الأمم المتحدة

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اللجنة التنفيذية للصندوق المتعدد الأطراف
لتنفيذ بروتوكول مونتريال
الاجتماع التاسع والتسعون
مونتريال، 7-11 كانون الأول/ديسمبر 2026
البند 17 [1]من جدول الأعمال المؤقت

مشاريع الاتفاقيات بين المنظمة العالمية للأرصاد الجوية واللجنة التنفيذية للصندوق المتعدد الأطراف، وبين المنظمة العالمية للأرصاد الجوية وأمين خزانة الصندوق المتعدد الأطراف (المقرر 62/98(ز))

المقدمة

1. نظرت اللجنة التنفيذية في اجتماعها الثامن والتسعين في إنشاء نافذة تمويل لثلاثة مشاريع تجريبية للرصد الإقليمي للغلاف الجوي من أجل تعزيز الرصد الإقليمي للمواد الخاضعة للرقابة بموجب بروتوكول مونتريال في الغلاف الجوي وفي المبادئ التوجيهية ذات الصلة وفي الدور المحتمل للمنظمة العالمية للأرصاد الجوية كوكالة منفذة وفي الاتفاقيات ذات الصلة.

2. وقد استند النقاش الذي دار في الجلسة العامة وفي فريق اتصال إلى مضمون المذكرة UNEP/OzL.Pro/ExCom/98/61 التي أعدت تلبية لطلب اللجنة التنفيذية[2] والتي تناولت مشروع المبادئ التوجيهية لإعداد المشاريع التجريبية من أجل تعزيز الرصد الإقليمي للمواد الخاضعة للرقابة بموجب بروتوكول مونتريال في الغلاف الجوي في تلك المناطق التي اعتبرت الأطراف في بروتوكول مونتريال أنّه من شأنها أن تساهم في زيادة المعرفة بالانبعاثات الإقليمية للمواد الخاضعة للرقابة؛ ومشروع المبادئ التوجيهية لتنفيذ مثل هذه المشاريع التجريبية؛ ونموذج اتفاق بين اللجنة التنفيذية والبلدان الملحوظة في المادة الخامسة من بروتوكول مونتريال والمعنية بالمشاريع التجريبية لإنشاء محطة رصد إقليمية للغلاف الجوي؛ ومعلومات عن احتمال قيام المنظمة العالمية للأرصاد الجوية بدور الوكالة المنفذة لتلك المشاريع التجريبية.

3. وبعد أن بحثت اللجنة التنفيذية الأمر قررت[3] في جملة ما قررت إنشاء نافذة تمويل بقيمة 9,250,000 دولار أمريكي لثلاثة مشاريع تجريبية تشمل أنشطة إعداد المشاريع والتنفيذ وبناء القدرات؛ والموافقة

[1] UNEP/OzL.Pro/ExCom/99/1
[2] المقرر 56/96(ب)
[3] المقرر 62/98

إن وثائق ما قبل دورات اللجنة التنفيذية للصندوق المتعدد الأطراف لتنفيذ بروتوكول مونتريال
قد تصدر دون إخلال بأي قرار تتخذه اللجنة التنفيذية بعد صدورها.

على المبادئ التوجيهية لإعداد المشاريع التجريبية والمبادئ التوجيهية لتنفيذها ونموذج الاتفاق بين اللجنة التنفيذية والبلدان الملحوظة في المادة الخامسة من بروتوكول مونتريال والمعنية بالمشاريع التجريبية لإنشاء محطة رصد إقليمية للغلاف الجوي وتشغيلها. وأضافت إلى نافذة التمويل مبلغا قدره 1,800,000 دولار أمريكي لاستمرار تشغيل ثلاث محطات رصد للغلاف الجوي سيجري انشاؤها بدعم من الصندوق الاستئماني العام.[4]

