VIII (10); and
- 12) The staff of the Secretariat follows the directions of the Executive Secretary, as required by the Meeting of the Parties.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.8

**Resolution on Adoption of the IUCN Red List of Threatened Species as an Interim
Headline Indicator**

Noting that at the first meeting of the Advisory Committee the IUCN Red List of Threatened Species was identified as a useful headline indicator to monitor the success of the Agreement in achieving its objectives;

Recognising that in the longer term a more temporally responsive and targeted population trend-based indicator will be developed by the Agreement;

Recalling that the second meeting of the Advisory Committee recommended to continue the development of indicators to measure the success in achieving and maintaining a favourable conservation status for albatrosses and petrels;

Noting that the Advisory Committee agreed that the outputs of the Breeding Sites, Status and Trends, and Seabird Bycatch Working Groups could be used in the future development and refinement of a suite of indicators; and

Aware, however, that such outputs were determined by the Advisory Committee to be not yet sufficiently advanced to inform the development of such indicators at the present time;

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

Agrees:

1. the IUCN Red List of Threatened Species will serve as an interim headline indicator until such time as the outputs from the Breeding Sites, Status and Trends, and Seabird Bycatch Working Groups are able to adequately inform the indicators.

AGREEMENT ON THE CONSERVATION OF ALBATROSSES AND PETRELS

Resolution 2.9

Nomenclature in relation to disputed territories

Noting Article XIII (1)(c) of the Agreement on the Conservation of Albatrosses and Petrels ("ACAP") which protects the position of any Party in respect of any right or claim or basis of claim to territorial sovereignty, or its recognition or non-recognition thereof within the area to which this Agreement applies;

Aware nevertheless that issues relating to nomenclature in relation to certain territories have been the subject of exchanges between the Parties;

Noting that the ACAP is an AGREEMENT within the meaning of Article IV (3) of the Convention on the Conservation of Migratory Species of Wild Animals ("CMS"), and that the CMS was negotiated under the auspices of the UN Environment Programme and that its Secretariat is provided by UNEP officials;

Noting further that the UN has an established practice on wording to be used by members of staff of the UN Secretariat in references to the Falkland Islands;

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

Decides that, in respect of the Falkland Islands, South Georgia and the South Sandwich Islands, the Secretariat of ACAP should use the following double nomenclature in all documents authored by the Secretariat or other organs of the Agreement.

1. In English language texts: "Falkland Islands (Islas Malvinas)";
"South Georgia and the South Sandwich Islands (Islas Georgias del Sur e Islas Sandwich del Sur)"

In Spanish language texts: "Islas Malvinas (Falkland Islands)";
"Islas Georgias del Sur e Islas Sandwich del Sur (South Georgia and the South Sandwich Islands)".

In French language texts: "Iles Falkland (Falkland Islands/Islas Malvinas)".
"Iles Géorgie du Sud et Iles Sandwich du Sud (South Georgia and the South Sandwich Islands/ Islas Georgias del Sur e Islas Sandwich del Sur)".

2. In situations where abbreviations are used e.g. in databases/spreadsheets/reporting forms the form "fk (mal)" or "mal (fk)" should be used for the Falkland Islands (Islas Malvinas), and SGSSI (IGSISS) or

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IGSISS (SGSSI) for South Georgia and the South Sandwich Islands (Islas Georgias del Sur e Islas Sandwich del Sur).

3. In addition, where a reference to the “Falkland Islands (Islas Malvinas)”; “South Georgia and the South Sandwich Islands (Islas Georgias del Sur e Islas Sandwich del Sur)” or their abbreviations may raise or bear upon the question of sovereignty over these territories and the surrounding marine areas, it should be accompanied by a note or footnote as follows:

“A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning 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”.

4. The only exceptions to the above to be permitted would be in the verbatim reproduction of a speech or text in which the speaker or author has used a different terminology.

**RULES OF PROCEDURE FOR THE MEETING OF THE
PARTIES TO THE AGREEMENT ON THE CONSERVATION OF ALBATROSSES
AND PETRELS¹**

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

¹ These rules of procedure are taken from ANNEX 4 of the Report of the First Session of the Meeting of the Parties (ACAP/MOP1/Doc.11 Rev 6).

