

**Memorandum of Understanding between the Partnership for the East Asian - Australasian
Flyway and the Ministry of Environment of the Republic of Korea as Host of the
Secretariat of the East Asian - Australasian Flyway Partnership**

Concerning Hosting, Secretariat and Administrative Services

The East Asian - Australasian Flyway Partnership (hereinafter referred to as the Partnership),

Aiming to conserve migratory waterbirds across the East Asian - Australasian Flyway for the benefit of people and biodiversity, and to provide a flyway wide framework to promote dialogue, cooperation and collaboration between a range of stakeholders including all levels of governments, site managers, multilateral environment agreements, technical institutions, UN agencies, development agencies, industrial and private sector, academe, non-government organisations, community groups and local people to conserve migratory waterbirds and their habitats;

Recalling Paragraph 9(3) of the Partnership Document to establish a Secretariat to facilitate the effective communication and coordination of the Partnership and to coordinate activities across the Flyway;

Having accepted the offer of the Ministry of Environment of the Republic of Korea to host the Secretariat of the East Asian - Australasian Flyway Partnership; and

Desiring to define the role and responsibilities of the Host Government Partner, the Secretariat and the administrative services,

Have decided as follows:

Paragraph 1. Definitions

For the Purpose of this Memorandum of Understanding (MoU):

- A. “The Partnership” means the Partnership for the Conservation of Migratory Waterbirds and the Sustainable Use of their Habitats in the East Asian - Australasian Flyway.
- B. “The Flyway” means the East Asian - Australasian Flyway.
- C. “The Management Committee” means the Partnership Management Committee, as referred to in Paragraph 9(8) of the Partnership Document.
- D. “Chief Executive” means the Chief Executive of the Secretariat of the East Asian - Australasian Flyway Partnership.
- E. “MoP” means the Meeting of the Partners.
- F. “Partner” means a Partner of the Partnership.

- G. "Staff member" means the Chief Executive and all persons appointed to support the work of the Secretariat, but does not include advisers.
- H. "Adviser" means a person performing project work on behalf of the Secretariat and includes persons serving on a body or meeting under the auspices of the Partnership and not necessarily remunerated, but does not include staff members.
- I. "Host Government Partner of the Secretariat of the East Asian - Australasian Flyway Partnership" means the Ministry of Environment of the Government of the Republic of Korea.
- J. "Host City of the Secretariat of the East Asian - Australasian Flyway Partnership" means the Metropolitan City of Incheon of the Republic of Korea.
- K. "Secretariat Office" means the premises of the Secretariat, including buildings or parts of buildings, irrespective of ownership, occupied by the Secretariat for the performance of its official activities.
- L. "Secretariat" means the Secretariat established under Paragraph 9(3) of the Partnership Document.
- M. "Chair" means the person appointed as the Chair of the East Asian - Australasian Flyway Partnership by the Partners.

Paragraph 2. Hosting Arrangement

- A. The Host Government Partner hereby declares that it will provide hosting arrangements for the Secretariat.
- B. The hosting arrangement and the operations of the Secretariat will in all respects, (including but not limited to recruitment, operations, delegation of authority to the Chief Executive and financial matters) be conducted and administered in accordance with the laws of the Republic of Korea. The target date for the commencement of operation of the Secretariat is 1 July 2009.
- C. The Host Government Partner will maintain its relationship with the Secretariat within the boundaries of its role and responsibilities as a Partner in the same manner as other Partners.
- D. The Partners acknowledge that the Management Committee will review the hosting arrangement at no more than five year intervals, in conjunction with Meetings of the Partners or Meetings of the Management Committee.

Paragraph 3. Operations of the Secretariat

- A. The Secretariat will perform its function in accordance with the Terms of Reference of the Secretariat to meet the goals and objectives of the Partnership, and under the supervision of the Chair according to the guidance given by the Meeting of Partners and/or the Management Committee.

- B. The Chief Executive will establish an organizational structure and staffing plan to meet the Terms of Reference of the Secretariat, within the Secretariat budget and in consultation with the Management Committee and will have responsibility for overseeing the implementation of the structure and staffing plan.
- C. The Chief Executive will establish an annual work plan and budget in consultation with the Management Committee and will have responsibility for overseeing the implementation of them.
- D. The Chief Executive will be provided with a delegation of authority from the Chair that will permit him/her to exercise the functions of the position.