4. وفي المقرر عينه، شجعت اللجنة التنفيذية البلدان الملحوظة في المادة الخامسة من بروتوكول مونتريال على الاستفادة من خبرة المنظمة العالمية للأرصاد الجوية بتعيينها كوكالة منفذة أو متعاونة لتفعيل المشاريع التجريبية. وطلبت إلى الأمانة أن تعدّ بالتعاون مع المنظمة العالمية للأرصاد الجوية مشروعي اتفاقيتين بين الوكالة من طرف وكل من اللجنة التنفيذية وأمين الخزانة من طرف آخر، على غرار الاتفاقات المبرمة بين اللجنة التنفيذية والوكالات المنفذة وتلك المبرمة بين الوكالات المنفذة وأمين الخزانة لكي تستعرضاهما وتوافق عليهما في الاجتماع التاسع والتسعين.

5. وعليه قامت الأمانة بإعداد هذه المذكرة وفيها مشروعا الاتفاقيتين فضلا عن التوصية.

صياغة مشروع الاتفاق بين اللجنة التنفيذية والمنظمة العالمية للأرصاد الجوية ومشروع الاتفاق بين المنظمة العالمية للأرصاد الجوية وأمين الخزانة

6. في أثناء التحضير لعقد الاجتماع الثامن والتسعين للجنة التنفيذية، بحثت الأمانة مع المنظمة العالمية للأرصاد الجوية احتمال أدائها دور الوكالة المنفذة للمشاريع التجريبية من أجل تعزيز الرصد الإقليمي للمواد الخاضعة للرقابة بموجب بروتوكول مونتريال في الغلاف الجوي إن دعتها اللجنة التنفيذية إلى ذلك.

7. فبعد أن أعربت المنظمة العالمية للأرصاد الجوية عن اهتمامها واستعدادها لأداء دور الوكالة المنفذة للمشاريع التجريبية من أجل تعزيز الرصد الإقليمي للمواد الخاضعة للرقابة بموجب بروتوكول مونتريال في الغلاف الجوي، على النحو المبين في المذكرة UNEP/OzL.Pro/ExCom/98/61، وفي ضوء المقرر 62/98 وما حدده لهذا الدور من ملامح، قامت الأمانة والمنظمة العالمية للأرصاد الجوية بصياغة مسودة الاتفاقيتين اللتين طلبتهما اللجنة التنفيذية. وفي ضوء ما ورد في المذكرة عينها عن إحالة الأمانة إلى المنظمة العالمية للأرصاد الجوية نصوص الاتفاقات التي أقرتها اللجنة التنفيذية فأبرمتها مع كل من الوكالات المنفذة وتلك التي أبرمتها كل وكالة على حدة مع أمين الخزانة وتقديمها التفسير الوافي لأحكامها والقيام باستعراضها المشترك وفهم معانيها على أتمّ وجه، فقد قامت الخدمات القانونية والمالية في برنامج الأمم المتحدة للبيئة[5] والنظراء ذات الصلة في المنظمة العالمية للأرصاد الجوية باستعراض مشروعي الاتفاقيتين والمصادقة عليهما. وبذلك أنجزت صياغة الاتفاقيتين بين اللجنة التنفيذية والمنظمة العالمية للأرصاد الجوية وبين أمين الخزانة والمنظمة عينها وتردان في المرفقين الأول والثاني على التوالي بهذه المذكرة.

التوصية

8. قد ترغب اللجنة التنفيذية في:

(أ) أن تأخذ علما بالمذكرة UNEP/OzL.Pro/ExCom/99/86 بشأن مشروعي الاتفاقيتين بين المنظمة العالمية للأرصاد الجوية واللجنة التنفيذية للصندوق المتعدد الأطراف وبين المنظمة العالمية

[4] الصندوق الاستئماني العام لتمويل الأنشطة الخاصة بالبحوث وعمليات الرصد المنهجية ذات الصلة باتفاقية فيينا

[5] وأيضا برنامج الأمم المتحدة للبيئة بصفته أمين الخزانة في ما يتعلق بالاتفاق المزمع أبرامه بين المنظمة العالمية للأرصاد الجوية وأمين الخزانة.

