

# **Bonn Agreement Rules of procedure<sup>1</sup>**

## **General**

1. It shall be the duty of meetings of the Contracting Parties to the Bonn Agreement to take all the necessary decisions in order to reach the objectives of the Bonn Agreement and in particular:
  - a. to exercise overall supervision over the implementation of this Agreement;
  - b. to review the effectiveness of the measures taken under this Agreement;
  - c. to carry out such other functions as may be necessary under the terms of this Agreement.

## **Meetings of Contracting Parties and subsidiary bodies**

2. Ordinary meetings of the Contracting Parties shall take place at regular intervals, normally annually, on being convened by the Secretary in consultation with the Contracting Party holding the Presidency and with the Contracting Party responsible for the organisation of the meeting. This latter responsibility shall rotate among the Contracting Parties according to English alphabetical order. The time and place of such meetings shall, to the extent possible, be decided by the Contracting Parties either at the preceding meeting or by correspondence between the Contracting Party responsible for the organisation of the meeting and the other Contracting Parties.
3. Extraordinary meetings shall only be convened by the Contracting Party holding the Presidency if requested to do so by at least three delegations.
4. Each Contracting Party shall assign a Head of Delegation and for each meeting as many other delegates as it thinks appropriate.
5. Each Contracting Party should give the Secretary the number and names of delegates, if possible, 14 days before an ordinary meeting.
6. The presence of delegations representing at least two thirds of the Contracting Parties shall constitute a quorum for ordinary and extraordinary meetings.
7. For ordinary meetings of the Contracting Parties, the Secretary shall, in agreement with the Contracting Party holding the Presidency, circulate a proposed draft agenda at least two months before the meeting. Each Contracting Party shall be entitled to ask, up to five weeks before the meeting, for such subjects to be placed on the draft agenda as it desires to have discussed, if possible on the basis of an explanatory memorandum. The draft agenda shall be sent to all Contracting Parties at least one month before the date of the meeting. The draft agenda shall be adopted at the beginning of the meeting. Items may be added to the agenda with the unanimous approval of all Contracting Parties present but decisions on these items can only be taken if all Contracting Parties are represented.
8. A Working Group on Operational, Technical and Scientific Questions (OTSOPA) is established. The meeting of Contracting Parties shall establish annually a work programme for this working group. Except for:

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<sup>1</sup> As revised at Bonn 2019 – amendment to para 14 of the Rules of Procedure (see Bonn 19/12/1, §11.5). Revised at Bonn 2020 – amendment to paras 7 and 8 of the Financial Rules (see Bonn 20/12/1, §9.6)

- a. any question that the Bonn Agreement (other than under article 14(c)) or the Rules of Procedure (other than under rule 2(c)) provide shall be decided by a meeting of the Contracting Parties;
- b. any question involving a change to the budget of the Bonn Agreement; and
- c. any items in the OTSOPA work programme where a question is reserved for further consideration by the meeting of Contracting Parties (which should only be done exceptionally);

OTSOPA shall be authorised to approve action on any item in that work programme on behalf of the meeting of Contracting Parties, provided that at least two-thirds of the Contracting Parties are represented at its meeting. Such approval shall be given by consensus in accordance with rule 20.

9. The meeting of the Contracting Parties may set up such working groups as it may deem necessary to provide advice on subjects outside the terms of reference of OTSOPA such as legal issues and in general to perform such functions as may be required by the Contracting Parties.

10. The meetings of the Contracting Parties and of the working groups shall be held in private unless the meeting of the Contracting Parties, without objection of any of the Contracting Parties, decides otherwise.

## **Presidency**

11. The Contracting Parties shall elect one of their number to the Presidency and this office should rotate among the Contracting Parties, normally in English alphabetical order. A Contracting Party whose turn for election to the Presidency falls due may reserve the right to decline its election. The Contracting Party holding the Presidency shall inform in due time the other Contracting Parties of their nominee for Chairman. In acting as Chairman of the meeting of the Contracting Parties, the Chairman shall act in a neutral capacity and not as a delegate of that Contracting Party.

