



**Coral Triangle Initiative
on Coral Reefs, Fisheries and Food Security
(CTI-CFF)**

**Attachment 2-1
THE AGREEMENT ON THE ESTABLISHMENT OF
THE REGIONAL SECRETARIAT**

**6th CTI-CFF SENIOR OFFICIALS MEETING (SOM6)
10-12 November 2010
Manado, Indonesia**

**Adopted 11th November 2010
By the Government of Indonesia, Malaysia, Papua New Guinea, the
Philippines, Solomon Islands, and Timor-Leste**

THE AGREEMENT ON THE ESTABLISHMENT OF THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY

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The Governments of the Republic of Indonesia, Malaysia, the Independent State of Papua New Guinea, the Republic of the Philippines, Solomon Islands and the Democratic Republic of Timor-Leste; hereinafter referred to singularly as “the Party” and collectively as “the Parties”; and

Acknowledging the vast marine, coastal and small islands ecosystems and the unique biodiversity of the Coral Triangle regional of the Indo Pacific, which provide invaluable livelihood and food security benefits for our people;

Recalling the Coral Triangle Initiative Leader’s Declaration on Coral Reefs, Fisheries and Food Security, signed on 15 May 2009 in Manado, Indonesia, which, *inter alia*, emphasized the need to establish a Secretariat to service the ongoing Coral Triangle Initiative on Coral Reef, Fisheries and Food Security (CTI-CFF) implementation process;

Desiring to establish a regional secretariat for CTI-CFF to provide for greater efficiency in the coordination process for the implementation of CTI-CFF at the regional level;

Have agreed as follows:

Article 1: Definitions and Interpretation

1. For the purposes of this Agreement:

“Parties” means the Governments of the Republic of Indonesia, Malaysia, the Independent State of Papua New Guinea, the Republic of the Philippines, Solomon Islands and the Democratic Republic of Timor-Leste;

“CTI Partners” means any State, inter-governmental organization or non-governmental organization, including private sector entities, who:

- (a) had been invited to be a CTI Partner at the initiation of the CTI-CFF¹; or
- (b) meet the criteria and goes through the established process to become a CTI Partner in the Rules of Procedure.

“CTI Council of Ministers” (CTI COM) means the principal decision-making body of the CTI-CFF comprised of Ministers of the Parties having responsibility for CTI-CFF matters. The CTI Council of Ministers has powers as set out in the Rules of Procedure.

“Committee of Senior Officials” (CTI CSO) means the body of senior officials of the Parties with functions and powers to provide recommendations to CTI COM for decision and ensure

¹ Asian Development Bank, Australian Government, Conservation International, Government of the United States of America, The Nature Conservancy, World Wildlife Fund.

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implementation of these decisions through the CTI Regional Secretariat and Technical Working Groups as prescribed in Rules of Procedure;

“Professional Staff” means those staff whose primary responsibilities require the exercise of judgment and discretion in policy related matters and are appointed in accordance with Articles 8 (2) and 8 (3) of this Agreement

“Support Staff” means those staff who perform administrative and technical functions within the Secretariat and are appointed in accordance with Article 10(2) of this Agreement;

“Regional Plan of Action” means a plan based on RPOA adopted by the CTI COM outlining the policy objectives and goals for the Parties;

“National Coordination Committee” means a body set up by a Party to facilitate the coordination of measures within the Party towards the implementation of projects undertaken under the CTI-CFF;

“Rules of Procedure” means the Rules of Procedure governing the CTI COM and the CTI CSO and as amended or supplemented by the CTI COM from time to time;

“Staff Regulations” means the regulations establishing the basic principles of employment, regulating the work relations and establishing the rights and responsibilities of the staff who render their services in, and receive remuneration from, the [Regional] Secretariat and set out the broad principles of personnel policy as amended or supplemented from time to time by the CTI COM pursuant to the Staff Regulations and the CTI Rules of Procedure; and

“Financial Regulations” means the regulations adopted by the consensus decision of the Parties in the CTI COM to govern the financial administration of the [Regional] Secretariat as amended or supplemented by the CTI COM from time to time pursuant to the CTI Rules of Procedure.