Paragraph 4. Staffing Arrangements

- A. The Chief Executive will be appointed by the appropriate authority in the Host Government Partner, in accordance with the laws of the Republic of Korea. The recruitment and selection process will be managed by the Chair in coordination with the Management Committee, it being understood that the following will occur: (i) the Chair will work with the Management Committee to finalise the post description and recruitment profile, (ii) two members of the Management Committee will participate in the selection panel; (iii) the selection panel will endeavour to reach consensus and will submit its list of proposed candidates to the Management Committee for consideration; (iv) the Management Committee will submit its recommendation to the appropriate authority in the Host Government Partner indicating its preferred candidate together with an explanation as to why the candidate is being proposed; (v) the appropriate authority in the Host Government Partner, after consultation with the Chair will appoint the Chief Executive.
- B. The Chief Executive will communicate with the Chair on the operation of the Secretariat as required.
- C. The Host Government Partner will assist with necessary permits for the Chief Executive to work and reside in the Republic of Korea, and necessary permits for her/his partner and family members to reside in the Republic of Korea.
- D. The Chief Executive will be appointed for a maximum fixed-term contract of five years. At the end of this term, the contract may be renewed at the discretion of the Management Committee and the Host Government Partner.
- E. Staff members other than the Chief Executive will be selected by the Chief Executive, with the endorsement of the Management Committee. The paramount consideration in the appointment of Secretariat staff will be the necessity of securing the highest standards of efficiency, competence and integrity while having regard to equal employment opportunities.
- F. Staff members may be seconded from Partners to the Secretariat. The Host Government Partner will establish secondment agreements in accordance with Korean law and assist with necessary permits to work and reside in the Republic of Korea. Any secondments financed by a donor will be acknowledged as part of such donor's contribution to the Partnership.

- G. Temporary advisers and other non-staff members providing services under this MoU may be selected by the Chief Executive.
- H. All Staff members recruited pursuant to this MoU, not including staff seconded from the Host Government Partner and the Host City, will be recruited solely for service to the Secretariat. At the request of the Host Government Partner or the Host City, the Chief Executive is responsible for the performance review of seconded staff once or twice a year.
- I. The Host Government Partner and the Management Committee will develop criteria and a mechanism for performance review of the Chief Executive to be carried out at specified time intervals at least annually. This mechanism will be clearly stated in the offer of appointment.
- J. In the case of misconduct or other serious problems with the Chief Executive's performance, his/her appointment may be terminated by the Management Committee in consultation with all Partners and the Host Government Partner. The conditions for such termination will be contained in the offer of appointment.

Paragraph 5 Financial Matters

- A. The Host Government Partner will ensure that a separate bank account or accounts, as appropriate, is/are established for the purposes of receiving and disbursing funds for the Secretariat.
- B. Contributions and other funds received by the Secretariat will be maintained and recorded in this separate account or accounts as appropriate for the operation of the Secretariat and for the benefit of the Partnership.
- C. Grants from the Secretariat account/s and payments made by the Secretariat may be made in any currency. The accounting unit is the Korean Won. The equivalent in Korean Won of other currencies is established on the basis of international monetary fund rate of exchange, at the time of the transaction.
- D. Any interest accruing on the Secretariat account/s will be used for the benefit of the Partnership.
- E. The costs of operating the Secretariat will be paid using the funds in the Secretariat account/s in accordance with the annual work plan approved by the Management Committee. Financial statements of income and expenditure, which should detail the use of funds by funding sources, will be provided to the Meeting of Partners, the Host Government Partner, and the Host City on an annual basis.
- F. The Secretariat will be subject to internal audit and external audit review. Audit reports will be addressed to the Chair of the Partnership and made available to the Meeting of Partners.

Paragraph 6. Communications, Website and Logo

- A. The Secretariat will use the current Partnership Logo to identify the Partnership to all audiences. The use of the Host Government Partner branding on official Partnership correspondence may be used where the Host Government Partner is required to be acknowledged. The use of donor branding on official Partnership correspondence may be used where the donor is the sponsor of an activity or program. In such an event the use of such a phrase as “The Partnership acknowledges the sponsorship of [insert donors name and Emblem]” will be used.
- B. The current Partnership website (www.eaaflyway.net) will be maintained by the Secretariat and the Secretariat email address will be established and supported by the Host Government Partner.
- C. The Secretariat will communicate regularly with the Partners on issues relating to the implementation of the work plan as approved by the Management Committee (including but not limited to publications, meetings, working groups, Flyway site network issues, circulation of documents, advocacy products, web or news materials).

Paragraph 7. Final Provisions

- A. Any notice or request required or permitted to be given under this MoU will be in writing.
- B. Any differences of opinion between the Partners or between the Secretariat and the Partners arising out of, or relating to this MoU will be resolved through good faith negotiation in consultation with the Chair of the Partnership.
- C. The MoU will come into, and remain in, effect for five (5) years from the 8th day of May, 2009. The MoU will be automatically renewed for a further period of 5 years unless it is terminated by the Chair, the Host Government Partner and the Host City in consultation with the Management Committee by giving six months prior notice in writing that the MoU will not be automatically renewed. The automatic renewal of the MoU for periods of 5 years can be varied by a mutual decision in writing between the Host Government Partner and the Management Committee.
- D. Upon termination of this MoU, any remaining commitments of the Secretariat in relation to the need to terminate the Secretariat staff and otherwise close down the operation of the Secretariat will be fully satisfied by the Host Government Partner in consultation with the Management Committee.
- E. In the event of termination or expiration of this MoU, the commitments assumed by the Partners will survive such termination or expiration to the extent necessary to permit the orderly conclusion of activities, the termination or withdrawal of personnel, the return of uncommitted funds and property, the settlement of accounts and the settlement of contractual liabilities that are required in respect of any personnel, subcontractors, consultants and suppliers.