للأرصاد الجوية وأمين خزانة الصندوق المتعدد الأطراف (المقرر 62/98(ز))؛

(ب) وفي ما يتعلق بمشروع الاتفاق بين اللجنة التنفيذية للصندوق المتعدد الأطراف والمنظمة العالمية للأرصاد الجوية وبمشروع الاتفاق بين المنظمة العالمية للأرصاد الجوية وأمين خزانة الصندوق المتعدد الأطراف والواردين في المرفقين الأول والثاني على التوالي:

(1) أن توافق على نص كل من الاتفاقيتين؛

(2) أن تطلب إلى الأمانة تنظيم عملية التوقيع على الاتفاقيتين؛

(3) أن تخول رئيس اللجنة التنفيذية التوقيع على الاتفاق بين اللجنة التنفيذية للصندوق المتعدد الأطراف والمنظمة العالمية للأرصاد الجوية بالنيابة عنها؛

(ج) أن تعيد التأكيد على مضمون المقرر 62/98(و) القاضي بتشجيع البلدان الملحوظة في المادة الخامسة من بروتوكول مونتريال على الاستفادة من خبرة المنظمة العالمية للأرصاد الجوية بتعيينها كوكالة منفذة أو متعاونة لتفعيل المشاريع التجريبية فور إبرام الاتفاقيتين المذكورتين في الفقرة الفرعية (ب) أعلاه؛

(د) أن تدعو المنظمة العالمية للأرصاد الجوية إلى عرض خطة عمل تتضمن طلبات تمويل المشاريع التجريبية من أجل تعزيز الرصد الإقليمي للمواد الخاضعة للرقابة بموجب بروتوكول مونتريال في الغلاف الجوي إلى اجتماعها الأول بعد المائة.

Annex I

DRAFT AGREEMENT BETWEEN THE EXECUTIVE COMMITTEE OF THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL AND THE WORLD METEOROLOGICAL ORGANIZATION

Background

A Multilateral Fund has been established by the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer. Operating under the authority of the Parties, it provides financing of agreed incremental costs and a framework of needed technical co-operation including the transfer of technologies to developing countries, which are the Parties operating under paragraph 1 of Article 5 of the Montreal Protocol, to enable their compliance with the control measures set out in Articles 2A to 2F of the Protocol.

The Parties established an Executive Committee to develop and monitor the implementation of specific operational policies, guidelines and administrative arrangements, including disbursement of resources for the purpose of achieving the objectives of the Multilateral Fund. The Executive Committee has considered the potential role of the World Meteorological Organization as an implementing agency for pilot projects to enhance regional atmospheric monitoring of substances controlled by the Montreal Protocol. The Executive Committee requested implementing agencies, in the context of country programmes developed to facilitate compliance with the Protocol, to co-operate with and assist the Parties within their respective area of expertise. In addition to the International Bank for Reconstruction and Development (World Bank), the United Nations Environment Programme (UNEP), the United Nations Industrial Development Organization (UNIDO), and the United Nations Development Programme (UNDP), the World Meteorological Organization (WMO) has been invited by the Executive Committee, to consolidate its activities in order to define a programme for submission to the Executive Committee with the aim of being assigned as an Implementing Agency of the Multilateral Fund and concluding a specific Agreement with the Executive Committee.

Definitions

The Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer will hereafter be referred to as the "Parties".

The Multilateral Fund for the Implementation of the Montreal Protocol will hereafter be referred to as the "Fund".

The Executive Committee for the Fund will hereafter be referred to as the "Executive Committee" and will correspond to the term "Donor" referred to in model World Meteorological Organization Trust Fund agreements.

The Secretariat of the Fund will hereafter be referred to as the "Fund Secretariat".

The United Nations Environment Programme, acting as Treasurer of the Fund, will hereafter be referred to as the "Treasurer".

The World Meteorological Organization, acting as an implementing agency for the purposes of this Agreement, shall hereafter be referred to as “WMO”.