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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.
- (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.

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- (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.
- (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.

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.

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- (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;

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- c) draft the report of the Session, for consideration by the Meeting of the Parties;
- 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;

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- 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 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

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- (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

- (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.

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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 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.

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- (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

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have been submitted. The Meeting of the Parties may, after voting on a proposal, decide whether to vote on the next proposal.

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.

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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.
- (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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Annex 11

AGREEMENT SECRETARIAT WORK PROGRAMME 2007-2009

	Topic/Task	MoP or other mandate	Timeframe	Detail
1	ADVISORY COMMITTEE MEETING 3			
1.1	Undertake meeting arrangements.	Article X.a	2007	Venue Valdivia, Chile, date to be confirmed
1.2	Prepare papers to assist the Advisory Committee as required		2007	
1.3	Prepare meeting report and distribute to all Parties	Article X.a	Within 6 weeks of end of meeting	
2	ADVISORY COMMITTEE MEETING 4			
2.1	Undertake meeting arrangements.	Article X.a	2008	Venue to be confirmed
2.2	Prepare papers to assist the Advisory Committee as required		2008	
2.3	Prepare meeting report and distribute to all Parties	Article X.a	Within 6 weeks of end of meeting	
3	MEETING OF THE PARTIES 3			
3.1	Undertake meeting arrangements	Article X.a	November 2009	Offers to host meeting are sought.
3.2	Prepare papers to assist the Meeting of the Parties as required		Ongoing	
3.3	Prepare meeting report and distribute to all Parties	Article X.a	Within 60 days of end of meeting	
5	MANAGEMENT OF SECRETARIAT			
5.1	Administer the budget for the Agreement and, if established, the Special Fund provided for in Article VII (3);	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	

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	Topic/Task	MoP or other mandate	Timeframe	Detail
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	
5.4	Redevelop the ACAP website to improve utility of the site in informing Parties and others of developments in the implementation of the Agreement	Article X.h	June 2007	
5.5	Continuously update and maintain the ACAP website	Article X.h	Ongoing	
5.6	Report to the 3rd session of the Meeting of the Parties on the effectiveness and efficiency of the Secretariat in terms of the performance indicators developed at MoP2 (MoP2 Doc. 17)	Article X.i	November 2009	
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 October 2008	
5.8	Represent the Agreement at meetings of other intergovernmental agreements, as appropriate	Article X.d Article XI	As required	
5.9	Prepare a report on Secretariat activities for AC 3		May 2007	
5.10	Prepare a report on Secretariat activities for AC 4		May 2008	
5.12	Prepare a report on Secretariat activities for MoP 3	Article X f)	February 2009	

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	Topic/Task	MoP or other mandate	Timeframe	Detail
5.13	Finalise Headquarters Agreement with Australian Government as directed by the Meeting of the Parties	MoP2	June 2007	
5.14	Recruit staff to Executive Secretary and Technical Officer positions on entry into force of Headquarters Agreement	MoP2	November 2007	
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	
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)	February 2009	
6.3	Assist the Chair of the Seabird Bycatch Working Group in coordinating the work of the Group	Article X k)	Ongoing	
6.4	Assist the Chair of the Status and Trends Working Group in coordinating the work of the Group	Article X k)	Ongoing	
6.5	Assist the Chair of the Taxonomy Working Group in coordinating the work of the Group	Article X k)	Ongoing	
6.6	Assist the Chair of the Breeding Sites Working Group in coordinating the work of the Group	Article X k)	Ongoing	
6.7	Develop and maintain databases essential for the work of the Agreements four working groups		Ongoing	
6.8	As directed by the Advisory Committee, develop and maintain a database of relevant scientific literature	AC	AC3, AC4	

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	Topic/Task	MoP or other mandate	Timeframe	Detail
6.9	As directed by the Advisory Committee, develop and maintain a directory of relevant legislation	AC	AC4	This will help Parties/AC in reducing their reporting needs and could potentially also be useful to any Party wishing to further develop legislation. Once assembled, this would be passed to Secretariat for maintenance.
6.10	As directed by the Advisory Committee, develop a list of authorities, research centres, scientists and non-government organisations relevant to ACAP	AC	AC3, AC4, AC5	This will help Parties/AC in reducing their reporting needs. Once assembled, this would be passed to Secretariat for maintenance.
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	2008	
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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	Topic/Task	MoP or other mandate	Timeframe	Detail
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	Identify and resolve inconsistencies in the Agreement text and Agreement instruments and bring to the attention of the Advisory Committee and Meeting of the Parties		May 2007 January 2009 Ongoing	The Secretariat has already identified a number of inconsistencies within the Agreement text and between the Agreement Articles and instruments such as the Financial Regulations and Rules of Procedures. A complete review is necessary so that these can be brought to the attention of the Advisory Committee and Meeting of the Parties for resolution. Examples include the need to define 'Signatory' and 'Party'.

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	Topic/Task	MoP or other mandate	Timeframe	Detail
8.	Capacity Building			
8.1	Assist the Advisory Committee and Parties with technical cooperation and capacity building	Article IV 2	AC3 Ongoing	Seek advice from Parties and Range States on obstacles preventing implementation of ACAP. Identify opportunities for assisting Parties and Range States through exchange of skills, knowledge, training, and other resources.

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Annex 12

LIST OF PARTICIPANTS AT THE SECOND MEETING OF THE PARTIES TO THE AGREEMENT ON ALBATROSSES AND PETRELS

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Agenda

1. Official opening and opening remarks
2. Procedural Issues 2.1. Adoption of Agenda 2.2 Opening Statements 2.3. Proposed Amendments to the MoP Rules of Procedure 2.4. Establishment of Credentials Committee 2.5 Nomenclature
3. Reports 3.1. Report of Credentials Committee 3.2. Report of the Depository 3.3. Report of the Interim Secretariat 3.4. Interim 2006 Financial Report 3.5. 2005 Financial Statements and Audit Report 3.6. Report on Implementation of the Agreement 3.7. Report of the Advisory Committee 3.8 Reports of Observers
4. Operation of the Secretariat 4.1. Headquarters Agreement 4.2. Staff Regulations 4.3. Amendments to the Financial Regulations 4.4. Secretariat Work Programme 2006-09 4.5. Proposed Indicators to Measure the Performance of the Secretariat 4.6. Review of the Effectiveness of the Secretariat
5. Operation of the Meeting of the Parties 5.1. Intersessional Consultation Process 5.2. Timing of Meetings
6. Operation of the Advisory Committee 6.1. Advisory Committee Work Programme 6.2. Representation at International Meetings
7. Operation of the Agreement 7.1. Agreement Budget 2007-2009 7.2. Scale of Contributions 7.3. Changes in the Conservation Status of Albatrosses and Petrels 7.4. Amendments to the Action Plan 7.5. Proposed Indicators to Measure the Success of ACAP 7.6. Amendment to Reporting Format for the Report on the Implementation of the Agreement 7.7. Proposed Amendment to Annex 1

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8. Provisional Date and Venue of the Third Meeting
9. Other Business
10. Closing Remarks
11. Adoption of MoP2 Report
12. Closure of the Meeting

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No.	Title	Author
Doc 1	Provisional Agenda	Secretariat
Doc 2	Annotated Agenda	Secretariat
Doc 3	Meeting Schedule	Secretariat
Doc 4	List of Meeting Documents	Secretariat
Doc 5	List of Meeting Participants	Secretariat
Doc 6	Amendments to Rules of Procedure	Secretariat
Doc 7	Report of the Depository	Australia
Doc 8	Report of the Interim Secretariat	Secretariat
Doc 9	Interim Financial Report 2006	Secretariat
Doc 10	2005 Financial Report and Auditor's Report	Australia
Doc 11	Report on Implementation of the Agreement	Advisory Committee
Doc 12	Report of the Advisory Committee	Advisory Committee
Doc 13	Draft Headquarters Agreement	Australia
Doc 14	Staff Regulations for the Agreement Secretariat	Secretariat
Doc 15	Amendments to Financial Regulations	Secretariat
Doc 16	Secretariat Work Programme 2007-2009	Secretariat
Doc 17	Proposed Indicators to Measure the Performance of the Secretariat	Secretariat
Doc 18	Review of the Effectiveness of the Secretariat	Secretariat
Doc 19	Intersessional Consultation Process – Secretariat	Secretariat
Doc 21	Representation at International Bodies	Secretariat
Doc 22	Timing of Meetings	Secretariat
Doc 23	Advisory Committee Work Programme	Advisory Committee