12. The Contracting Party concerned shall hold the Presidency for a period of two years.

13. The duties of the Contracting Party holding the Presidency shall be to preside over the meeting of the Contracting Parties, to carry out any duties entrusted to it by the meeting of the Contracting Parties and, in common with the other Contracting Parties, to take initiatives and put forward proposals to the meeting of the Contracting Parties which could promote the efficient operation of the Agreement.

## **Secretariat**

14. Secretariat functions required by the meeting of the Contracting Parties shall be provided by the Secretariat of the OSPAR Commission as employer. Secretariat functions to be provided by the OSPAR Commission shall include making submissions to grant-making or contract-awarding institutions for resources in connection with the work of the Bonn Agreement and receiving such resources on behalf on the Bonn Agreement if necessary. To the extent that the Executive Secretary of the OSPAR Commission performs certain functions which are contained in these Rules and financial rules, he shall report to the meeting of Contracting Parties.

15. For the purposes of these Rules and of the Financial Rules of the Bonn Agreement, "Secretariat" and "Secretary" mean the Secretariat and Executive Secretary of the OSPAR Commission.

16. The Secretary shall be responsible to the meeting of the Contracting Parties for drawing up budgets and calculating contributions and for the income and expenditure of the Agreement in a year in respect of which the Contracting Parties shall grant him discharge. He shall act as Secretary at the meetings of the Contracting Parties and shall perform any other tasks that may be entrusted to him by the meeting of the Contracting Parties or by the Contracting Party holding the Presidency.

17. For meetings of OTSOPA, the Secretariat will be responsible for collecting and circulating information and papers and for preparing the report of the meeting, with assistance of the Chairman of the Working Group as appropriate.

18. If additional ad hoc working groups are considered to be necessary outside the framework of OTSOPA, these will be conducted without the support of the Secretary or the Secretariat. When deciding to create an additional ad hoc working group, the meeting of Contracting Parties shall give due regard to the necessary arrangements for adequate secretarial assistance for the group's meetings.

## **Voting**

19. Each Contracting Party shall have one vote in the meeting of the Contracting Parties, subject to the provisions of Article 13 of the Agreement.

20. Decisions of the Contracting Parties shall be agreed by consensus of the Contracting Parties present and voting except where the Bonn Agreement or these Rules prescribe some other procedures. Delegations abstaining from voting shall be considered as not voting.

21. Decisions under Rule 2(c) and (e) of the Financial Rules shall be taken by unanimous vote of the delegations present and voting at the meeting.

22. In exceptional cases, on a proposal by the Chairman, a written vote may be held between meetings.

## **Documents**

23. All documents of the Bonn Agreement and its subsidiary bodies (including summary records) will be made available by the Secretariat to any person on request (with a payment towards the costs of preparation when appropriate), except documents which the originator, the Agreement or its subsidiary bodies do not consider it appropriate to make publicly available, such as draft reports which could be misleading and documents concerning budgetary, personnel, contractual and similar management issues. In the case of documents prepared by the Secretariat, the Secretary shall exercise the discretion given to the originator until the document is submitted to the Agreement or subsidiary body for which it is prepared. If the Secretary decides that it is not appropriate to make such a document available, the body to which it has been submitted may alter that decision after it has considered the document.

24. Documents which are not to be made publicly available should be clearly marked as "**RESTRICTED**" and should carry the footnote "The Bonn Agreement has decided that all documents of the Agreement can be made publicly available unless otherwise specified. Documents that are marked as "**RESTRICTED**" should not be made available to the public".

25. All documents submitted for discussion or information of the Bonn Agreement and its subsidiary bodies shall be received by the Secretariat at least 15 working days before the opening

of the meeting. Documents received after this deadline will be circulated as late ("L") documents and will only be discussed if the meeting of the Contracting Parties or the subsidiary body unanimously so decides. Documents prepared by the Secretariat which are not circulated at least 10 working days before opening of the meeting will be marked as "L" documents, but may in any case be discussed.

26. Reports of the meetings held within the framework of the Agreement, and proposals and recommendations, shall be sent by the Secretary to all Contracting Parties without delay.

27. The circulation of documents shall be by means of:

- a. placing the documents on the Bonn Agreement website;
- b. sending a notification direct to the contact point of each Contracting Party and observer that the documents have been up-loaded.

Where it is not practicable to circulate a document by electronic means, the Secretariat shall send a paper copy to each Contracting Party and observer.

## **Languages**

28. The official languages of the meeting of the Contracting Parties shall be English and French. A Contracting Party desiring to use any other language shall be entitled to do so if, at its own expense, it provides for translation and/or interpretation into the official languages.

29. Meetings of all subsidiary bodies shall be held in English only. A Contracting Party desiring to use any other language shall be entitled to do so if, at its own expense, it provides for translation and/or interpretation into English.

30. Reports of the Contracting Parties meetings and of OTSOPA meetings shall be made available in English and in French.

## **Observers**

31. The meeting of Contracting Parties may grant permanent observer status to States or to international intergovernmental organisations. This status applies only to meetings of Contracting Parties. The meeting of Contracting Parties may also grant permanent observer status to States or international intergovernmental organisations for meetings of OTSOPA.

32. The participation of any occasional observer of a state or of an international intergovernmental organisation in any meeting of the Contracting Parties or of OTSOPA is subject to the approval of all Heads of Delegation, whose views will be sought in each case by the Secretary. If no objections are made, the party concerned shall be invited to attend the meeting. A period of at least 15 days shall be allowed to Heads of Delegation to object to the presence of observers at meetings of the Contracting Parties or of OTSOPA; silence shall be taken as assent.

33. The participation of observers in other working groups, or in certain parts of these other working groups, is subject to the approval of all Heads of Delegation, whose views will be sought in each case by the Secretariat. If no objections are made, the party concerned shall be invited to attend the meeting. A period of at least 15 days shall be allowed to Heads of Delegation to object to the presence of observers at other working group meetings; silence will be taken as assent.

34. Upon receipt of requests from non-governmental organisations to attend particular meetings of the Contracting Parties or of working groups, perhaps only for certain items of the agenda or only for the opening of the meeting, the Secretary or the Secretariat will seek the views of Heads of Delegation and only accede to the request if there are no objections. Non-governmental organisations may submit information documents to the meeting.

35. Each Contracting Party or Head of Delegation to meetings has the right to ask the observers to withdraw for certain items of the agenda or for the discussion of a particular agenda item.

36. At meetings of the Contracting Parties, the Parties may also nominate observers to attend meetings of other international organisations.

## **Other**

37. A Contracting Party more than 12 months in arrears with its contributions shall not be eligible for election to the Presidency.

38. The meeting of the Contracting Parties shall decide what further action should be taken in respect of a Contracting Party more than 12 months in arrears with its contributions.

39. The financial arrangements of the Agreement are set out in the Financial Rules of the Bonn Agreement as at the Annex (including its appendices).

40. The meeting of Contracting Parties may nominate members of the Secretariat or delegates of Contracting Parties as representatives to meetings organised by other international organisations. Between meetings of the Contracting Parties, the Contracting Party holding the Presidency may make such nominations after consulting the Heads of Delegations of Contracting Parties. Where such a representative may have to express views on behalf of the Bonn Agreement, the Secretariat shall ensure that agreed guidance is provided to him/her. The representative shall follow such guidance. The function of such representatives is to act as a channel of communication between the Bonn Agreement and its Contracting Parties and other international organisations. They have no authority to enter into commitments or obligations on behalf of the Bonn Agreement or its Contracting Parties.

41. These Rules, including the Annex, may be amended at any meeting of the Contracting Parties by a unanimous vote. Proposals for amendment of these Rules should be circulated to Heads of delegations at least two months before a meeting.

## Financial Rules of the Bonn Agreement

### The Financial Year

1. The Agreement's financial year shall be from 1 January to 31 December.

### The Budget

2. Preparation and adoption of the budget:
  - (a) A draft budget shall be prepared by the Secretary for approval by the meeting of the Contracting Parties. The draft budget shall be accompanied by accounts showing the amount of appropriations and expenditure incurred for the preceding financial year and the amount of appropriations for the current financial year and shall be divided by function into chapters;
  - (b) The draft budget for the ensuing year shall be circulated by the Secretary to the Contracting Parties not less than 60 days before the meeting at which the budget is to be adopted. It shall include a draft statement of the contributions of Contracting Parties;
  - (c) The meeting of the Contracting Parties shall adopt the budget which shall contain all planned expenditure and all estimated revenue, the receipt of which can be estimated with confidence, for the financial year to which it relates;
  - (d) A non-binding outline budget of estimated expenditure for the three subsequent years shall be circulated at the same time;
  - (e) In the case of specific expenditures of an operational nature, a special budget may be prepared in accordance with the procedures set out above. The Meeting of Contracting Parties may adopt this budget and shall, in this case, determine the contributions to be made by the Contracting Parties.
3. The appropriations agreed by the meeting of the Contracting Parties for the ensuing financial year shall constitute an authorisation to the Secretary to incur obligations and make payments for the purposes for which the appropriations were voted and up to the amounts so voted unless the meeting of the Contracting Parties decides otherwise.
4. Appropriations shall be made available for obligations during the financial period to which they relate. Any excess of income over expenditure in a financial year, as revealed by the audited accounts at the end of the said financial year, shall be transferred to the General Fund.
5. Transfers within the same chapter of the budget may be effected by the Secretary, who shall report thereon to the meeting of the Contracting Parties.
6. In cases where special necessity arises, transfers from one chapter of the budget to another within the ceiling of the approved budget may be effected by the Secretary after having obtained the approval of the Contracting Party holding the Presidency and shall be reported to the meeting of the Contracting Parties.
7. As soon as it becomes foreseeable that expenditure exceeding the ceiling of the budget as a whole or for a purpose not covered in the budget will become necessary, the Secretary shall,

without any delay, consult the Contracting Party holding the Presidency and seek approval from the Head of each Delegation for the excess of expenditure over budget, in a written procedure (including any electronic communication), explaining in detail the matter and any reasons for exceeding the budget, as well as any proposed solution to cover the excess expenses.

8. If the provision for additional expenditure as described in the written procedure does not exceed the amount standing to the credit of the Working Capital Fund on the date when the communication was made to the Heads of Delegation, the excess in expenditure shall be deemed to be approved by the Contracting Parties three weeks after that date, unless before the end of that day one or more Contracting Parties have notified the Executive Secretary that they cannot approve it. If every such notification is subsequently withdrawn, the budget shall be deemed to be approved on the day of the last withdrawal of such a notification. In other cases, a supplementary budget shall be prepared and adopted in the same manner as an ordinary budget.

9. If by 1 December in any year the budget for the ensuing year has not been adopted, the Secretary, until such time as the budget is adopted, shall be authorised to collect contributions and incur expenditure up to 25% of the contributions and chapters of the budget provided for in the current year.

## **Provision of Funds**

10. Each Contracting Party shall meet the expenses of its delegates.

11. Each Contracting Party shall contribute towards the annual expenditure of the Agreement in accordance with Article 15(2) of the Agreement.

12. The Bonn Agreement shall review from time to time its contribution to the salary budget of the OSPAR Commission in consultation with the Chairman of the OSPAR Commission.

13. As soon as the meeting of the Contracting Parties has approved the budget for a financial year, the Secretary shall send a copy thereof to all Contracting Parties, notifying them of their yearly assessments during the financial year. Contributions to the budget shall be due in the currency of the country in which the Secretariat is located within thirty days of receipt of the information from the Secretary or on the first banking day of the financial year at the seat of the Secretariat, whichever is later. Contributions shall be received by the Secretariat by 15 February of the financial year at the latest.

14. Contracting Parties shall bear any bank charges arising from the transfer of funds.

15. New Contracting Parties whose membership of the Agreement becomes effective during the first six months of any year shall pay the full amount of the annual contribution. New Contracting Parties whose membership of the Agreement becomes effective during the last six months of any year shall pay half the amount of the annual contribution. The contribution shall be paid within ninety days of depositing the instrument of accession with the Depository Government.

16. Except for contributions or debts from Contracting Parties, any debt receivable by the Agreement shall be written off, at the latest in the third year following that in which the debt becomes due.

17. The meeting of Contracting Parties shall consider, before approving the budget for any year, what action to take in respect of any contribution or debt still owing from any Contracting Party.

## **Funds**

18. A General Fund is established for the purpose of accumulating any surplus of income over expenditure until such time as it is disbursed following a decision by the meeting of Contracting Parties.