Scope of Co-operation

The Executive Committee of the Fund has informed WMO of its willingness to contribute funds (hereafter referred to as "the contribution") to WMO in order to co-operate and assist in project development and implementation comprising of pilot projects to enhance regional atmospheric monitoring of substances controlled by the Montreal Protocol. WMO shall apply only those considerations relevant to effective and economically efficient programmes and projects which are consistent with the criteria adopted by the Parties and guidelines adopted by the Executive Committee.

The contributions referred to in paragraph A.1 below shall be utilized to finance projects which WMO, with the concurrence of both the Executive Committee and the Party concerned operating under paragraph 1 Article 5 of the Protocol, deems appropriate. WMO is prepared, through an Award established under its financial regulations and rules, to receive and administer the afore-said contributions under the terms of this Agreement and in accordance with WMO's financial regulations and rules. Implementation of pilot projects at the national or regional level shall be subject to the conclusion of appropriate agreements between the Executive Committee and the Article 5 country or countries concerned.

NOW THEREFORE, WMO and the Executive Committee hereby agree as follows:

A. Financial Provisions

1. WMO shall establish an Award in accordance with its financial regulations and rules and administrative instructions or directives for the receipt and administration of the afore-said contribution, including interest accruing. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts entered into in accordance with such regulations, rules and directives.

2. The Executive Committee shall place at the disposal of WMO the contributions to the Award for agreed activities. To this effect, the Executive Committee through the Treasurer, shall transfer the agreed amounts in fully convertible currencies for each activity in full, on approval, to the following WMO US Dollar Bank Account:

Name of account holder: World Meteorological Organization
Bank clearing: 0240
Bank account number: C0191516.1
Name of bank: UBS SA
Address of bank: Case Postale 2770, 1211 Geneva 2, Switzerland
Bank Swift code: UBSWCHZH80A
IBAN: CH29 0024 0240 C019 1516 1

3. All financial accounts and statements shall be expressed in United States dollars, and there shall be no reporting in other currencies. For the purpose of recording receipts and/or payments, all transactions shall be converted at the official United Nations rate of exchange applicable on the date of receipt and/or payment.

4. The contributions shall be utilized by WMO for the purpose of meeting the costs of the projects as set out in the relevant project documents and work programmes as well as the costs of support services relating thereto as specified in paragraph 5 below.

5. The Award shall be charged with a percentage of all project expenditures made from the Award which shall, in accordance with WMO regulations, rules and directives, be utilized by WMO and would include other support services as required. The amounts required, as well as agency support costs, shall be specified in the approved project documents and work programmes.

6. Any interest income derived from contributions to the Award shall be credited to the Award in accordance with the financial regulations, rules and directives of WMO.

7. The Award shall be administered by WMO in accordance with WMO regulations, rules and directives, applying its standard procedures for the execution of its projects. Project management and expenditures shall be governed by the regulations, rules and directives of WMO.

8. The implementation of the responsibilities of WMO pursuant to this Agreement and the relevant project documents and/or work programmes will depend on the timely receipt by WMO of the contribution in accordance with paragraph 2 above. The Executive Committee undertakes to meet the actual costs of the services approved by WMO in accordance with this Agreement and the work programme. WMO shall commence and continue to implement projects only on receipt of a sufficient contribution.

9. The aggregate of the amounts budgeted for the projects and work programmes shall not exceed the total resources available under this Agreement.

10. If WMO considers that changes between the components and/or budget lines in the projects or work programme are necessary in order to meet the objectives of the project concerned, WMO may effect such changes, provided the total amount of the project budget in the projects or work programme is not exceeded.

11. If the contribution-payments referred to in paragraph 2 above are not received in accordance with the payment schedule as specified in the work programme, or if the additional financing required in accordance with paragraph 10 above is not forthcoming from the Executive Committee or other sources, the assistance to be provided pursuant to this Agreement may be reduced, suspended or terminated by WMO. No commitments shall be made by WMO prior to the receipt of these contribution-payments.

12. Income not spent in a budget year may be carried forward from one year to the next within the financial validity of this Agreement.

13. The accounts shall be subject exclusively to the internal and external auditing procedures provided in the financial regulations, rules and directives of WMO.