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Doc 24	Agreement Budget 2007-2009	Secretariat
Doc 25	Scale of Contributions	Secretariat
Doc 26	Changes in the Conservation Status of Albatrosses and Petrels	Advisory Committee
Doc 27	Amendments to the Action Plan	Advisory Committee
Doc 28	Proposed Indicators to Measure the Success of ACAP	BirdLife International/NZ/South Africa
Doc 29	Amendment to Reporting Format for the Report on the Implementation of the Agreement	Advisory Committee
Doc 30	Proposed Amendment to Annex 1	New Zealand
Info 1	Global Environmental Facility/UNDP project proposal to increase the sustainability of Southern Ocean longline fisheries	BirdLife International
Info 2	ACAP Species Assessments	Advisory Committee
Info 3	BirdLife International Global Seabird Programme	BirdLife International
Info 4	Excerpts from the 25 th meeting of CCAMLR XXV Reports	New Zealand
Info 5	Update on Southern Seabird Solutions Activities	New Zealand
Info 6	Observer's Report on Meetings of the Inter-American Tropical Tuna Commission (IATTC), 2006	USA
Info 7	South East Atlantic Fisheries Organisation Commission Annual Scientific Committee Meeting 2006	South Africa
Info 8	Current IUCN Red List Status of Albatrosses and Petrels on Annex 1 of ACAP	BirdLife International
Info 9	Argentina Country Report	Argentina

**NEW ZEALAND WORKING WITH OTHER COUNTRIES TO PROTECT
ENDANGERED ALBATROSSES AND PETRELS**

Members of an international treaty to protect southern hemisphere albatrosses and petrels have launched a three-year work plan to secure the seabirds' future, at a meeting in Christchurch this week.

"Of the 28 species of albatross and petrel that are covered by the treaty, 18 are native to New Zealand but they spend much of their lives beyond our jurisdiction," meeting chair Bill Mansfield of New Zealand said today.

"That's why it is not enough for New Zealand to take conservation measures on its own – New Zealand needs the help of all other countries in southern temperate latitudes. The same is true for these other countries. As just one example the Chatham albatross breeds here and is considered a native species in New Zealand. However it spends much of its life feeding in the Humboldt Current and is familiar to mariners off Ecuador, Peru and Chile."

Argentina, Chile, Peru, Ecuador, Uruguay, New Zealand, Australia, South Africa, Brazil, France, the United States and the United Kingdom attended the second meeting of the Agreement on the Conservation of Albatrosses and Petrels.

Signatories to the agreement have agreed to tackle key threats to albatrosses and petrels, namely, animal pests at breeding sites, pollution including from eating plastic rubbish, and accidental capture in fishing operations.

Reports tabled at the meeting show that all of the albatrosses and petrels listed in the agreement are under threat. The status of these species ranges from Near Threatened to Critically Endangered.

Initiatives agreed to include completing a database of information covering the hundreds of seabird breeding sites and feeding areas, and sharing of information on pest control methods and ways of reducing fishing threats. This will help governments prioritise what needs to be done in each region to conserve these birds, and the methods available to do so, Mr Mansfield said.

"The fact that so many countries are part of this agreement is an excellent start to protecting albatrosses and petrels, many of which are endangered and are in decline" Mr

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Mansfield said. "The three-year work plan that has been agreed to will get all 10 member countries engaged in this task."

Delegates at the meeting said that accidental capture in fishing operations was a key issue for seabird conservation in their countries. Member countries would also work with regional fisheries organisations on this issue.

END

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