- F. After all obligations incurred by the Secretariat prior to termination or expiration of this MoU have been fully liquidated, the Management Committee will direct the application of any remaining funds, other than those provided by the Incheon City Government, to the purposes of the Partnership.
- G. This MoU may be amended in writing by mutual arrangement between the Host Government Partner and the Management Committee. An amending document will expressly state that it is an amendment to this MoU.
- H. This MoU includes an Annex which forms an integral part of it. The Annex details the financial contributions proposed by the Host City as contained in the document – “Proposal of Republic of Korea to host the Secretariat of the EAA Flyway Partnership jointly prepared by the Ministry of Environment and the Metropolitan City of Incheon, the Republic of Korea”, November 2008.


This MoU takes effect from the date specified in paragraph 7 (C) and is signed, in three originals, by the current Chair of the Partnership, representing the Partners, by the appropriate authority of the Host Government Partner, that being the Ministry of Environment of the Republic of Korea, and the Host City, that being the Metropolitan City of Incheon, the Republic of Korea.

For the East Asian - Australasian Flyway Partnership

By: 
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Sam Gerovich
Ambassador to the Republic of Korea
Department of Foreign Affairs and Trade of Australia
On behalf of Mr. McNee
Chair of the East Asian Australasian Flyway Partnership

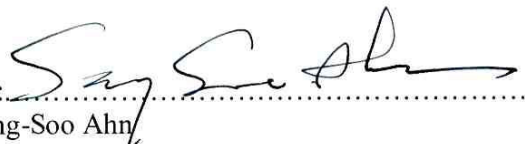
Date: May 8, 2009
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For the Host Government Partner

By: 
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LEE MAANEE
Minister of Environment of the Republic of Korea
Host Government Partner of the Secretariat of the East Asian - Australasian Flyway Partnership

Date: May 8, 2009
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and For the Host City of the Secretariat

By: 
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Sang-Soo Ahn
Mayor of the Metropolitan City of Incheon
Host City of the Secretariat of the East Asian - Australasian Flyway Partnership

Date: May 8, 2009
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ANNEX

Summary of Financial Contributions proposed by the Incheon City Government

- A. The Secretariat Office will be established in the Metropolitan City of Incheon, Republic of Korea, within the Songdo Free Economic Zone, and consist of 330m² of office space.
- B. The Host City will ensure that the Secretariat Office, under the authority of the Incheon City Government, adequately meets the requirements to support a fully functioning secretariat, including, but not limited to providing office equipment, communication tools and two vehicles.
- C. The Host City will ensure that a suitable residence of not less than 100m² will be provided and maintained in good repair near the Secretariat Office for the Chief Executive, noting that the Chief Executive will be responsible for utility bills in relation to that residence.
- D. The Host City will ensure to second 3 administrative support staff to the Secretariat from the start up phase of the Secretariat.
- E. Other Financial Contributions
 - Personnel Employment
 - i. 250 million KRW in support every year for personnel expenses
 - ii. In addition, three employees will be dispatched as administrative assistants at the beginning of Secretariat establishment, and this will be separate from the ongoing personnel expenses support.
 - Support for the Operations of the Secretariat
 - i. 50 million KRW each year to support the operation costs of the Secretariat
 - ii. 50 million KRW each year to provide various office equipment and vehicles.
 - iii. All costs (including the rent) for the provision of an office will be fully provided by the Host City.
 - Support for the participation of developing countries / NGO Partners in Partnership meetings and other Partnership activities
 - i. 100 million KRW in funds each year to support the participation of developing countries / NGO Partners in Partnership meetings and other Partnership activities, such as project development.

The supporting budget of the Incheon City Government is summarized in the following table. The total annual budget will be 708 million KRW for the first year and 509 million KRW for the subsequent years, respectively. The total annual budget including the first year can vary depending on the items subject to price fluctuations as indicated below.

Items for Support	Amount (unit: million KRW)	Remarks
Personnel <ul style="list-style-type: none"> • Staff members including the Chief Executive • Seconded administrative staffs (three persons) 	250 -	- Dispatch personnel from the Host City
Office equipment including two rented vehicles	50	
Operational Expenses for the Secretariat	50	
Partnership Activities	100	
Office Space (330 m²) <ul style="list-style-type: none"> • Rental fee • Overall management costs (various utility bills) • Deposit 	42 17 49*	Subject to price fluctuations
A lease for a residence for Chief Executive	150*	Subject to price fluctuations Utility bills not included
Total	708	

* A deposit for the office and a residence for the Chief Executive will be put in Year 1 and renewed by their terms.