14. WMO reserves the right to accept a regional or eligible bilateral contribution under the Fund, by a country not operating under paragraph 1 of Article 5, only where the provided services can be effectively utilized by the recipient country.

15. At the specific request of the recipient countries operating under paragraph 1 of Article 5 of the Protocol, and when technically justified, eligible in-kind support can be provided in the form of expert personnel, technology, technical documentation and training under projects or programmes implemented by WMO. Such inputs shall be incorporated in the relevant project documents.

16. WMO shall notify the Chief Officer of the Fund Secretariat and the Executive Committee when all activities relating to the purposes for which the Award was established have been completed.

17. Notwithstanding the completion of the projects financed from the Award, WMO shall continue to hold unutilized contribution-payments until all commitments and liabilities incurred in implementation of the projects have been satisfied and project activities brought to an orderly conclusion.

18. If the unutilized contribution-payments are insufficient to meet such commitments and liabilities, WMO shall notify the Chief Officer of the Fund Secretariat and will consult both with the Chief Officer and the Executive Committee on the manner in which such commitments and liabilities may be satisfied.

19. WMO shall notify the Executive Committee when the purposes for which the contributions were provided have been realized and the approved projects have been operationally completed.

20. In the event of termination of this Agreement, WMO shall continue to hold unutilized contribution payments until all commitments and liabilities incurred in implementation of the projects and programmes have been satisfied and project and programme activities brought to an orderly conclusion.

21. Any contribution-payments that remain unexpended after such commitments and liabilities have been satisfied shall be transferred to the Fund, as approved by the Executive Committee, through the Chief Officer of the Fund Secretariat. Thereafter WMO's responsibilities under this Agreement shall be considered terminated.

B. Operational Procedures

22. As specified by the Parties and on the invitation of the Executive Committee, WMO shall consult regularly with the other implementing agencies and, in particular, with UNDP, UNIDO, the World Bank and UNEP to facilitate programme coordination and prevent duplication of activities.

23. WMO as requested by the Executive Committee, in the context of projects developed to facilitate compliance with the Montreal Protocol will co-operate with and assist the Parties within its respective areas of expertise.

24. WMO, jointly with the Fund Secretariat and other implementing agencies, shall co-operate with the Parties to provide information on funding available for relevant projects, to secure the necessary contacts and to co-ordinate, when requested by the interested Party, projects financed from other sources with activities financed under the Montreal Protocol.

25. The financing of activities or other costs, including resources channelled to third party beneficiaries, shall require the concurrence of the recipient Government concerned. The recipient Government shall be fully associated with the planning of the projects and programmes.

26. The annual WMO work programme under this Agreement, including proposed budgets, will be submitted through the Chief Officer of the Fund Secretariat to the Executive Committee for approval. Upon approval of the work programme by the Executive Committee, WMO shall implement projects in accordance with the work programme and, as appropriate, in accordance with the legal arrangements to be concluded between WMO and the recipient governments.

27. In the design and selection of projects WMO will follow the Executive Committee's criteria for project eligibility and its guidelines for the implementation of activities supported by the Fund.

28. The Executive Committee will assess and, where applicable, approve those project proposals formulated by WMO independently or by WMO in co-operation with other Implementing Agencies.

C. Ownership and Disposal of Property

29. Ownership of equipment, supplies and other property financed from the contribution shall vest in WMO for the duration of the specific project or programme activity. Following operational completion of the project, the ownership shall be transferred to the appropriate institution or agency in the recipient country in accordance with the relevant policies and procedures of WMO, taking into account recommendations that may be received from the Chief Officer of the Fund Secretariat. The transfer of ownership shall be recorded in writing, and WMO shall have no responsibility for the property after its transfer.

D. Participation at Meetings

30. The Secretary-General of WMO, or a designated representative, will participate as appropriate in meetings of the Executive Committee to report and consult on WMO's activities under these arrangements.