19. Any cash surplus in the General Fund as revealed by audited accounts shall be used to offset the contributions of Contracting Parties in an ensuing financial year or to fund specific expenditures of an operational nature as agreed by the meeting of Contracting Parties.

20. A Working Capital Fund is established to provide reserve funds for emergency situations. The Working Capital Fund shall be restricted to a level of 10% of estimated gross expenditure. It shall be maintained at the appropriate level by budget contributions.

## **Statements of Account**

21. The Secretary shall:

- (a) maintain proper accounts and ensure effective financial control.
- (b) ensure that all payments are supported by vouchers and other documents which ensure that the services or goods have been received and that payment has not previously been made.

22. The Secretary shall prepare a Statement of Account at the end of each financial year. The statement shall show the income of the Agreement and, under separate heads, expenditure; it shall also give such information as may be appropriate to indicate the current financial position of the Agreement. The Secretary shall attach to the Statement of Account for each financial year an explanatory memorandum.

23. In exercising his financial responsibilities the Secretary shall take due account of the guidelines in Appendix 1.

## **External Audit**

24. An External Auditor shall be appointed by the meeting of the Contracting Parties.

25. In exercising his responsibilities the Auditor shall take due account of the guidelines in Appendix 2.

26. The Auditor shall prepare a report on the accounts certified, and on any matters on which the meeting of the Contracting Parties may from time to time give specific instructions.

27. The Secretary shall submit final accounts to the Auditor not later than 31 March following the end of the financial year to which the accounts relate and the Auditor shall submit his report to the meeting of the Contracting Parties not later than 30 April following the end of the said financial year. At their next meeting the Contracting Parties shall decide on the discharge to be given to the Secretary in respect of the implementation of the budget.

## **Decisions involving expenditure**

28. The meeting of the Contracting Parties shall take no decision involving expenditure unless it has before it a report from the Secretary on the administrative and financial implications of the proposal.

29. Where in the opinion of the Secretary the proposed expenditure cannot be met from the existing appropriation it shall not be incurred until the meeting of the Contracting Parties has made the necessary appropriation, in accordance with §§ 2-6 of these Rules.

**Guidelines on the financial responsibilities of the Secretary**

1. The Secretary shall:
  - (a) establish detailed financial rules in order to ensure effective financial administration and the exercise of economy;
  - (b) designate the officers who may receive monies, incur obligations, and make payments on behalf of the Agreement; the Secretary may delegate to other officials of the Secretariat such of his powers as he considers necessary for the effective implementation of the Financial Rules;
  - (c) maintain an internal audit which shall provide for an effective current examination and/or review of financial transactions.
2. No member of the Secretariat shall incur any liability for expenditure without written authorisation from the Secretary.
3. The Secretary shall make suitable arrangements under which the Agreement will be protected against loss on account of the conduct of officials who may be entrusted by him with the custody and disbursement of funds of the Agreement.

### Guidelines on the responsibilities of the auditor

1. The auditor shall perform such audit as he deems necessary to certify:
  - (a) that the financial statements are in accord with the books and records of the Agreement;
  - (b) that the financial transactions reflected in the statements have been in accordance with the rules and regulations, the budgetary provisions, and other applicable directives;
  - (c) that the monies on deposit and on hand have been verified by certificate received direct from the Agreement's depositaries or by actual count;
  - (d) that the assets and liabilities of the Agreement are in accord with the books and records of the Agreement.
2. Subject to the directions of the meeting of the Contracting Parties, the auditor shall be the sole judge as to the acceptance in whole or in part of the certifications by the Secretary and may proceed to such detailed examination and verification of all financial records as he chooses including those relating to supplies and equipment.
3. The auditor and his staff shall have free access at all convenient times to all books of account and records which are, in the opinion of the auditor, necessary for the performance of the audit. On application to the Secretary, information classified in the records of the Secretariat as confidential, and which is required for the purposes of the audit shall be made available to the auditor.
4. The auditor, in addition to certifying the accounts, may make such observations as he deems necessary with respect to the efficiency of the financial procedures, the accounting system, the internal financial controls and, in general, the financial consequences of administrative practices. In no case, however, shall the auditor include criticism in his audit report without first affording the Secretary an opportunity of explanation to the auditor on the matter under observation. Audit objections to any item in the accounts shall be immediately communicated to the Secretary.