2. In this Agreement, unless the context otherwise requires:
 - (a) reference to the singular shall include the plural and vice versa;
 - (b) reference herein to any Article shall refer respectively to the relevant Article of this Agreement;
 - (c) reference herein to the Rules of Procedures, Financial Regulations and Staff Regulations shall refer respectively to the relevant provisions of the Rules of Procedures, Financial Regulations and Staff Regulations; and
 - (d) the Rules of Procedures, Financial Regulations and Staff Regulations shall be governed by this Agreement and shall be interpreted in a manner consistent with this Agreement.

Article 2: Establishment and Location

1. The Parties establish, subject to the terms of this Agreement, a Regional Secretariat for the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security which shall be called the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat, hereinafter referred to as “the Secretariat.”

2. The Secretariat shall have its seat in the Republic of Indonesia, hereinafter referred to as “the Host Country.”

Article 3: Legal Personality of the Secretariat

1. Subject to clause (2) and (3), the Secretariat has legal personality within the scope of its functions

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and as authorized by the Parties, may do or carry out any or all of the following:

- (a) enter into agreements;
 - (b) conclude contracts ;
 - (c) acquire and dispose of movable and immovable property in the territory of the Parties in accordance with the laws and regulations of the Parties; and
 - (d) Institute and be a party to legal proceedings.
2. The Secretariat shall not enter into any agreement under clause (1)(a) that may impose obligations on the Party/Parties without the prior agreement of the CTI-COM.
 3. The Secretariat shall not enter into a contract under clause (1)(b) or acquire and dispose of movable and immovable property under clause (1)(c) except in accordance with the Financial Regulations.

Article 4: Staff of the Secretariat

1. The staff of the Secretariat shall comprise of the Executive Director, and two Deputy Executive Directors.
2. The staff of the Secretariat may also include Professional Staff and Support Staff as may be required to fulfill the functions of the Secretariat.

Article 5: Functions of the Secretariat

1. The Secretariat function shall include the following
 - (a) coordinate and support official meetings and events linked to the CTI process, including cross cutting services in support of monitoring and evaluation, financial coordination, information management and outreach;
 - (b) coordinate the implementation of CTI-CFF Regional Plans of Action and provide support to and coordination with National Coordination Committees, including advising the CTI CSO on emerging opportunities and priorities related to reaching the goals and targets of the Regional Plan of Action;
 - (c) develop regional plans, programs and project activities in relation to CTI-CFF for consideration of the CTI COM in accordance with the approved policy guidelines set through the CTI CSO;
 - (d) act as the channel of communication and share information and foster networking among the Parties, CTI Partners and other organizations and donors in the efforts to promote the objectives of the CTI-CFF;
 - (e) facilitate technical assistance, including recruiting and sourcing experts to support the Parties, in line with appropriate needs assessment procedures;
 - (f) assist the Parties in financing agreed projects and activities through support from CTI Partners and financial institutions; and
 - (g) perform such other duties and functions as may be assigned to it by CTI COM or the Committee of Senior Official.

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Article 6: Executive Director

1. The Executive Director shall be the chief administrative officer of the Secretariat and shall act in that capacity at all times.
2. The Executive Director shall be appointed through a merit based process as outlined in the Staff Regulations for a term of four (4) years and may be reappointed by the CTI COM for one term.
3. The recruitment policy, duties, and the terms conditions of service of the Executive Director shall be as prescribed in the Staff Regulations.
4. The Executive Director shall be a national of a Party.

Article 7: Deputy Executive Directors

1. Two Deputy Executive Directors shall be appointed through a merit based process as outlined in the Staff Regulations for a term of four (4) years and may be reappointed by the CTI COM for one term.
2. Each of the Deputy Executive Directors shall lead the following areas of work respectively:
 - (a) Corporate Services, and
 - (b) Program Services.
3. The recruitment policy, duties, and the terms and conditions of service of the Deputy Executive Directors shall be prescribed in the Staff Regulations
4. The Deputy Executive Directors shall be nationals of a Party.

Article 8: Professional Staff and Support Staff

1. The Professional Staff and Support Staff of the Secretariat shall consist of such qualified personnel as may be required to fulfill the functions of the Secretariat.
2. The recruitment policy, duties, and the terms and conditions of service of the Professional Staff and Support Staff as prescribed the Staff Regulations
3. Wherever possible, Professional Staff shall be nationals of Parties. Nationals of other States will only be appointed where there are no suitable candidates from Parties.
4. Support Staff shall be nationals of Parties.

Article 9: Funds of the Secretariat

1. The funds of the Secretariat shall include;
 - a) contributions by the Parties in accordance with Schedule 1 of the Financial Regulations;
 - b) voluntary contributions; or
 - c) any other funds which the Secretariat may become entitled, receive, including income from investments.
2. The CTI COM shall adopt, and amend as required, by consensus, Financial Regulations for the

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administration of the Secretariat and for the exercise of its functions.

Article 10: Budget of the Secretariat

1. The Executive Director shall draft the proposed Budget of the Secretariat in accordance with the Financial Regulations for adoption by the CTI COM. The proposed Budget shall indicate which of the administrative expenses of the Secretariat are to be financed from the Assessed contributions referred to in Schedule 1 of the Financial Regulations, and which such expenses are to be financed from any trust or special funds received.
2. The budget of the Secretariat shall be adopted by the CTI COM by consensus. If the CTI COM is unable to adopt a decision on the Budget, the level of contribution to the administrative Budget of the Secretariat shall be determined in accordance with the Budget for the preceding year for the purpose of meeting the administrative expenses of the Secretariat for the following year until such time as a new budget can be adopted by consensus.
3. The formulae for the distribution of the Budget among the Parties shall be prescribed in the Financial Regulations.

Article 11: Annual External Audit

The records, books and accounts of the Secretariat, including annual financial statements, shall be audited annually by an independent auditor appointed by the CTI CSO, subject to conditions made by the CTI COM, in accordance with the Financial Regulations.

Article 12: Privileges and Immunities

The Host Country shall grant the Secretariat and its premises, the Executive Director and the Deputy Executive Directors, who do not have nationality of the host country, such privileges and immunities as may be necessary for the exercise of their official duties and functions. The specific details of such privileges and immunities shall be defined in the CTI-CFF Host Country Agreement between the Secretariat and the Host Country.

Article 13 Exemption from Taxation and Custom Duties of the Secretariat

The Host Country shall grant the Professional Staff and Support Staff of the Secretariat, who do not have the nationality of the Host Country, exemption from taxes and custom duties in accordance with the laws, rules and regulations of the Host Country. The specific details of such exemption shall be defined in the CTI-CFF Headquarters Agreement between the Secretariat and the Host Country.

Article 14: Working Language

The working language of CTI-CFF shall be English.

Article 15: Dispute Settlement

Any disputes relating to the interpretation or application -of any provisions in this Agreement shall be settled amicably through negotiation and/or mutual consultation among the Parties at the CTI COM without reference to any third party or international tribunal.

Any difference or dispute between the Parties relating to the interpretation and/or application and/or

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implementation of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation among the Parties at the CTI COM level without reference to any third party or international tribunal.

Article 16: Amendments

Any Party may propose amendments to this Agreement. Such amendments shall come into force on such date as may be agreed by the Parties.

1. Any Party may request in writing a revision, modification or amendment of all or any part of this Agreement.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

Article 17: Entry into Force

1. This Agreement shall be signed by all Parties.
2. This Agreement shall be subject to domestic constitutional requirements/ratification by all Parties.
3. This Agreement shall enter into force on the thirtieth day following the date of deposit of the last notification of completion of domestic constitutional requirements/instrument of ratification with the Depository.

Article 18: Depository

The Government of the Republic of Indonesia shall be the depository of this Agreement and any amendments or revisions thereto. The depository shall register this Agreement with the Secretary-General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized thereto, have signed this Agreement.

DONE at [.....] this[.....] day of [.....] in a single original.