E. Reports

31. As approved by the Executive Committee and in accordance with WMO accounting and reporting procedures, WMO shall submit to the Executive Committee through the Fund Secretariat the following reports:

(a) an annual progress and financial report on project activities;

(b) where applicable, a progress report on implementation of activities of prior approved tranche and a future tranche implementation plan pursuant to the Agreement between the relevant country and the Executive Committee;

(c) an annual financial statement on the overall status of the Executive Committee's contributions, supported by delivery reports for each project financed from the Award;

(d) a final report including assessment of the results achieved, upon operational completion of the projects;

(e) a final financial report on the implementation of the completed projects, within six months of the end of the year in which the final disbursement was made on account of the projects.

32. WMO shall contribute to an annual report to be prepared by the Fund Secretariat on the inter-agency work programme and co-ordination of activities.

33. The Executive Committee will review periodically performance reports on WMO's implementation of activities supported by the Fund and will monitor and evaluate expenditures incurred on the basis of the reports submitted by WMO under paragraph 31 above. The Executive Committee will transmit its findings to WMO for comment and follow-up.

F. Settlement of Disputes

34. Any dispute, controversy or claims between the Parties to this agreement, arising out of, or in connection with, this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The Executive Committee and WMO agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute.

35. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WMO, or of the United Nations, including the United Nations Environment Programme, under their respective constituent instruments, the Convention on the Privileges and Immunities of the Specialized Agencies of 1947, the Convention on the Privileges and Immunities of the United Nations of 1946, or otherwise.

G. Amendments or Termination of the Agreement

36. This Agreement may be amended by agreement in writing between the Executive Committee and WMO.

37. These arrangements will terminate at the option of either the Executive Committee or WMO upon six months written notice. The financial provisions governing termination of the Agreement are specified in paragraphs 20 and 21 above.

38. This Agreement shall enter into force upon signature by both the Executive Committee and WMO.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in two copies in English.

For the Executive Committee:

Signature: _____ _____
[Insert name and signature] [Date]

For the World Meteorological Organization (WMO):

Signature: _____ _____
[Insert name and signature] [Date]

Annex II

DRAFT AGREEMENT BETWEEN THE UNITED NATIONS ENVIRONMENT PROGRAMME, AS THE TREASURER OF THE MULTILATERAL FUND FOR THE IMPLEMENTATION OF THE MONTREAL PROTOCOL AND THE WORLD METEOROLOGICAL ORGANIZATION

WHEREAS the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer (Protocol) to the Vienna Convention for the Protection of the Ozone Layer (Parties) have established the Multilateral Fund for the Implementation of the Montreal Protocol (Fund) to operate under the authority of the Parties through an Executive Committee to provide the financing of agreed incremental costs to enable Parties operating under paragraph 1 of Article 5 of the Protocol to comply with the control measures of the Protocol;

WHEREAS the Parties established an Executive Committee to develop and monitor the implementation of specific operational policies, guidelines and administrative arrangements including the disbursement of resources for the purpose of achieving the objectives of the Fund with the co-operation and assistance of the World Bank (Bank), the United Nations Environment Programme (UNEP), the United Nations Industrial Development Organization (UNIDO), the United Nations Development Programme (UNDP) and the World Meteorological Organization (WMO);

WHEREAS at the request of the Parties, the Fund was established in accordance with the Financial Regulations and Rules of the United Nations;

WHEREAS by decision of the Executive Committee, UNEP has been appointed as Treasurer of the Fund;

WHEREAS the roles and responsibilities of the Treasurer have been set out in the 2004 revised Agreement between the Executive Committee and UNEP as the Treasurer of the Fund;

WHEREAS WMO has agreed to provide for the establishment of an Award to be constituted by the funds provided to WMO in accordance with the Agreement concluded on [DATE] between the Executive Committee of the Multilateral Fund and WMO, together with any other assets and receipts received for the benefit of the Parties;

WHEREAS the Executive Committee and WMO have agreed on the administrative arrangements and procedures covering WMO involvement in the implementation of the work programme of the Fund, pursuant to which the Treasurer will transfer funds to WMO to enable WMO to administer and manage projects and activities approved by the Executive Committee for implementation by WMO;

NOW THEREFORE, WMO and the Treasurer hereby agree as follows:

Article I

1.1 The Treasurer shall transfer the amounts approved by the Executive Committee, in advance for the implementation of planned projects and activities approved by the Executive Committee for implementation by WMO, to the following WMO bank account:

Name of account holder: World Meteorological Organization
Bank clearing: 0240
Bank account number: C0191516.1
Name of bank: UBS SA
Address of bank: Case Postale 2770, 1211 Geneva 2, Switzerland
Bank Swift code: UBSWCHZH80A
IBAN: CH29 0024 0240 C019 1516 1

1.2 Funds held in the account and not immediately required will be invested in accordance with the regular practice of the WMO, and the income from investments will be added to the resources held.

Article II

2.1 The accounts of the Fund will be administered by WMO in accordance with the Financial Regulations and Rules of WMO.

2.2 Project management and expenditures will be governed by the Financial Regulations and Rules of WMO.

Article III

3.1 WMO will provide financing from the Award for the purpose of meeting the costs of the projects and activities approved by the Executive Committee for implementation by WMO.

3.2 WMO will make commitments for financing under these arrangements upon the receipt of funds in the defined bank account. For this purpose, WMO shall consider as resources at its disposal contribution payments in cash transferred to WMO by the Executive Committee through the Treasurer of the Fund.

3.3 Notwithstanding the completion of projects financed from the accounts, WMO will continue to hold all unutilized resources in the Award until all commitments and liabilities in the implementation of these projects have been satisfied and project activities have been brought to an orderly conclusion. Any resources that remain unexpended after such commitments and liabilities have been satisfied will be transferred back to the Fund or used as the Executive Committee and WMO may jointly determine.

3.4 If the unutilized resources prove insufficient to meet such commitments and liabilities WMO will consult with the Chief Officer of the Fund Secretariat and the Executive Committee on the manner in which such commitments and liabilities may be satisfied.

Article IV

4.1 WMO will provide the Treasurer with an annual provisional financial statement in the format agreed by all the implementing agencies. The provisional financial statement should be duly signed by an authorized official of WMO and should reach the Treasurer by 31 January of the following year to allow for the timely compilation of the annual accounts of the Fund.

4.2 WMO will provide the Treasurer by 30 September with a certified annual statement of income and expenditure for the previous year, including any pertinent comments made by the Auditors.

4.3 Financial statements submitted to the Treasurer in accordance with paragraph 4.2 above will form part of the overall WMO financial statements, which will be audited in accordance with the audit rules and procedures of WMO.

4.4 The Treasurer will maintain and after each meeting of the Executive Committee of the Multilateral Fund distribute to WMO a year-to-date payment ledger for the purposes of reconciliation of accounts.

4.5 The accounts of the Fund maintained by the Treasurer will be subject solely to the Internal and External Audit of the United Nations.

Article V

5.1 These arrangements will remain in force until such time as either party agrees to terminate the Agreement. Should one party wish to terminate these arrangements, such termination notice will be given 180 days prior to its intended termination.

5.2 Notwithstanding the termination of this Agreement, WMO will continue to hold unutilized funds and interest income earned thereof until all commitments and liabilities incurred in the implementation of activities approved by the Executive Committee have been satisfied and activities have been brought to an orderly conclusion.

5.3 Any funds that remain after such commitments and liabilities have been satisfied; will be transferred by WMO to the Fund or used as the Executive Committee and WMO may jointly determine.

Article VI

6.1 Any dispute between the Treasurer and WMO arising out of or relating to this Agreement will be settled amicably by negotiation between them. Any such dispute that is not so settled will be referred to the Executive Director of UNEP and the Secretary-General of WMO, or their designated representatives, for resolution.

6.2 Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNEP, or of WMO.

Article VII

7.1 This Agreement shall enter into force on the date of the last signature by the authorized representatives of the parties. The Agreement may be modified only by written agreement between the parties.

_____	_____
For WMO	For UNEP as Treasurer
Name:	Name:
Functional Title:	Functional Title:
Place of signature:	Place of signature:
Date:	Date: