

# Report of the Meeting of Plenipotentiaries to set up the BOBP Inter-Governmental Organisation



## INTEGRATED COASTAL FISHERIES MANAGEMENT



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**REPORT OF THE MEETING OF PLENIPOTENTIARIES TO SET UP THE  
BOBP INTER-GOVERNMENTAL ORGANISATION**

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**28 February - 1 March, 2002  
Colombo, Sri Lanka**



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**BAY OF BENGAL PROGRAMME  
Chennai, India  
20002**

## **Preface**

This document records the proceedings of the Meeting of Plenipotentiaries to set up the BOBP Inter- Governmental Organisation. The Meeting was held on 28 February – 1 March, 2002 in Colombo, Sri Lanka.

The document contains the Colombo Resolution, the Progress Report for 2000 – 2002 (up to February) of the BOBP, Rules of Procedure, Financial Regulations, Staff Regulations, Employment Conditions, Proposed Schedule of Government Contributions and the Agreement for setting up of the BOBP Inter- Governmental Organisation.

The Plenipotentiaries represent the BOBP member-countries.

The Bay of Bengal Programme (BOBP) is a multi-agency regional fisheries programme that covers seven countries around the Bay of Bengal – Bangladesh, India, Indonesia, Malaysia, Maldives, Sri Lanka, Thailand. The Programme plays a catalytic and consultative role in developing coastal fisheries management in the Bay of Bengal, thereby helping improve the conditions of small-scale fisherfolk in member-countries.

The BOBP was set up in 1979 in Chennai. The goal was to help improve the living standards of small-scale fisherfolk in the region by demonstrating appropriate technologies and methodologies in various fisheries and extension disciplines. The Programme's first phase, whose thrust was on introducing new technologies, ended in 1986, the extension and community-based second phase ended in 1993. The third phase focused on fisheries management in view of widespread concerns about the sustainability of fisheries resources. Scheduled to end in 1999, it has been extended beyond that date to facilitate the conversion of the BOBP to an Inter-Government Organisation in accordance with the wishes of the Programme's member-countries.

The BOBP's third phase was sponsored by the Governments of Denmark and Japan. The executing agency for the third phase and the current extension phase is the FAO (Food and Agriculture Organization of the United Nations).



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## **Report of the Meeting of Plenipotentiaries**

### **Opening of the Meeting**

1. The Bay of Bengal Programme for Coastal Fisheries Management (BOBP) held its Meeting of Plenipotentiaries (MOP) to consider institutionalisation of the BOBP as an Inter-Governmental Organisation (BOBP-IGO) from 28 February to 1 March, 2002, at the Trans Asia Hotel, Colombo, Sri Lanka. Appendix A contains a list of participants.
2. The Hon'ble Mahinda Wijesekara, Minister for Fisheries and Ocean Resources, Sri Lanka, inaugurated the Meeting. The Hon'ble Minister welcomed the delegates to the MOP and expressed his thanks to FAO-BOBP for choosing Colombo as the venue for the meeting. He said that the participatory approach should be used to address the concerns of the region. The future programmes of BOBP-IGO should lay a greater emphasis on gender equity, major programme benefits should go to the end-users, the private sector should be assigned a major role, alternative employment opportunities for fishermen need more detailed studies, and 'success stories' and 'best practices' should be replicated through bilateral and multilateral exchanges using the mechanism of Technical Cooperation among Developing Countries (TCDC).
3. Welcoming the participants, Mr S C Mannapperuma, Secretary, Ministry of Fisheries and Ocean Resources, Sri Lanka, said that we could look back with pride on the numerous achievements of the BOBP during the past 22 years towards the development of fisheries in the seven member-countries. He noted that the BOBP member-countries face a set of common realities and challenges. As there is no permanent regional fisheries organisation in the Bay of Bengal to support small-scale coastal fisheries development and management, there is a justifiable need for an IGO in the region. He hoped that the Plenipotentiaries would come up with constructive recommendations for establishment of the IGO in the Bay of Bengal region.
4. Mr Mazlan Jusoh, FAO Representative in Sri Lanka and the Maldives, in his Welcome and Introductory Remarks, said that the Bay of Bengal region is quite unique. It has been recognised as one of the world's 49 Large Marine Ecosystems. The coastal and offshore waters of the region support numerous fisheries, which are of great socio-economic importance to the countries bordering the Bay of Bengal and provide direct employment to over two million fisherfolk. Mr Jusoh noted that the FAO is watching with great interest the outcome of the resolution passed by the BOBP member-countries in Phuket to forge unity and set up the IGO for sustainable fisheries development and management in the region. The FAO would like to urge all the member-countries to discuss fully and frankly the various issues concerned with the process of institutionalisation of BOBP as an IGO.
5. Mr Rolf Willmann, Senior Fishery Planning Officer, FAO, conveyed greetings and best wishes for a fruitful meeting from Mr Ichiro Nomura, Assistant Director General, FAO Fisheries Department. He stressed the great importance FAO assigns to the formation of an IGO for the Bay of Bengal that would continue and strengthen the invaluable work that had commenced with the launching of BOBP some 22 years ago. He welcomed the willingness of governments in the region to cover the core funding of the BOBP-IGO. This would ensure the sustainability of the IGO and form a good basis to solicit project-specific and programme-specific support from donor governments that, in general, were eager to support regional organisations.

6. Mr G Piyasena, Director General, Department of Fisheries and Aquatic Resources, Ministry of Fisheries and Ocean Resources, Government of Sri Lanka, proposed a vote of thanks.
7. The working session of the Meeting was opened by the outgoing Chairman from Thailand, Dr Somsak Chullasorn, Senior Advisor, Department of Fisheries, Royal Government of Thailand.

### **Election of Chairperson**

8. The Meeting of the Plenipotentiaries unanimously elected Mr S C Mannapperuma, Secretary, Ministry of Fisheries and Ocean Resources, as Chairperson.

### **Adoption of the Agenda**

9. The Meeting of Plenipotentiaries adopted the agenda for the Meeting, incorporating the recommendations of the members (as in Appendix-B). The documents made available to the Plenipotentiaries are listed in Appendix-C.

### **The BOBP-IGO Agreement and other matters**

10. The Plenipotentiaries agreed in principle to establishment of the BOBP Inter-Governmental Organisation (BOBP-IGO).
11. This agenda item was discussed on the basis of the draft documents (Rules of Procedure, Financial Regulations, Staff Regulations, Employment Conditions, Proposed Schedule of Government Contributions) circulated to the member-countries earlier and the draft Agreement circulated along with the agenda papers. The draft Agreement was agreed to by the Plenipotentiaries subject to certain changes and subsequent vetting by the Legal Office of FAO.
12. Given that coastal resources, particularly near-shore resources, are exploited close to if not beyond sustainable levels, improving the management of fisheries is of immediate concern. The Plenipotentiaries agreed that the objectives of the BOBP-IGO shall be to enhance co-operation among member countries/ other countries in the region to provide technical and management advisory services for sustainable coastal fisheries development and management in the Bay of Bengal region.
13. The Plenipotentiaries endorsed the benefits of fisheries management in the context of sustainable fisheries development in the region. Further, it was felt that fisheries management is in line with national aspirations to sustain fisheries production and ensure livelihood security for millions of fisherfolk in the region.
14. The Plenipotentiaries recognised that awareness of the need for, the benefits of and the methods of coastal fisheries management, had been considerably strengthened in the region by the efforts of the BOBP. The work needs to be carried forward through the BOBP-IGO.
15. The Plenipotentiaries commended and recorded their appreciation of the efforts of the BOBP during the three phases of the Project, and the immense benefits that had accrued to fisheries development and management in the region through these efforts.

### **Adoption**

16. The Colombo Resolution was adopted on 1 March, 2002.

## **The Colombo Resolution**

The Meeting of Plenipotentiaries adopted the following resolutions:

1. The Meeting of Plenipotentiaries (MOP) agreed in principle to establishment of the BOBP Inter-Governmental Organisation (BOBP-IGO) to continue the work of the BOBP.
2. The Agenda relating to Rules of Procedure, Financial Regulations, Staff Regulations, Employment Conditions, Schedule of Government Contributions and the Agreement, was agreed to, to subject to certain modifications.
3. It was agreed to refer the Agreement (as approved by the MOP) to the Legal Office of the Food and Agriculture Organization of the United Nations, Rome, for vetting.
4. The draft Agreement after vetting would be circulated to the member- countries by the end of March, 2002 for their approval.
5. There was consensus that approval of member- countries should be intimated to FAO by the end of May 2002 to enable establishment of the BOBP- IGO.
6. It was agreed that if a minimum of four countries sign the Agreement, the BOBP- IGO would be established. It was also agreed that representatives of the member- countries would meet at the time of the first Workshop of the GEF- assisted Bay of Bengal Large Marine Ecosystem Project to endorse the establishment of the BOBP-IGO and decide on future working arrangements.
7. It was agreed to urge FAO to provide funds for further extension of the ongoing BOBP until 31 May, 2002 to enable the Secretariat to continue the coordinating work and facilitate establishment of the BOBP-IGO.
8. In the event of the establishment of the BOBP- IGO, the MOP agreed to transfer the existing equipment and assets of the BOBP to the new organisation. However, in the event of the BOBP-IGO not being set up, it was agreed to transfer the Programme's equipment and assets to the host country. With regard to the Library, it was agreed to transfer it either to the FAO Regional Office for Asia and the Pacific (RAP), Bangkok, or to a Chennai- based fisheries institution, depending on the advice of the FAO.

## **Appendix A**

### **List of Participants**

#### **Bangladesh**

**Mr A T M Rafiqul Haque**

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## **Food and Agriculture Organization**

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## Appendix B

### Agenda

#### *Thursday, 28 February 2002*

- 0900 hrs            Inauguration of the Meeting of Plenipotentiaries
- 1030 hrs            Election of the Chairperson  
Adoption of Agenda  
Project Report, January 2000-February 2002 –  
Coastal Fisheries Management Project (GCP/RAS/117/MUL)  
Institutionalisation of the Bay of Bengal Programme as an  
Inter-Government Organisation (IGO)
- *The Draft Agreement*
- 1400 hrs            -        *Draft Rules of Procedure of the IGO*  
                         -        *Draft Financial Regulations of the IGO*  
                         -        *Draft Staff Regulations of the IGO*  
                         -        *Draft Employment Conditions of the IGO*
- 1545 hrs            -        *Proposed Schedule of Government Contributions*

#### *Friday, 1 March 2002*

- 0900 hrs            Discussions on the IGO (continued) and decisions of the Plenipotentiaries
- 1015 hrs            Matters relating to the future arrangements for the IGO/  
Closure of the Bay of Bengal Programme  
Adoption of the Report
- 1400 hrs            Closing Ceremony
-

## Appendix C

### List of Documents

1. MOP/2002/GEN 1 - Programme
2. MOP/2002/GEN 2 - Provisional Agenda
3. MOP/2002/GEN 3 - List of Documents
4. MOP/2002/GEN 4 - List of Participants
5. MOP/2002/INF 1 - The Bay of Bengal Programme – *A Brochure on the Third Phase*
6. MOP/2002/INF 2 - Learnings of the Third Phase of the Bay of Bengal Programme for Coastal Fisheries Management, 1994-1999 (BOBP/REP/85)
7. MOP/2002/INF 3 - Report of the 24<sup>th</sup> Meeting of the Advisory Committee of the BOBP (BOBP/REP/83)
8. MOP/2002/INF 4 - The Phuket Resolution
9. MOP/2002/INF 5 - Coastal Fisheries Management in the Bay of Bengal - Project Findings and Recommendations: Terminal Report (F1: GCP/RAS/117/MUL; F1: GCP/RAS/150/DEN; F1: GCP/RAS/151/JPN)
10. MOP/2002/INF 6 - The Chennai Declaration on Sea Safety for Artisanal and Small-scale Fishermen
11. MOP/2002/INF 7 - Glimpses into the BOBP's Achievements, 1979-2000
12. MOP/2002/INF 8 - BOBP Third Phase Publications (1999 – 2000)
13. MOP/2002/INF 9 - Archive of all BOBP's publications during 1979-2000: A set of CD-ROMs
14. MOP/2002/AP 1 - Progress Report January 2000 - February 2002 : Coastal Fisheries Management Project (GCP/RAS/117/MUL)
15. MOP/2002/AP 2 - Institutionalisation of the Bay of Bengal Programme as an Inter-Governmental Organisation
  - *Draft Rules of Procedure of the IGO*
  - *Draft Financial Regulations of the IGO*
  - *Draft Staff Regulations of the IGOs*
  - *Draft Employment Conditions of the IGO*
  - *Proposed Schedule of Government Contributions*
  - *The Draft Agreement*
16. MOP/2002/AP 3 - Future Arrangements for the IGO/ Closure of the BOBP



## Appendix D

### Progress Report : January 2000 – February 2002

**Project Title: Information Services for Fisheries Development and Management in the Bay of Bengal Region (GCP/ RAS/ 117/ MUL)**

The Bay of Bengal (BOB) covers some of the most productive waters in the world and supports a large population of small-scale fishermen: some 6-8 million directly and some 35 - 40 million others engaged in ancillary activities relating to fisheries. However, unsustainable fishing practices, environmental degradation, post-harvest losses, etc. threaten the livelihood of millions of small-scale fishers in the Bay. Moreover, the safety of small-scale fisherfolk at sea continues to be an area of neglect. Every year hundreds of lives are lost at sea due to poor facilities for safety and inadequate navigational aids.

The contribution of coastal fisheries from the BOB to nutrition and economic well-being in the region is substantial. Any decline in fisheries would severely impact the food security and national economy of the BOB countries. While governments in the region have recognized in principle the need for better fisheries management, action has been lacking because of various constraints. Lack of awareness about management among most fisheries stakeholders, including the general public, is one of them. The BOBP could usefully address these issues.

There is a strong and growing optimism that the Bay of Bengal can produce significantly more fish than the present level of landings through improved and greater management of the resource. Such management will clearly benefit from better and more scientific and responsible technological inputs, better all-round awareness, and adoption of a community-based participatory approach and regional co-operation.

The Third Phase BOBP was extended by another 26 months, using savings accruing mainly from member-country contributions (GCP/RAS/117/MUL), with the FAO/UN extending its service as executing agency. The objective of this extension was to take the Code of Conduct for Responsible Fisheries (CCRF) to institutions and stakeholders at all levels, and create better awareness amongst fisherfolk and the member-governments about adoption of sea-safety measures. Such awareness-creation, and propagation and dissemination of lessons learned on management issues, will strengthen action and implementation in the field.

The extension of BOBP was also considered essential to bridge support to the transition of the Programme from an FAO-executed agency to an Inter-Governmental Organisation (BOBP-IGO). This would facilitate and further the process of discussion and consultation among seven member countries and the FAO, so that the BOBP-IGO when established will be an organisation with a clear vision and practical, achievable plans of action.

As a part of BOBP's mandate to develop and build awareness of the need for, the benefits and methods of fisheries management including CCRF through Information Services, the following activities were implemented during the period:

- Translation of the Code in the national languages of the member-countries and printing of copies of the translated versions for circulation to concerned institutions/ agencies/ fishermen associations, etc.
- Organisation of a Regional Workshop to discuss issues relating to safety of fishermen at sea in BOB region.

- Assist the national governments in organisation of the Fishermen's Week/ Day to promote and institutionalise a more participatory and community-based system of management of fisheries and aquatic resources.
- Publication and dissemination of the reports of activities completed during the Third Phase, including the *Bay of Bengal News*.
- Finalise the constitution, by-laws, staff regulations, country contributions, etc for the proposed BOBP-IGO.
- Organise a Meeting of Plenipotentiaries of member-countries to take a decision on the setting up of the BPBP-IGO.

Details of the activities completed during the period January 2000 – February 2002 are as follows:

#### **Information Service: Report for 2000-2001**

1. Eight issues of the popular quarterly Newsletter, *Bay of Bengal News*, were published till December 2001. Different issues had a special focus on shrimp culture, learnings of the Third Phase of BOBP, the Code of Conduct for Responsible Fisheries and its implementation in the region, and safety at sea for artisanal and small-scale fisherfolk.
2. As a supplement to the Newsletter, an eight-page booklet, 'Glimpses into the BOBP's Achievements, 1979-2000' was brought out to summarise the Programme's achievements and the impact they had in the member-countries.
3. Fourteen technical reports/ mineos and two information documents were brought out during the period. One more report is being edited and processed for publication and the manuscripts of two others are awaited from the authors.
4. A pair of interactive CD-ROMs, which archive the entire print output of BOBP from January 1979 to December 2000 was prepared and released during June 2001. The CD-ROMs archive more than 275 technical reports, including those of the DFID-funded Post-Harvest Fisheries Project, 71 issues of *Bay of Bengal News* and all other printed materials of the BOBP, such as brochures, information booklets, posters, calendars and cards. Totally, about 20 000 pages were archived. The CD-ROMs were despatched to the regular contacts in the seven member-countries, the FAO Headquarters, the FAO Regional offices, and select FAO representations within and outside the region.

Feedback on the CD-ROMs has been excellent. Fisheries officials and scientists everywhere are delighted that they have acquired the entire output of BOBP-including valuable reports that are out-of-print in a simple handy format. Numerous requests for the CD-ROMs have been pouring in from different parts of the world.

5. A 20-minute video film and a CD-ROM on 'Taking the Code of Conduct for Responsible Fisheries to the People – A Street Play' was released during the period. The street play was based on the Programme's activities in coastal fishing villages of Kanniyakumari district, Tamil Nadu, India.
6. To take the Code of Conduct for Responsible Fisheries to end users, the FAO's 13-page concise version of the Code, 'What is the Code of Conduct for Responsible Fisheries?' has been translated into Bengali, Telugu, Tamil, Hindi, Marathi, Thai and Sinhalese languages.
7. Promotional materials on BOBP and fisheries management include seven posters, two table calendars and a post card.

A list of publications and promotional materials relating to the period January 2000 – February 2002 follows:

**A. Newsletters: *Bay of Bengal News***

1. Vol. II No 16 March, 2000
2. Vol. II No 17 June, 2000
3. Vol. II No 18 September, 2000
4. Vol. II No 19 December, 2000
5. Vol. III No 1 March, 2001
6. Vol. III No 2 & 3 June-September, 2001
7. Vol. III No 4 December, 2001

**B. Reports/ Mimeographs/ Manual**

1. **BOBP/REP/84** Report of the Expert Consultation on Cleaner Fishery Harbours and Fish Quality Assurance, 25-28 October, 1999, Chennai, India
2. **BOBP/REP/85** Learnings of the Third Phase of the Bay of Bengal Programme for Coastal Fisheries Management, 1994-1999 – *G L Preston* and *Y S Yadava*
3. **BOBP/REP/86** Report of the Regional Symposium on Marine Protected Areas and their Management. 1-4 November, 1999, Alor Setar, Kedah, Malaysia
4. **BOBP/REP/87** An Acoustic Approach to Resource Mapping of Pulan Payar's Coral Reef – A Survey Report – *Lee Wah Sze, George Chong & Mohd. Pauzi bin Abdullah*
5. **BOBP/REP/88** A Review of the Status and Trends of Exported Ornamental Fish Resources and their Habitats in Sri Lanka – *S U K Ekaratne*
6. **BOBP/REP/89** Traditional Customary Fisheries Management Systems in Six Provinces of Indonesia – *Reza Shah Pehlavi, Sihar Siregar & Riyanto Basuki* (in print)
7. **BOBP/REP/90** Report of the National Workshop on the Code of Conduct for Responsible Fisheries 29-30 September, 2000, Chennai, India
8. **BOBP/REP/91** Traditional Reef Resources Management Practices in the Maldives (to be published)
9. **BOBP/MM/1** Basic Needs of 39 Coastal Fishing Communities in Kanniyakumari District, Tamil Nadu, India – A Survey to Investigate and Prioritise Problems Regarding Services and Infrastructure – *Rene J C Verduijn*
10. **BOBP/MM/2** Fishing Patterns and Intensity in Kanniyakumari District, India – *B R Bierhuizen*
11. **BOBP/MM/3** Skill Gaps and Training Needs Analysis of the Department of Fisheries, Tamil Nadu, for Sustainable Development and Management of Fisheries

12. **BOBP/MM/4** Strengthening Monitoring and Evaluation and Management Information Systems in the Department of Fisheries, Tamil Nadu
13. **BOBP/MM/5** Strengthening Monitoring and Evaluation and the Management Information System of the Ministry of Fisheries and Aquatic Resources Development, Sri Lanka
14. **BOBP/MAG/24** Manual on Stakeholder Analysis (to be published)

**C. Miscellaneous Awareness Materials on Fisheries Management**

***Brochures/ Translations***

15. Glimpses into the BOBP's Achievements, 1979-2000
16. BOBP Third Phase Publications (1994-2000)
17. Translations of the concise version of the Code "What is the Code of Conduct for Responsible Fisheries?" in Bengali, Telegu, Tamil, Hindu, Marathi, Thai and Sinhalese languages

***CD-ROMs/ VIDEO***

18. Taking the Code of Conduct for Responsible Fisheries to the People – A Street Play (CD-ROM, 20 minutes)
19. Taking the Code of Conduct for Responsible Fisheries to the People – A Street Play (Video, 20 minutes)
20. Archives of the Bay of Bengal Programme (1979-2000) – Volumes I & II (CD-ROMs)

***Posters***

21. Save our Seas
22. Safety at Sea – Some Useful Tips
23. Safety at Sea – Together We Will Make Fishing Safer at Sea
24. Safety at Sea – Artisanal Fishermen – Living on the Edge
25. Mangroves Must Live (reprint)
26. Post- Harvest: Keep your fish fresh in ice and get a better price (in English and Tamil)
27. Post- Harvest: A new container to market your fish (in English and Tamil)

***Table Calendars***

28. The Wonders of Traditional Craft (2000)
29. Promoting Fisheries Management through Communication (2001)

**Staff 2000-2002 (GCP/RAS/151/JPN, GCP/RAS/117/MUL)**

Staff	Designation	Arrival Date of (month/ year)	Departure
<b>Professional</b>			
1. Kee-chai CHONG	Programme Coordinator	12/1994	7/2000
2. Yadava, Y S	Interim IGO Coordinator	8/2000	—
<b>General Service staff</b>			
1. Verghese, C (Ms)	Secretary/Admin. Assistant	5/1997	—
<b>Consultants/ Casual Assignments</b>			
1. Madhu, S R	Consultant	1/2000	31/2000
2. Amalore, E	Consultant	1/2000	31/2000



## **Appendix E**

### **Institutionalisation of the Bay of Bengal Programme as an Inter-Governmental Organisation**

- *The Agreement*
- *Rules of Procedure*
- *Financial Regulations*
- *Staff Regulations*
- *Employment Conditions*
- *Proposed Schedule of Government Contributions*

# **Agreement on the Institutionalisation of the Bay of Bengal Programme as an Inter-Governmental Organisation**

## **The Contracting Parties,**

*Conscious* of the paramount importance of coastal fisheries as an essential sector of development in the Bay of Bengal region;

*Recognising* that coastal fisheries plays a vital role in economy of the Bay of Bengal countries;

*Recognising* that the establishment and maintenance of an Inter- Governmental Organisation in the region can make a significant contribution to the development of coastal fisheries;

*Considering* that the success of such an Inter- Governmental Organisation will depend largely on close regional co-operation;

*Considering* that co-operation in this field can best be achieved through the establishment of an Inter-Governmental Organisation carrying out its activities in collaboration with other governments as well as organisations and institutions that may be able to provide financial and technical support;

*Have agreed as follows:*

## **Article 1 ESTABLISHMENT**

The Contracting Parties hereby establish the Bay of Bengal Inter- Governmental Organisation on coastal fisheries with the objectives and functions set out hereinafter.

## **Article 2 DEFINITIONS**

For the purpose of this Agreement:

“Organisation” means the Inter-Governmental Organisation for the Bay of Bengal Programme on coastal fisheries (BOBP - IGO)

“Agreement” means this agreement for the establishment of the BOBP - IGO.

“Member” means a government which is a contracting party to this Agreement.

“Council” means the Governing Council of the BOBP - IGO.

“Director” means the Director of the BOBP - IGO.

“Donor Government” means a government, other than a Member Government, which makes a substantial contribution to the activities of the Organisation and has concluded an agreement pursuant to Article 15 of this Agreement.

## **Article 3 OBJECTIVES**

The objectives of the Organisation shall be to enhance co-operation among member countries, other countries and organisations in the region and provide technical and management advisory services for sustainable coastal fisheries development and management in the Bay of Bengal region.

## **Article 4**

### **FUNCTIONS**

In order to facilitate the achievement of the foregoing objectives, the Organisation shall:

- a) *implement* programmes and activities which are of immediate requirement for the sustainable development and management of coastal fisheries;
- b) *consolidate* the establishment of an expanded network to share the responsibility of fisheries management, training and information exchange essential to coastal fisheries development in the region;
- c) *assist* the Members in increasing the livelihood opportunities and improving the quality of life of the small-scale fishers in the region;
- d) *increase* awareness and knowledge of the needs, benefits and practices of coastal fisheries management;
- e) *assist* the Members in harmonisation of policy and legal framework necessary for sustainable development and management of coastal fisheries resources of the region;
- f) *train* and upgrade core personnel needed for coastal fisheries planning, research, training, extension and development;
- g) *establish* a regional information system to provide appropriate information for development, planning, research and training;
- h) *assist* the Members in strengthening their national capabilities in development and management of coastal fisheries;
- i) *transfer* to the Members appropriate technologies and techniques for development of small-scale fisheries;
- j) *promote* regional self-reliance in small-scale fisheries development through Technical Cooperation among Developing Countries (TCDC) and facilitate the exchange of national experts, technical know-how and information within the framework of TCDC;
- k) *develop* programmes for the promotion of women's participation in coastal fisheries development at all levels;
- l) *assist* the Members in feasibility studies and project formulation; and
- m) *undertake* such other activities related to the objectives of the Organisation as may be approved by the Governing Council.

## **Article 5**

### **SEAT**

1. The seat of the Organisation shall be determined by the Governing Council, subject to the consent of the Members concerned.
2. The Host Government shall provide free of charge or at a nominal rent, such accommodation and facilities as are necessary for the efficient conduct of work at the seat of the Organisation.
3. If necessary, the Governing Council may establish subsidiary offices, subject to the consent of the Members concerned.

## **Article 6**

### **MEMBERSHIP**

1. The Members of the Organisation shall be the Contracting Parties to this Agreement.
2. The original Members of the Organisation shall be the Governments in the Bay of Bengal region invited to the meeting of Plenipotentiaries at which this Agreement was adopted, which have ratified the Agreement or have acceded thereto. A list of invited Governments is given in Annex to this Agreement.
3. The Governing Council of the Organisation may, by a majority of not less than two-thirds of the Members, authorise any Government not referred to in paragraph 2 above, which has submitted an application for membership, to accede to this Agreement as in force at the time of accession, in accordance with Article 16, paragraph 3.

## **Article 7**

### **RIGHTS AND OBLIGATIONS OF MEMBERS**

1. Members shall, in accordance with this Agreement, have the right:
  - a) to attend the meetings of the Governing Council and other appropriate meetings that may be called by the Organisation;
  - b) to obtain on request, free of charge within reasonable limits, information available within the Organisation, on matters of their concern, including guidelines for obtaining technical assistance, and collaboration in the study of their problems; and
  - c) to receive free of charge publications and other information that may be distributed by the Organisation.
2. Members shall, in accordance with this Agreement, have the following obligations:
  - a) to settle their financial obligations towards the Organisation;
  - b) to collaborate in determining the technical activities of the Organisation;
  - c) to provide, promptly, information reasonably requested by the Organisation, to the extent that this is not contrary to any laws or regulations of the Member;
  - d) to undertake assignments that may be mutually agreed between individual Members or groups of Members and the Organisation;
  - e) to accord to the Organisation and its Members, in so far as it may be possible under the constitutional procedures of the respective Members, facilities which are deemed essential for the successful functioning of the Organisation; and
  - f) to collaborate, in general, in the fulfillment of the objectives and functions of the Organisation.

## **Article 8**

### **THE GOVERNING COUNCIL**

1. The Organisation shall have a Governing Council on which each Member shall be represented. The Governing Council shall be the supreme body of the Organisation.
2. The Governing Council shall adopt its own Rules of Procedure.

3. The Governing Council shall hold an annual session at such time and place as it shall determine.
4. Special sessions of the Governing Council may be convened by the Director at the request of not less than two-thirds of the Members.
5. The Governing Council may, in its Rules of Procedure, establish a procedure whereby the Chairman of the Governing Council may obtain a vote of the Members on a specific question without convening a meeting of the Council.
6. The Governing Council shall elect a Chairman, a vice chairman and other officers.
7. Each Member shall have one vote. Unless otherwise provided in this Agreement, decisions of the Governing Council shall be taken by a majority of the votes cast. A majority of the Members shall constitute a quorum.
8. The Food and Agriculture Organization of the United Nations (FAO) shall be invited to be represented at meetings of the Governing Council in an advisory capacity.
9. Donor Governments may be represented at meetings of the Governing Council in accordance with an agreement concluded with the Organisation under Article 15 of this Agreement.

## **Article 9**

### **FUNCTIONS OF THE OVERNING COUNCIL**

1. The functions of the Governing Council shall be:
  - a) to determine the policy of the Organisation and to approve by a majority of not less than two-thirds of the Members its programme of work and its budget, giving due consideration to the conclusions and recommendations of the Technical Advisory Committee referred to in Article 11;
  - b) to assess, by a majority of not less than two-thirds of the Members, the contribution of Members as provided in Article 13;
  - c) to establish special funds to enable the acceptance of additional resources for the development of programmes and projects;
  - d) to lay down general standards and guidelines for the management of the Organisation;
  - e) to evaluate the progress of work/activities of the Organisation including the auditing of accounts, in accordance with policies and procedures established for the purpose by the Governing Council, and to give guidance to the Director on the implementation of its decision;
  - f) to formulate and adopt the Financial Regulations and the Administrative Regulations, and to appoint auditors;
  - g) to appoint the Director of the Organisation and to determine his conditions of service;
  - h) to adopt rules governing the settlement of disputes, referred to in Article 19;
  - i) to approve formal arrangements with governments, as well as other organisations or institutions, including any headquarters agreement concluded between the Organisation and the Host Government;
  - j) to adopt the Staff Regulations which determine the general terms and conditions of employment of the staff;



- k) to approve agreements for co-operation to be concluded pursuant to Article 15; and
- l) to perform all other functions that have been entrusted to it by this Agreement or that are ancillary to the accomplishment of the approved activities of the Organisation.

## **Article 10 OBSERVERS**

Non-member Governments, organisations and institutions that are able to make a significant contribution to the activities of the Organisation may, in accordance with the Rules of Procedure adopted under Article 8, paragraph 2, be invited to be represented at sessions of the Governing Council as observers.

## **Article 11 TECHNICAL ADVISORY COMMITTEE**

- 1. The Governing Council shall establish a Technical Advisory Committee composed of one representative designated by each Member of the Organisation.
- 2. The representatives designated on the Technical Advisory Committee shall be persons with special competence and expertise in the field of coastal fisheries.
- 3. The Technical Advisory Committee shall meet at least once a year and at any time at the request of the Governing Council.
- 4. At its annual meeting, the Committee shall designate one of the Committee members as Chairman who shall convene the next annual meeting of the Technical Advisory Committee.
- 5. The Technical Advisory Committee shall advise the Governing Council on all technical aspects of the activities of the Organisation.
- 6. At each session, the Technical Advisory Committee shall adopt a report, which shall be submitted to the Governing Council.
- 7. FAO shall be invited to be represented at Sessions of the Technical Advisory Committee. Where appropriate, representatives of Donor Governments and of other organisations or institutions shall also be invited to be represented at such sessions.

## **Article 12 DIRECTOR AND STAFF**

- 1. The organisation shall have a Director appointed by the Governing Council.
- 2. The Director shall be the legal representative of the Organisation. He shall direct the work of the Organisation under the guidance of the Governing Council in accordance with its policies and decisions.
- 3. The Director shall submit to the Governing Council at each regular session:
  - a) a report on the work of the Organisation, as well as the audited accounts; and
  - b) a draft programme of work and a draft budget for the following year.
- 4. The Director shall:
  - a) prepare and organise the sessions of the Governing Council and all other meetings of the Organisation and shall provide the secretariat thereof;

- b) ensure coordination among Members of the Organisation;
  - c) organise conference symposia, regional training programmes and other meetings in accordance with the approved programme of work;
  - d) initiate proposals for joint action programmes with regional and other international bodies;
  - e) be responsible for the management of the Organisation;
  - f) ensure the publication of research findings, training manuals, information print-outs and other materials as required;
  - g) take action on other matters consistent with the objectives of the Organisation; and
  - h) perform any other function as may be specified by the Governing Council.
5. Staff members and consultants shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council and in accordance with the Staff Regulations. The Director shall promulgate Staff Rules, as required, to implement the foregoing.

### **Article 13 FINANCES**

1. The financial resources of the Organisation shall be:
  - a) the contributions of the Members to the budget of the Organisation;
  - b) the revenue obtained from the provision of services against payment;
  - c) donations and voluntary contributions, provided that acceptance of such donations and voluntary contributions is compatible with the objectives of the Organisation; and
  - d) such other resources as are approved by the Governing Council and compatible with the objectives of the Organisation.
2. Members undertake to pay annual contributions in freely convertible currencies to the regular budget of the Organisation.
3. A Member which is in arrears in the payment of its financial contributions to the Organisation shall have no vote in the Governing Council if the amount of its arrears equals or exceeds the amount of the contributions due from it for the two preceding calendar years. The Governing Council may, nevertheless, permit such a Member to vote if it is satisfied that the failure to pay was due to conditions beyond the control of the Member.
4. Unless otherwise agreed by the consensus of the Members of the Organisation, each Member's financial liability to the Governing Council and to other Members for the acts of omission and commission of the Governing Council shall be limited to the extent of its obligation to make contributions to the budget of the Organisation.

### **Article 14 LEGAL STATUS, PRIVILEGES AND IMMUNITIES**

1. The Organisation shall have juridical personality and such legal capacity as may be necessary for the fulfillment of the Organisation's objectives and for the exercise of its functions.
2. The Organisation shall be accorded the privileges and immunities necessary to perform its functions provided for in this Agreement. In addition, the representatives of Members and the

Director and staff of the Organisation shall be accorded the privileges and immunities necessary for the independent exercise of their functions with the Organisation as generally accorded to international organisations in each country.

3. Each Member shall accord the status, privileges and immunities referred to above by applying, *mutatis mutandis*, to the Organisation, the representatives of Members, and to the Director and staff of the Organisation the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialised Agencies adopted by the General Assembly of the United Nations on 21 November, 1947.
4. Privileges and immunities are accorded to the representatives of Members and to the Director and staff of the Organisation, not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Organisation. Consequently, a Member not only has the right but is under a duty to waive the immunity of its representatives in any case where, in the opinion of the Member, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Member does not waive the immunity of the representative, the Member shall make the strongest efforts to achieve an equitable solution of the matter. Similarly, the Director not only has the right but is under a duty to waive the immunity of a staff member where, in the opinion of the Director, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Director does not waive the immunity of the staff member, he shall make the strongest efforts to achieve an equitable solution of the matter. The immunity of the Director may only be waived by the Governing Council.
5. The Organisation shall conclude a headquarters agreement with the Host Government, and may conclude agreements with other states in which offices of the Organisation may be located, specifying the privileges and immunities and facilities to be enjoyed by the Organisation to enable it to fulfil its objectives and to perform its functions.

#### **Article 15**

#### **CO-OPERATION WITH DONOR GOVERNMENTS AND OTHER ORGANISATIONS AND INSTITUTIONS**

1. The Contracting Parties agree that there should be a close working relationship between the Organisation and the Food and Agriculture Organization of the United Nations (FAO). To this end, the Organisation may enter into negotiations with FAO with a view to concluding an agreement. Such agreement may provide, *inter alia*, that the Director-General of FAO may appoint a Representative who shall be entitled to participate in all meetings of the Organisation in an advisory capacity, without the right to vote.
2. The Contracting Parties agree that there should be co-operation between the Organisation and Donor Governments whose contribution would further the activities of the Organisation. To this end, the Organisation may enter into agreements with such Donor Governments wherein provision may be made for their participation in certain activities of the Organisation.
3. The Contracting Parties agree that there should be co-operation between the Organisation and other international organisations and institutions, especially those active in the fisheries sector, which might contribute to the work and further the objectives of the Organisation. The Organisation may enter into agreements with such organisations and institutions. Such agreements may include, if appropriate, provisions for participation by such organisations and institutions in activities of the Organisation.

**Article 16**  
**SIGNATURE, RATIFICATION, ACCESSION,**  
**ENTRY INTO FORCE AND ADMISSION**

1. This Agreement shall be open for signature by the Governments of the Bay of Bengal countries listed in the Annex hereto, until 31 May, 2002 and thereafter at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome until 31 May, 2003. Governments which have signed the Agreement may establish their consent to be bound thereto by depositing an instrument of ratification. Governments referred to in the Annex which have not signed the Agreement may establish their consent to be bound by depositing an instrument of accession.
2. Instruments of ratification or accession shall be lodged with the Depositary.
3. Subject to Article 6, paragraph 3 of this Agreement, and at any time after the entry into force thereof, any Government not referred to in paragraph 1 above wishing to become a member of the Organisation shall notify the Director in writing of its intention to do so. The Director shall inform Members of the receipt of that application. The Governing Council shall then decide on the application in accordance with Article 6 and if a favourable decision is taken, invite the Government concerned to accede to this Agreement. The Government shall lodge its instrument of accession, whereby it consents to be bound by the provisions of this Agreement as from the date of its admission, with the Director-General of FAO within ninety days of the date of the invitation by the Governing Council.
4. This Agreement shall enter into force, with respect to all governments which have ratified it or acceded thereto, on the date when instruments of ratification or accession have been deposited by at least four Governments listed in the Annex.

**Article 17**  
**AMENDMENT**

1. The Governing Council may amend this Agreement by a three-quarters majority of the Members as of the date on which the amendment is adopted. Amendments shall take effect, with respect to all Contracting Parties, on the thirtieth day after their adoption by the Governing Council, except for any Contracting Party which gives notice of withdrawal within thirty days of receipt of notification of the adoption of such amendments, subject to the condition that any obligation incurred by the Member *vis-à-vis* the Organisation shall remain valid and enforceable. Amendments adopted shall be notified to the Depositary forthwith.
2. Proposals for the amendment of this Agreement may be made by a Member in a communication to the Director, who shall promptly notify the proposal to all Members.
3. No proposal for amendment shall be considered by the Governing Council unless it was received by the Director at least one hundred and twenty days before the opening day of the session at which it is to be considered, and circulated by the Director to the Members not later than ninety days before the opening day of that session..

**Article 18**  
**WITHDRAWAL AND DISSOLUTION**

1. At any time after the expiration of three years from the date when it became a party to this Agreement, any Member may give notice of its withdrawal from the Organisation to the Depositary. Such withdrawal shall take effect twelve months after the notice thereof was received by the Depositary or at any later date specified in the notice, provided, however, that

any obligation incurred by the Member *vis-à-vis* the Organisation shall remain valid and enforceable.

2. The Organisation shall cease to exist at any time decided by the Governing Council by a three-quarters majority of the Members. The disposal of any real property belonging to the Organisation shall be subject to the prior approval of the Governing Council. Any assets remaining after the land, buildings and fixtures have been disposed of, after the balance of any donated funds that have not been used has been returned to the respective donors, and after all obligations have been met, shall be distributed among the Governments which were Members of the Organisation at the time of the dissolution, in proportion to the contributions that they made, in accordance with Article 13, paragraph 2, for the year preceding the year of the dissolution.
3. Subject to the provisions of paragraph 2, the Organisation shall also cease to exist if the number of Members falls to three, unless the remaining Members unanimously decide to continue its existence.

### **Article 19**

#### **INTERPRETATION AND SETTLEMENT OF DISPUTES**

1. Any dispute concerning the interpretation or application of this Agreement which cannot be settled by negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its recommendation. Failing settlement of the dispute, the matter shall be submitted to an arbitral tribunal consisting of three arbitrators. The parties to the dispute shall appoint one arbitrator each; the two arbitrators so appointed shall designate by mutual consent the third arbitrator, who shall be the President of the tribunal. If one of the Parties does not appoint an arbitrator within two months of the appointment of the first arbitrator, or if the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Chairman of the Governing Council shall designate the arbitrator or the President, as the case may be, within a further two-month period.
2. The proceedings of the arbitral tribunal shall be carried out in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL).
3. A Member which fails to abide by an arbitral award rendered in accordance with paragraph 1 of this Article may be suspended from the exercise of the rights and privileges of membership by a two-thirds majority of the Members.

### **Article 20**

#### **DEPOSITARY**

- a) The Director-General of FAO shall be the Depositary of this Agreement.



**Governments Invited to the Meeting of Plenipotentiaries**

1.    **The Government of the People's Republic of Bangladesh**
  2.    **The Government of India**
  3.    **The Government of Indonesia**
  4.    **The Government of Maldives**
  5.    **The Government of Sri Lanka**
  6.    **The Government of Thailand**
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# **Rules of Procedure of the Bay of Bengal Programme Inter-Governmental Organisation**

## **Foreword**

These Rules of Procedure of the Governing Council of the BOBP Inter-Governmental Organisation (hereinafter referred to as BOBP-IGO) have been adapted from those of the Network of Aquaculture Centres in Asia- Pacific (NACA), Bangkok, Thailand and INFOFISH, Kuala Lumpur, Malaysia with which organisations the BOBP has many similarities. This document is submitted for the consideration and decision of the Plenipotentiaries at its Meeting at Colombo, Sri Lanka (28 February – 1 March, 2002) to consider setting up of the BOBP-IGO.

## **Rule I** ***Representation***

1. Each Member-Country of BOBP- IGO shall appoint one representative to the Governing Council in accordance with the Agreement.
2. Each Member shall inform the Director prior to the opening of a Session of the Governing Council the name of its representative and of any experts and advisers.
3. Each Member shall designate a Liaison Officer who shall have primary responsibility for correspondence between the Member and the BOBP - IGO. The Liaison Officer shall normally be the Member's Representative on the Governing Council. It may also be any other person so designated. The name of the Liaison Officer shall be communicated to the Director.

## **Rule 2** ***Regular Sessions of the Governing Council***

1. The Governing Council shall hold a regular meeting annually at such time and place as it may determine.
2. Notice of the convening of a regular meeting shall be despatched by the Director to all Members, to the Food and Agriculture Organization of the United Nations (hereinafter referred to as FAO) and to any non-member State, international fisheries commission or other organisation invited by the Governing Council to send observers to the Meeting. Such notice shall be despatched not less than 90 days before the date fixed for the opening of the Meeting.

## **Rule 3** ***Special Session of the Governing Council***

1. The Governing Council may hold special sessions if it so decides or at the request of two-thirds of the Members. Requests by Members for the convening of a special session in accordance with Article 8.4 of the Agreement shall be addressed to the Chairman of the Governing Council.
2. The time and place of special sessions shall be determined by the Governing Council or by the Chairman as the case may be.
3. Notice of the convening of a special session shall be despatched by the Director to the same address as prescribed in Rule 2.2 not less than 30 days before the date fixed for the opening of the session.

#### **Rule 4**

##### ***Representative of the Food and Agriculture Organization of the United Nations***

The Governing Council shall invite a representative from the FAO to participate in all its sessions but without the right to vote, in accordance with the Agreement. Such representative may be accompanied by experts and advisers.

#### **Rule 5**

##### ***Observers***

The Governing Council may invite non-member States, international fisheries commissions or any organisations that are able to make a significant contribution to the activities of the BOBP - IGO to send observers to regular or special sessions. Observers may, with the authorisation of the Chairman, address the meeting to which they are invited and otherwise participate in its work, but without the right to vote.

#### **Rule 6**

##### ***Election of the Chairman and Other Officers***

1. At each Regular Session, the Governing Council shall elect a Chairman and a Vice-Chairman who shall hold office for the period beginning at the commencement of the Regular Session of the Governing Council and ending at the commencement of the subsequent Regular Session.
2. The Chairman and the Vice-Chairman may not be elected for more than two consecutive terms.
3. In the absence of the Chairman, the Vice-Chairman shall exercise the functions of the Chairman.

#### **Rule 7**

##### ***Functions of the Chairman***

The powers and duties of the Chairman shall be:

- a. To declare the opening and closing of each session of the Governing Council.
- b. To direct discussions at meetings and to ensure observance of these rules.
- c. To accord the right to speak and to limit the time allowed to speakers.
- d. To rule on points of order, subject to the right of any Representative to request that any ruling by the Chairman be submitted to the Governing Council for decision.
- e. To call for votes and to announce results.
- f. To sign on behalf of the Governing Council a report of the proceedings of each session of the Governing Council for transmission to Members.
- g. Generally to perform any function assigned to him by the Governing Council.

#### **Rule 8**

##### ***Agenda***

1. A provisional agenda for each regular or special session shall be drawn up by the Director in consultation with the Chairman and shall be despatched together with the notice specified in Rule 2.2 or Rule 3.3 as the case may be.



2. Proposals for the addition or deletion of items in respect of the Provisional Agenda shall be addressed by Member to the Director who shall, if time permits, despatch them to Members and observers before the opening of the session.
3. In accordance with the Agreement, any proposal for amendment must reach the Director at least one hundred and twenty days before the opening day of the session at which it is to be considered. Any proposal concerning amendments to the Agreement must be despatched to members at least ninety days before the Regular Meeting or thirty days before the Special Meeting at which the proposal is to be considered.

### **Rule 9** ***Quorum***

A majority of the members of the Governing Council shall constitute a quorum.

### **Rule 10** ***Voting***

1. Each Member shall have one vote.
2. Except as otherwise expressly provided for in the Agreement, all decisions of the Governing Council shall be taken by a majority of the votes cast.
3. Decisions of the Governing Council shall be taken as provided for in the Agreement.
4. The Governing Council shall endeavour to reach its decisions by consensus without having to resort to formal voting.
5. Voting, if required, shall normally be by a show of hands unless a Representative requests a vote by roll call. A roll call vote shall be conducted in the alphabetical order in English of the names of the Members. The name of the first Member to be called shall be designated by lots drawn by the Chairman.
6. Any matter may be decided by secret ballot if the Governing Council so decides.
7. If the circumstances so require between sessions of the Governing Council, the Chairman may decide that voting shall be done by mail or other means of communication. The vote of each Member shall be communicated to the Chairman by the Liaison Officer.
8. The right to vote of a Member who is in arrears shall be subject to the provision of the Agreement.

### **Rule 11** ***Public and Private Meetings***

Plenary meetings of the Governing Council shall be open to the public unless the Governing Council decides other-wise.

### **Rule 12** ***Languages***

1. The proceedings of the Governing Council shall be conducted in English
2. All documents prepared for or emanating from the Governing Council shall be in English.

**Rule 13**  
***Secretariat***

1. The Director shall prepare and organize the sessions of the Governing Council and any subsidiary body which it may establish. He shall provide the secretariat for such meetings and shall attend all sessions of the Governing Council.
2. The Director and any staff member designated by him shall participate, without the right to vote, in the discussions of the Governing Council and of any subsidiary body established by it.

**Rule 14**  
***Reports***

1. A report of each session of the Governing Council shall be approved by the Council.
2. Reports shall, at the request of the Member or members concerned, also reflect minority views.
3. Reports of the Governing Council shall be despatched by the Director to all members, or to the other countries listed in the Annex to the Agreement and to any observer(s) present at the relevant session.

**Rule 15**  
***External Auditor***

The Governing Council shall appoint an external auditor to examine and report annually on the accounts of the BOBP- IGO. The auditors shall be appointed under the terms and conditions agreed by the Governing Council.

**Rule 16**  
***Subsidiary Bodies***

The Governing Council may establish such subsidiary bodies at it deems necessary. The terms of reference and membership of subsidiary bodies shall be determined by the Governing Council.

**Rule 17**  
***Application***

The foregoing Rules of Procedure shall apply to all meetings of the Governing Council and *mutatis mutandis*, to meetings of the Technical Advisory Committee and to any subsidiary body which may be established by the Governing Council.

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## **Financial Regulations of the BOBP Inter-Governmental Organisation**

The following Regulations shall govern the financial administration of the BOBP-IGO (hereinafter referred to as "the Organisation") under the Agreement on the establishment of the Bay of Bengal Programme Inter-Governmental Organisation (hereinafter referred to as "the Agreement").

### **Regulation 1** ***Financial Period***

The financial period of the Organisation shall be the calendar year (January – December).

### **Regulation 2** ***Budget***

1. The Director shall be responsible for the financial management of the Organisation. He shall prepare and submit to the regular session of the Governing Council budget estimates for the ensuing financial period.
2. The budget estimates shall be dispatched by the Director to members of the Governing Council not less than 60 days before the date fixed for the opening of the annual regular session of the Governing Council at which they are to be considered. The budget estimates shall be accompanied by such information and explanatory notes as may be requested by the Governing Council or deemed necessary by the Director.
3. The budget estimates shall cover income and expenditures for the financial period to which they relate and shall be presented in United States dollars.
4. The budget estimates shall be divided by function into chapters and, when necessary, into sub- chapters.

### **Regulation 3** ***Appropriations***

1. The appropriations voted by the Governing Council for the ensuing financial period shall constitute an authorisation to the Director to incur obligations and make payments for the purposes for which the appropriations were voted, and up to the amounts so voted. The Governing Council will also determine the limits to fund withdrawals.
2. The Director may also incur obligations against future periods before appropriations are voted when such obligations are necessary for the continued effective functioning of the Organisation, provided such obligations are restricted to administrative requirements of a continuing nature, not exceeding the scale of such requirements as authorized in the budget of the current financial period.
3. Appropriations shall be available for obligations during the financial period to which they relate. Un-obligated appropriations at the close of the financial period shall be carried over and included in the budget for the next financial period, unless the Governing Council otherwise decides.
4. Transfers within the same chapter of the budget may be effected by the Director, who shall report thereon to the Governing Council.
5. Transfers from one chapter of the budget to another or any major budget revision must be approved by the Governing Council.

**Regulation 4**  
***Provision of Funds***

1. The appropriations for a financial period shall be financed by annual contributions made by Members of the Organisation pursuant to the Agreement.

**Regulation 5**  
***Funds***

For the purpose of accounting of expenditures of the Organisation, there shall be established a General Fund, a Reserve and such Trust Funds as the Governing Council may decide to establish from time to time.

**Regulation 6**  
***General Fund***

The following monies shall be credited to the General Fund:

- a) *Annual contributions from Members of the Organisation, and*
- b) *Any other income accruing to the Organisation.*

**Regulation 7**  
***Reserve Fund***

1. A Reserve Fund shall be established.
2. In determining the regular budget, the Governing Council shall decide the amount thereof which shall be deposited in the Reserve Fund.
3. The Reserve Fund shall be used to finance operations of the Organisation to the extent that annual contributions and/or revenue have not yet been received and for such other purposes as the Governing Council may determine.
4. Surplus income at the end of the financial period shall be transferred to the Reserve Fund.
5. The level of the Reserve Fund shall be reviewed by the Governing Council from time to time.

**Regulation 8**  
***Trust Funds***

The Director may accept on behalf of the Organisation voluntary contributions whether or not in cash from Members of the Organisation, or subject to the approval of the Governing Council, from other sources as may be approved by the Governing Council, provided that the purposes for which such voluntary contributions have been made are consistent with the policies, aims and activities of the Organisation. The Director shall establish Trust Funds to cover voluntary contributions and shall report thereon to the Governing Council.

**Regulation 9**  
***Accounts***

1. The Director shall maintain such accounts as are necessary and shall prepare a statement of accounts at the end of each year which shall show in United States dollars:
  - a) The income and expenditure of all funds

- b) The status of appropriations, including
    - i) *The original budget appropriations,*
    - ii) *The appropriations as modified by transfer,*
    - iii) *Credits, if any, other than the appropriations voted by the Governing Council,*
    - iv) *The amounts charged against those appropriations and other credits.*
  - c) The assets and liabilities of the Organisation.
2. Separate accounts shall be maintained for all Trust Funds.
  3. The Director shall submit to the auditors the accounts for each year not later than 30 days following the end of the year.

### **Regulation 10** ***Custody of Funds***

The Director shall designate the bank or banks in which the funds of the Organisation shall be kept and report all such depositories to the Governing Council.

### **Regulation 11** ***Investment of Funds***

1. The Director may make short-term investments of monies not needed for immediate requirements. He may make long-term investments of monies standing to the credit of Trust Funds in such manner as may be authorised by the Governing Council. Interest on the investment of monies standing to the credit of Trust Funds shall accrue to such Trust Funds.
2. The Director shall report periodically to the Governing Council on short-term and long-term investments.

### **Regulation 12** ***External Audit***

1. The Governing Council shall appoint an external auditor who may be changed only by the Governing Council.
2. The auditor shall perform such an audit as he deems necessary to certify:
  - a) *That the financial statements are in accordance with the books and records of the Organisation,*
  - b) *That the financial transactions reflected in the statements have been in accordance with the Regulations and Rules, the budgetary provisions, and other applicable directives, and*
  - c) *That the monies on deposit and on hand have been verified by certificates received directly from the Organisation's depositories or by actual count.*
3. Subject to the directions of the Governing Council, the auditor shall be the sole judge as to the acceptance in whole or in part of the certifications by the Director and may proceed to such detailed examination and verifications as he chooses of all financial records, including those relating to supplies and equipment.

4. 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. Information classified in the records of the Director as confidential, and which is required for the purposes of the audit, shall be made available on application to the Director.
  5. 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 procedures. In no case, however, shall the auditor include criticism in his audit report without first affording the Director an opportunity of explanation to the auditor of the matter under observation. Audit objections to any item in the accounts shall be immediately communicated to the Director.
  6. The auditor shall prepare a report on the accounts certified, and on any matter on which the Governing Council by resolution thereon may from time to time give specific instruction.
  7. The auditor shall submit his report to the Governing Council not later than ninety days following the end of the year to which the accounts relate.
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# **Staff Regulations of the BOBP Inter-Governmental Organisation**

## **Foreword**

These Staff Regulations of the BOBP-IGO are submitted for the consideration and decision of the Plenipotentiaries at its Meeting.

For the purpose of these regulations:

- a. "Organisation" means the inter-governmental organisation for the Bay of Bengal Programme (BOBP - IGO)
- b. "Agreement" means the agreement for the establishment of the BOBP - IGO.
- c. "Member Country" means a country which is a member of BOBP.
- d. "Council" means the Governing Council of the BOBP - IGO.
- e. "Director" means the Director of the BOBP - IGO.
- f. "Employee" means any person who is employed by the Organisation, whether by contract or otherwise, but does not include short-term consultants or persons paid a fee.
- g. "Local employee", means any employee who is a citizen or permanent resident of the host country.
- h. "Overseas-recruitment employee" means any employee other than a local employee.
- i. "Support staff" includes sub-professional, secretarial and clerical staff, drivers and messengers.
- j. "Professional staff" means all employees other than Support Staff.
- k. "Dependent child" means an unmarried child of an overseas-recruited employee who is under the age of 19, who is enrolled in and undertaking full-time secondary studies, or under the age of 26 if enrolled in and undertaking full-time studies from a university or comparable institution, and is financially dependent on that Employee.
- l. "Overtime" means the number of hours worked in any one day/week/month in excess of the normal number of working hours stipulated in Rule 6.3.
- m. "Leave" means any period during which an employee of the Organisation is permitted to absent himself from duty.

## ***Scope and Purpose***

The Staff Regulations embody the fundamental conditions of service and the basic rights, duties and obligations of the staff of the BOBP - IGO. They represent the broad principles of personnel policy for the staffing and administration of the Organisation as approved by the Council. The Director, as the Chief Administrative Officer, shall establish such additional staff rules as he considers necessary to implement the Staff Regulations.

### **1. Duties, Responsibilities and Privileges of Staff**

#### ***1.1 Outside activities and interests***

- 1.1.1 No Employee may at any time engage in any activity or in any occupation inconsistent with the interests or activities of the Organisation.



## **1.2 Disclosure of information**

- 1.2.1 No employee is to disclose interests and other activities of the Organisation to the press, radio or other public media. Such communications are only to be released by the Director or through his specific directions. Any employee who contravenes this rule may be subject to disciplinary action.
- 1.2.2 No employee is to participate in talks or issue statements to the press or other public media or accept invitations to broadcast on any subject relevant to the business of the Organisation, without obtaining prior permission from the Director.
- 1.2.3 In general, no information, views or actions pertaining to the Organisation should be discussed with anybody who does not have a need to know without the prior approval of the Director. At all times, employees must use their judgement in conveying information or talking about the work of the Organisation to ensure that confidentiality is preserved.

## **1.3 Privileges and Immunities**

- 1.3.1 Employees shall be entitled to privileges and immunities in accordance with the system of Privileges and Immunities practised between the Organisation and the Government of India. Such privileges and immunities shall not be accorded to any representative, national or permanent resident of India.

## **2. Classification of Posts and Staff**

- 2.1 The Director shall arrange to classify posts and staff according to the duties and responsibilities required. He will outline qualifications and profiles for all positions for the approval of the Governing Council.
- 2.2 Posts in the Organisation shall be classified into three categories namely:
  - a. *Director*
  - b. *Professional*
  - c. *Support staff*
- 2.3 Subject to the availability of funds, the Director may, for the special purpose, establish posts on a temporary basis at monthly salary commensurate with the duties and responsibilities attaching to the post, provided that any such post shall not exceed six months.

## **3. Salaries and Allowances**

### **3.1 The salary scales and allowances of the Organisation shall be determined:**

- a. *in the case of the Director, by the Council,*
- b. *in the case of the Employees, by the Council on the recommendation of the Director.*
- 3.1.1 Local employees shall be paid basic salaries only. They shall be eligible for allowances for duty travel as prescribed in these Regulations.
- 3.1.2 Overseas recruitment employees shall be paid a basic salary and an overseas allowance (dislocation allowance) at the following rates:
  - a. *at unaccompanied rates of US\$ 2 400 for post levels 1 and 2 US\$ 2 850 for post level 3*



- b. *at accompanied rates of US\$ 3 000 for post levels 1 and 2; and US\$ 3 600 for post level 3*

3.1.3 The salary scales shall form Annex to these Staff Regulations

- 3.1.4 An education grant for each dependent child may be provided as reimbursement for school and boarding fees up to a maximum of US\$ 2 500 per annum per child, but not to exceed actual costs.

**3.2 *Methods of payment***

- 3.2.1 Salaries and allowances due to the employees of the Organisation shall be paid at the end of each calendar month.

- 3.2.2 Deductions from salaries and allowances shall be made for any indebtedness to the Organisation or any other institutions which are authorised by any written law to make deductions.

- 3.2.3 Under special circumstances and when deemed necessary, the Director may make advance payment of salaries and allowances for that month.

**4. *Appointments and Promotions***

- 4.1 The Director shall be appointed by the Council in accordance with Article 12 of the Agreement of the Organisation for a period of three years and upon such other terms and conditions as the Council may approve.
- 4.2 The Director shall appoint Professional and Support staff to fill any vacant post. Support staff posts shall be filled by nationals of the host country. But if persons suitably qualified are available, nationals of any Member Country and resident in any Member Country may be appointed. Such persons shall not receive payment or reimbursement from the Organisation for transportation of personal effects or for travel expenses in respect of himself or any of his recognised dependents in connection with appointments, home leave or separation.
- 4.3 A candidate selected for appointment as the Director of the Organisation shall receive a Letter of Appointment signed by the Chairman of the Council, specifying the terms and conditions of his appointment. In the case of appointment of employees, a Letter of Appointment shall be signed by the Director specifying the terms and conditions of their appointment.
- 4.4 All candidates for appointments shall undergo medical examination at the expense of the Organisation either by a government medical practitioner or a registered medical practitioner designated by the Organisation to certify that the candidate is free from any defect or disease likely to interfere with the proper discharge of his duties.
- 4.5 There shall be annexed to the Letter of Appointment, a copy of the Staff Regulations as well as a medical examination form.
- 4.6 In accepting the appointment, a candidate shall declare in writing that he accepts the terms and conditions of the appointment.
- 4.7 The Letter of Appointment, with its annexes duly completed and certified, and the Letter of Acceptance duly signed, shall constitute his contract of employment.
- 4.8 The appointment of an employee shall take effect from the date on which he assumes duty and he shall draw salary from that date.

**4.9 An Employee shall be eligible for confirmation:**

- a. upon completion of one year of service for Professional Staff;
  - b. upon completion of six months of service for Support Staff.
- 4.10. At the end of the first year of appointment, or at any time thereafter, a report of the performance and conduct of an employee shall be made by the Director, or such other employees to whom the Director shall have expressly designated his authority in respect of any Employee.
- 4.11. Where an unsatisfactory report has been made, an employee shall be given the opportunity of discussing with the Director the report made on him under Rule 4.10 before any action is taken under Rule 5.2.2.
- 4.12. An employee of the Organisation is required to perform and discharge the duties of his appointment and shall devote his whole time and attention to such duties and shall obey the lawful orders and directions of the Organisation, his immediate supervisor to whom he is responsible, and any other duties which he may be called upon to perform.
- 4.13. All appointments under the service of the Organisation are non-pensionable. Employees of the organisation may be required to contribute monthly to the Employees' Provident Fund at rates prescribed under Rule 10.1.1.

**5. Separation from Service**

Grounds for separation from service are as follows:

- a) *Resignation*
- b) *Termination*
- c) *Retirement*
- d) *Death*

**5.1 Resignation**

- 5.1.1. The Director may resign from the Organisation subsequent to giving six months' advance notice in writing. Should compelling reasons prevent him from tendering such notice he shall pay two months' salary and allowances to the Organisation in lieu thereof.
- 5.1.2. An Employee may resign from the Organisation upon giving the Director advance notice in writing as follows:
- a) *For Professionals, three months' notice if an employee is confirmed in his appointment,*
  - b) *For Support Staff, one month's notice if an employee is confirmed in his appointment,*
  - c) *One month's notice if an employee is on probation.*
- 5.1.3. In lieu of the requisite period of notice, the employee concerned shall pay a month's salary and allowances to the Organisation.

**5.2 Termination**

- 5.2.1. The Director may propose to the Council to terminate the appointment of an employee if either the necessities of the service require abolition of the post or reduction of the staff, or if the services of the individual cease to be satisfactory, or if he, for reasons of

health, is incapacitated for further service. In the case of Support Staff, such action shall be taken at the discretion of the Director.

5.2.2. An Employee whose appointment is terminated shall be entitled to notice as follows:

- a) *Three months' notice, if the employee has been confirmed in his appointment.*
- b) *One month's notice, if the employee is on probation.*

5.2.3 In lieu of the requisite period of notice, the Organisation shall pay the employee concerned one month's salary and allowances.

5.3.4 If there are reasonable grounds to believe that an employee is involved in the misappropriation of the Organisation's funds or that he has been guilty of serious misconduct, the Director may suspend the employee forthwith for a period of up to 90 days, with 50 per cent or without pay in very grave cases. The employees may appeal this decision to the Director within 15 days of receiving notice thereof. Within 15 days of receiving the appeal, the Director shall appoint two independent persons to conduct an inquiry during which the employee shall be heard. They shall submit a report, including a recommendation, to the Director within 30 days after their appointment. Within 15 days thereafter the Director shall decide whether to reinstate the employee or to confirm the dismissal with or without notice of payment in lieu thereof, and in cases of misappropriation, whether to request that the appropriate authorities initiate criminal proceedings.

### **5.3 Retirement**

5.3.1 The normal retirement age shall be 60.

### **5.4 Death**

5.4.1 In the event of the death of an employee, the Council shall determine on the recommendation of the Director whether a gratuity should be paid to the next-of-kin and if so, the amount of such gratuity.

### **5.5 Hand-over of Responsibilities**

5.5.1 An employee of the Organisation upon resignation, termination or retirement shall be required to effect a smooth hand-over of his responsibilities including the Organisation's properties and documents in his possession prior to the effective date and prior to the release of his final emoluments.

## **6. Holidays and Hours of Work**

6.1. The Organisation shall adopt the official holidays designated by the United Nations for UN agencies in the host country.

6.2. At the beginning of each calendar year, the dates of these official holidays will be communicated by the Director to the employees in an office circular.

6.3 The number of working hours of the Organisation shall be 40 hours per week.

## **7. Overtime**

7.1. Employees may be required to work overtime by the Director or their immediate Supervisors, when exigencies of the service so require.

- 7.2 Employees may also be required to work on official holidays when exigencies of the service so demand.
- 7.3 Work performed on an official holiday shall be treated as overtime. Nevertheless, if the Director sets another working day to be observed as a holiday instead, time worked on the official holiday shall not be treated as overtime except such time as may be worked in excess of the normal working hours stipulated in Rule 6.3.
- 7.4 Support staff who are required to work in excess of the established working hours shall be given compensatory time off, only if such overtime work was approved in advance.

## **8. Leave**

### **8.1 Leave**

8.1.1 It is a condition of all leave granted, except leave on medical grounds, that its grant is subject to the exigencies of the service and may at any time be rescinded by the Director who is the approving authority.

8.1.2 An employee who is absent without leave shall be required to show cause of absence.

8.1.3. Leave which may be granted to employees is classified under the following headings:

- a) *Leave granted in respect of service, namely, annual leave,*
- b) *Leave on medical grounds, namely, sick leave and extended medical leave,*
- c) *Home leave for the Director and the Professional Staff who are not nationals of the host country where the Organisation is located,*
- d) *Special leave for employees for study and research or any other important reason.*

### **8.2. Annual leave**

Annual leave is leave on full pay granted in respect of qualifying service in any one calendar year.

8.2.1. Annual leave shall be calculated for all employees at the rate of 2.5 working days for each calendar month of qualifying service or pro-rata for any uncompleted month.

8.2.2. All employees, other than overseas-recruited employees, should take annual leave in the year in which it accrues. Leave is not to be accumulated from one year to another without specific authority from the Director, who can approve the carryover of up to 50 per cent of the annual leave entitlement.

8.2.3. Annual leave which would lapse may nevertheless be carried forward to the succeeding year when due to exigencies of service, an employee of the Organisation is prevented from taking leave for which he has applied in due time.

8.2.4. The Director may approve the anticipation of up to 50 per cent of annual leave entitlement, subject to refund on resignation if necessary, provided that in the first year of employment the amount that can be approved is proportionate to the period of service.

8.2.5. Overseas-recruited employees may accumulate their annual leave to a maximum of two years eligibility.

- 8.2.6. Payment of salary in lieu of annual leave will not be made except on resignation, or termination of contract not involving dismissal, and then only up to the limit of that approved by the Director in terms of Rule 8.2.2.

### **8.3. *Leave on Medical Grounds***

- 8.3.1. Leave on medical grounds, or sick leave, is granted to an employee of the Organisation for periods certified by a Medical Authority and is granted on full pay without forfeit of leave of any other description.
- 8.3.2 “Medical Authority” for the purpose of this Chapter, means a registered medical practitioner approved by the Director.
- 8.3.3. Employees of the Organisation shall inform the Director or immediate supervisor as soon as possible of absence due to illness or injury.
- 8.3.4. Sick leave may be granted up to a maximum of three months on full salary and three months on half-salary in any period of 12 consecutive months provided that the amount of sick leave taken in any four consecutive years does not exceed 18 months (nine months on full salary and nine months on half salary).
- 8.3.5 When the Director or an employee of the Organisation is certified by at least two Medical Authorities to be unfit and his unfitness is likely to prove permanent, the Council in the case of the Director, or the Director in the case of an employee, will consider whether he would be required to retire from the service.
- 8.3.6 When a Medical Authority certifies that an employee of the Organisation is unfit for duty but there is reason to believe that he will later become fit for further service, the Director may grant the employee such leave as may be due to him. Should his eligibility for such leave in accordance with Rule 8.3.4 and annual leave have been exhausted, the employee may be granted leave without pay.

### **8.4 *Maternity Leave***

- 8.4.1 An employee of the Organisation with at least one year’s continuous service may be granted maternity leave for two calendar months on full pay. If at the completion of this period, the Medical Authority certifies that further sick leave is necessary, such additional leave will be granted as sick leave under Rule 8.3.4.

### **8.5. *Home Leave***

- 8.5.1 Overseas-recruited employees shall be entitled to home leave after every two years’ service for the purpose of spending the substantial period of accrued annual leave in the country where they are ordinarily resident at the expense of the Organisation in accordance with the provisions of Chapter 9.
- 8.5.2 An employee shall be eligible for home leave provided his service is expected by the Director to continue at least six months beyond the date of his return from any home leave.

### **8.6. *Special Leave***

- 8.6.1 The Director may grant any employee special leave without pay for up to a maximum period of one year for the purpose of further study and research in the interest of the Organisation for an extraordinary personal reason.

## **9. Travel and Travel Expenses**

### **9.1 Travel**

9.1.1 The Organisation shall pay the travel expenses of an employee in the following circumstances:

- a. *When required on official business,*
- b. *On official appointment and on separation from service for overseas- recruited employees,*
- c. *On home leave.*

### **9.2 Official travel**

9.2.1 The Director shall be entitled to travel at business class rates when on official business. Employees are entitled to economy class travel only. Travel shall be by the most direct and economical route and mode of transportation.

9.2.2 When an employee is authorized to travel at the expense of the Organisation the following travel expenses shall be paid or reimbursed by the Organisation.

- a. *Transportation expenses,*
- b. *Terminal expenses shall be deemed to include all expenditures for transportation between the airport and other points of arrival or departure and the hotel or other dwelling,*
- c. *Travel subsistence allowance according to the prevailing UN schedule for per diem travel allowance.*

9.2.3 Mileage allowance may be claimed by an employee when authorised by the Director to use his personal transport for official travel. The rate of reimbursement shall be in accordance with UN standard rates.

### **9.3 Travel and appointment and separation from service**

9.3.1 Passage and travel expenses of overseas-recruited employees and their dependents from the country where they are ordinarily resident to duty station to assume office and return after completion of service with the Organisation shall be paid by the Organisation.

9.3.2 If, however, an overseas-recruited employee resigns or is dismissed before he completes 12 months of service with the Organisation, the employee shall meet complete repatriation expenses.

9.3.3 Spouse and dependent children are expected to accompany an employee when taking up appointment or at the time of the termination of service with the Organisation. However, under special circumstances at the direction of the Director, family members of the employee may travel separately, provided they undertake the travel within six months of the employee's joining the Organisation or within one month of his leaving.

9.3.4 Employees to be hired for a year or longer may be authorised shipment of personal effects and household goods by the most economical means of transportation including shipment by air as determined by the Director up to a maximum of:

- a. *500 kg for the employee,*



- b. 250 kg for the first eligible family member,
- c. 100 kg each for every additional family member authorised to travel at the Organisation's expense.

9.3.5 An overseas-recruited employee shall be entitled to an installation grant equivalent to one month's DSA at UN rates for the employee. In addition, half of the DSA allowance may be authorized for up to a maximum of three eligible dependents (spouse and two children) for whom travel expenses have been paid by the Organisation.

#### 9.4 Home Leave

9.4.1 The Organisation shall also pay travel expenses for the dependents of the employee of the Organisation who is eligible for home leave, the total of which shall not exceed three adults' fees when they accompany the employee of the Organisation on home leave, provided they have resided continuously in the area of the duty station for more than one year prior to such leave.

### 10. Social Security

#### 10.1 Provident Fund

All employees shall contribute to a Provident Fund @ 7 per cent of their salaries exclusive of any allowances, and the Organisation shall contribute an amount equivalent to 14 per cent of their salaries. The amounts shall be placed in an interest-bearing account held with an established bank and shall be released only to the employees themselves as and when their entitlements mature, *i.e.* when they resign or are separated from the Organisation. Participation covers all employees holding permanent appointments.

#### 10.2 Accident and Health Insurance

- 10.2.1 Employees may opt to participate on a cost-sharing basis in life and accident plans to be arranged by the Organisation.
- 10.2.2 Employees may opt to participate in an available local health insurance plan for which the Organisation shall provide a subsidy at a rate to be determined on the basis of the employee's age and remuneration.

### Annex – BOBP - IGO Salary Scale (Monthly rate in US dollars)

Level	I	II	III	IV	V	VI	VII	VIII	IX	X
1	800	820	840	860	880	900	920	940	960	980
2	1000	1025	1050	1075	1100	1125	1150	1175	1200	1225
3	1400	1440	1480	1520	1560	1600	1640	1680	1720	1760

*Note: Incremental steps will be awarded to staff members after 12 months of satisfactory service; two steps may be awarded for superior or outstanding service.*

# **Employment Conditions of the BOBP Inter-Governmental Organisation**

## **I. Employment Conditions**

It may be advisable to apply Special Service Agreements (SSAs) if for reasons of economy revised salary levels and employment conditions contained in the Study of Employment Conditions of the BOBP-IGO are put into effect. Under this arrangement all the terms of employment applying to the appointment should be included in the SSA, making it a complete self-contained document (FAO Special Service Agreement Form). It needs to be kept in mind that this would not be a typical use of an SSA, which is normally limited to payment for services and not benefits.

The arrangement suggested above requires that the amount of salary be combined with the monetary value of the employment benefits into a lump sum. This need not, of course, preclude revision of the SSA during the period of its validity if and when significant changes take place. Whether to recognise and take into account any changes which may take place—such as changes in family status, the birth of a child, or possible additional eligibility for an education grant, would be at the discretion of Organisation, taking into account the subscriber's value of the contribution to the work of the Organisation.

Arriving at an amount representative of total emoluments would involve the exercise of judgement in some instances in that the education grant and medical expense do not lend themselves to mere estimates. It may be that these allowances are best administered in accordance with actual expenditures rather than based on pre-estimates of expenditures. Furthermore, unless employment of rather extended duration is contemplated, benefits such as education grant, shipment of personal possessions, etc., should not be taken into account. A further constraint that cannot be ignored is that the budgeted amounts in the project document must be kept in mind. Thus, funding limitations will of necessity dictate action to some extent.

In summary, the grade definitions contained in the report cited in the paragraph above should be used as a guide to determine the level of remuneration. If the employment foreseen is for an extended period, a period of a year or more for example, the value of benefits, insofar as budgetary coverage will permit, would be determined and added to the 'salary' amount. The total would constitute the amount of payment. A period of service of a year or less would normally not need to take into account the value of employment benefits.

It is suggested that the form used by FAO for SSAs be applied to the BOBP - IGO. The guidance provided above is not intended to imply that international professional appointments can no longer be made. Reference to SSAs is made only where for reasons of economy or other reasons it is considered advisable to use a less formal employment mechanism.

## **II. Guidelines for Dealing with the BOBP - IGO Employment Problems in Preparing for the Future**

Preparation for managing and administering BOBP - IGO involves a number of preliminary actions, one of which will be dealt with in this note.

### **A. Privileges and Immunities**

The basic issue of privileges and immunities merits discussion. In the case of UN organisations these issues are covered generally by a Headquarters Agreement. The basic provisions are covered by a General Assembly Resolution applicable to all Member States. It happens occasionally that attempts are made by the governments to impose income taxes or to impose duties on the import of project equipment and supplies, but such difficulties can be usually be put aside by reference to



liaison, protocol and diplomatic channels. It is understood that at the moment there is reference to these issues in the project document. It is assumed that the Government will continue to extend import privileges for household goods, automobiles, etc and also to exempt staff from payment of income tax on salaries. It is most important that these privileges be extended since salary scales would have to be revised upward drastically if income taxes were to be applied, with disastrous effect on the project budget.

#### **B. The BOBP-IGO Staff assigned to Countries other than Headquarters**

At a future stage the BOBP-IGO may possibly appoint staff to positions in countries other than India. It is suggested that the UNDP be contacted for assistance if there is a need for established salary scales and employment conditions in other countries. If such staff were to be nationals of the country concerned, it might not be necessary to think in terms of establishing new mechanisms. The Government concerned and the UNDP office in the country could be asked for guidance.

#### **C. Provident Fund**

Provident Fund schemes for BOBP - IGO will be based on the UN system. The UN General Assembly stipulates contributions and deductions at 14.10 per cent and 7.05 percent respectively.

#### **D. Health and Accident Insurance**

The Organisation will negotiate a health and accident insurance policy for its project staff.

#### **E. Living Allowance**

During discussion of the Study of Employment Conditions it was pointed out that a flat sum of US\$ 500 as a living allowance might not be adequate. It is likely that if numerous government staff are to be seconded, family circumstances will be too varied to be covered adequately by a single figure. It is suggested that some experience be gained and adjustments be made on that basis. The amount could serve as a minimum.

### **III. The Administration of Staff Entitlements and Benefits**

#### **A. Grade Levels**

The BOBP – IGO Professional Staff should be appointed at the appropriate grade level, on the basis of duties and responsibilities, provided that minimum qualifications/requirements are met. Job descriptions outlining the major duties and responsibilities and the requisite qualifications should be prepared. The characteristics of the three professional grade levels are shown below.

1. Grade Level 1, the lowest of the professional levels, should be used for persons having completed academic training preferably to the advanced degree level, in the appropriate field of scientific or technical specialisation or in the training or informatics as required. Normally a minimum of two or three years of relevant experience in an appropriate field of work should have been completed prior to recruitment.
2. Grade Level 2 should be used for staff performing fully independent scientific research or other work requiring general direction only in the kind of work to be performed. Normally four to eight or nine years of relevant experience at the time of recruitment would be required. Such individuals should be able to advise and train research staff of institutions in participating countries.
3. Grade 3 level should be used for high-level posts of a very senior level of responsibility for which 10 to 15 years of experience are required. For this as well as lower levels, the number of years of experience should not be accepted as the sole or even the primary criterion but

rather as an indicative factor. The level and variety of experience, growth, progression and development of professional expertise and competence of the individual, insofar as this can be demonstrated in terms of scientific publications or the evaluation of research results, should if any thing receive more emphasis in the evaluation process than years of experience alone.

## **B. Probationary Period and Annual Step Increments**

The first year of service of any staff member appointed to a post at the BOBP- IGO should be considered as a trial or probationary period. No extension of the period of service should be effected if there are strong reservations about the quality of performance of the person concerned. However, should there be any doubt or uncertainty at the end of the initial 12 months' appointment about the quality of performance, a short extension without the award of an incremental step may be considered in order that a thorough performance evaluation may be made. Given fully satisfactory performance, one incremental step should be awarded after 12 months of service. In the case of superior or outstanding performance demonstrated consistently during a 12-month period of consecutive service, two steps may be awarded.

## **C. Salary Scale**

**The BOB – IGO Salary Scale (Monthly rate in US dollars)**

Level	I	II	III	IV	V	VI	VII	VIII	IX	X
1	800	820	840	860	880	900	920	940	960	980
2	1000	1025	1050	1075	1100	1125	1150	1175	1200	1225
3	1400	1440	1480	1520	1560	1600	1640	1680	1720	1760

*Note: Incremental steps will be awarded to staff members after 12 months of satisfactory service; two steps may be awarded for superior or outstanding service.*

When considering an appointment to a post, the level and duties of the post should first be reviewed to determine the appropriate grade. The step at which recruitment is made has then to be determined. Normally, a new appointment would be made at Step 1. However, if the applicant's current net income is in excess of Step 1, a higher step should be considered. A higher step may also be awarded if the applicant has been occupying a very senior post.

A staff member should after a year of satisfactory service in the grade be awarded an annual step increment. As stated earlier, in case of superior or outstanding performance demonstrated consistently over a 12-month period of consecutive service, a two-step increase could be considered.

## **D. Dependency Allowance**

An allowance for dependents up to a maximum of three dependents (spouse and two children) who are residing with the staff member at the duty station may be authorized for staff members recruited for 12 months or more in the amount of US\$ 275 per dependant per annum. Dependant children should be eligible up to and including the 18<sup>th</sup> year. The staff member should be required to show official birth records and to show evidence that the dependants are not employed.

## **E. Education Grant ( for expatriate staff)**

An Education Grant is authorised for up to maximum of two dependant children aged 6 to 18 who are in full-time attendance at a recognized educational institution. The amount of the grant is US\$ 2500 per school year in the country of the duty station per child but not to exceed actual costs. Costs that may be covered include tuition, books, school supplies and boarding if applicable.

#### **F. Installation Allowance (for expatriate staff)**

The Installation Allowance is intended to compensate in part for the "settling in" expenses a person faces upon recruitment. It is one-time payment and is paid for the first month including travel time from the place of recruitment to the duty station at the UN DSA rate for the staff member. In addition, half of the DSA allowance may be authorised for up to a maximum of three eligible dependants (spouse and two children) who accompany and will reside at the duty station.

#### **G. Dislocation Allowance (for expatriate staff)**

	<i>Unaccompanied Rate</i>	<i>Accompanied Rate</i>
<i>Levels 1 and 2</i>	\$ 2 400	\$ 3 000
<i>Level 3</i>	\$2 850	\$ 3 600

The allowance is roughly equivalent to the UN assignment allowance and is intended to compensate financially in part for the disruption suffered by a person leaving the home to work abroad. It may be paid annually for a period not to exceed five years.

#### **H. Shipment of Household Goods and Personal Effects ( for expatriate staff)**

Personnel to be employed for a year or more may be authorised the shipment of personal effects and household goods by air from the place of recruitment to the duty station up to the maximum including the weight of packing of :

- a. 500 kg for the staff*
- b. 250 kg for the first eligible dependant*
- c. 100 kg for each additional dependant*

#### **I. Other Administrative Matters**

It is suggested that holidays authorised by the UN be observed. Annual leave and home leave entitlements of the UN system would also seem to be appropriate.

There are numerous other matters of a management and administrative nature which have not been addressed. To avoid having an unduly elaborate administrative system for a small number of staff, it would be prudent to adopt a policy for reasons of continuity, consistency and simplicity to follow UN field project practices generally on matters where the Governing Council has not legislated. This would obviate the need for an elaborate administrative manual and simple administrative practices.

It may be premature at this time to "cost" a provident fund but this should also be dealt with eventually.

### **IV. Assistance to the Working Group Established by the Governing Council**

It can be assumed that the Head Office will provide extensive information on future plans and programmes for use by the Working Party designated by the Governing Council. This will include costing of posts and related matters.

For assistance in preparing budgetary forecasts it is suggested that a table based on the table attached be developed further.

For salary costs it may be appropriate to consider Step 3 or 4 for each grade level, using the annual amount. Costs of transportation and shipment need to be obtained. If the BOBP-IGO has a basis for estimating such costs on the basis of experience this might be adequate. Otherwise a likely point of recruitment such as New Delhi may be selected to develop cost figures that are reasonably representative.

If cost data extending beyond one year need to be developed, one should note that some costs occur only at the time of recruitment such as installation allowance and shipment costs.

**Proposed Table to be Developed Further Showing Proforma or Standard Cost Figures**  
(Costs in US Dollars)

	<i>Prof. Officer 1</i>		<i>Prof Officer 2</i>		<i>Prof Officer 3</i>	
	Unaccompanied	Accompanied	Unaccompanied	Accompanied	Unaccompanied	Accompanied
Salary Range	9 600-11 760	Same	12 000-17 400	Same	16 800-21 120	Same
Dislocation Allowance			2 400	600	2 850	
Trans & Ship	2 400	3 000				
Education	—	2 500-5 000		5 000	5 000	
Health/Accident	130	455	130	455	130	455
Installation	500					

## **Schedule of Government Contributions to the BOBP Inter-Governmental Organisation**

Besides developing the Agreement on the BOBP - IGO, the Plenipotentiaries also studied the question of establishing a self-sustaining financial mechanism under which the BOBP-IGO would operate and manage its affairs. The Plenipotentiaries reviewed the financial mechanisms of existing councils, commissions, and other existing inter-governmental bodies, particularly those that were established from UNDP/FAO programmes and projects.

Based on the data available from the seven participating governments, the Plenipotentiaries noted wide disparities among the countries in respect of, for example, geographical area, population, gross domestic product (GDP), investment in the fisheries sector, and fish production. Several variants were also studied, based on GDP, fish production and a combination of these two factors. After weighing the advantages and disadvantages of the various formulae which were developed, the Plenipotentiaries concluded that a simple formula based on GDP, including the principle of a minimum contribution, would be the most realistic approach. Accordingly, the Plenipotentiaries recommended that the participating governments be classified into three groups on the basis of their GDPs.

Based on this recommendation, the levels of annual contributions by the member-governments are listed as follows:

### **Government Contributions to the BOBP-IGO**

#### **Group I (a GDP of more than US \$ 100 000 million)**

*India* - US \$ 60 000

#### **Group III (a GDP of US \$ 20 000-50 000 million)**

*Indonesia* - US \$ 30 000

*Thailand* - US \$ 30 000

#### **Group IV (a GDP of US \$ 5 000-20 000 million)**

*Bangladesh* - US \$ 20 000

*Maldives* - US \$ 20 000

*Sri Lanka* - US \$ 20 000

## **Appendix F**

### **Future Arrangements for the BOBP Inter-Governmental Organisation/Closure of the Bay of Bengal Programme**

#### **Introduction and Background**

The 26-month transition between the end of the BOBP's Third Phase Project on Small-Scale Coastal Fisheries Management in the Bay of Bengal\* in December 1999 and the extended period has provided the BOBP family of member-countries time to pause and think through 22 years of BOBP's presence in the region – especially its catalytic and facilitating role in enabling fisheries development and management in the region. The transition has been an interesting and challenging period for both members and FAO to reflect and examine what BOBP has been doing, where it has been, where it is going, where it is at present and what and where it wants to be in the new millennium.

#### **Rationale and Justification**

The BOBP member and non-member countries share a common marine environment and resources in the Bay of Bengal, what is now described and referred to as a large marine ecosystem. The fisherfolk and coastal communities in the Bay of Bengal harvest and rely on a public resource which is largely governed by an open-access common property management regime. Therefore, increased efforts, investments and innovations are called for to develop and manage the fisheries and coastal resources and bio-diversity of the Bay of Bengal on a sustainable basis. These interventions are more crucial and critical today than at any other time in the past because of the growing pressures and demand for food from a largely finite resource base and growing scarcity of natural resources.

The BOBP, as an Inter-Governmental Organisation, is a sound idea worthy of institutionalisation into the 21<sup>st</sup> Century and beyond. The countries around the Bay are inter-dependent, for the simple reason that events and activities carried out in one country or in one corner of the Bay generate impacts elsewhere, as the Bay is a large and fluid marine ecosystem. The BOBP is seen by member countries as a neutral and relatively independent body, able to bring the countries together and confront key issues of concern to them both as individual Nation States and collectively as a region. Therefore, the Inter- Governmental BOBP is proposed to be a well-structured neutral and non-profit independent organisation, advised and guided by a 'Governing Council' made up of senior fisheries policy-makers from the member-countries.

The BOBP Inter-Governmental Organisation can be a valuable institutional mechanism for development and management of the fisheries resources of the Bay of Bengal, and a forum for debate and discussion on key issues, enabling sound decision-making.

#### **Future Arrangements for the BOBP Inter-Governmental Organisation**

The BOBP Inter-Governmental Organisation, acting for and on behalf of its member governments, will strengthen sustainable fisheries management and development in the Bay of Bengal region through close coordination and networking with fisheries and related institutions/ organisations in its member countries. It will endeavour to increase the contribution of fisheries to food security and national development goals. These broad goals will be achieved through the transfer, development and packaging of relevant information, appropriate technology and human resources in responsible fisheries.

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\* GCP/RAS/118/MUL and 117/MUL; GCP/RAS/150/DEN and 151/JPN



The Inter- Governmental BOBP will act as a regional focal point and mechanism to harmonise fisheries management and development. It will foster greater awareness, appreciation and understanding about the need for and benefits and approaches of innovative fisheries management and responsible fisheries. It will assist in the practical operationalisation and implementation of the Code of Conduct for Responsible Fisheries as well as the Precautionary Approach to Fisheries Management at both national and regional levels. It will also act as a regional focal point for information networking on fisheries and allied disciplines.

The BOBP Inter-Governmental Organisation will foster and promote socio-economic development of member countries' fisheries for the benefit of fishing communities and their households. It will facilitate a holistic approach to sustainable fisheries development and management, and sustainable resource and environmental management. The institutional and administrative structure and functions of the Organisation will further the goal of coordination and networking between fisheries institutions and related bodies in the broad area of fisheries management and development. Its vision and activities will be guided by a holistic multidisciplinary and cross-sectoral approach to fisheries development and management.

In addition to the multinational core staff, the Organisation's work programme will also be carried out by National Coordinators appointed by member governments in each country. These National Coordinators will liaise between the Inter-Governmental BOBP and the member governments.

The costs of running and operating the Organisation's Secretariat and its core activities will be collectively borne by member-governments through their obligatory contributions to a common fund. Member-governments will be obliged to contribute to the upkeep, operation and management of the Secretariat, based on an assessment of an annual rate of payment according to agreed criteria. The salaries and other fringe benefits of the multinational core staff will be met from these obligatory contributions. In addition to cash contributions, member-governments will also contribute in kind, through the services of national experts and facilities in the conduct of activities.

The Inter-Governmental BOBP, aided and assisted by FAO, will seek donor assistance to implement activities in important areas (e.g. Sea Safety of Artisanal and Small- Scale Fisherfolk, Assessment and Strengthening of Data Bases). It will also avail of TCDC<sup>1</sup> working arrangements and wherever feasible, tap TCDC mechanisms and opportunities in implementing its work.

### **Role of the Governing Council**

The Governing Council, composed of senior government policy-makers from its member-countries, will be the main decision-making body within the Organisation. It will direct and guide the work of the BOBP-IGO. In turn, the Council will receive technical inputs from a Technical Advisory Committee (TAC) appointed by the Council. Its Programme of Work and Annual Workplans will be guided by the TAC, comprising senior scientists/ policy makers from the member countries and an internationally-recognised expert drawn from interested fisheries bodies from around the world. The TAC will help the Council to advise on technical matters, and monitor and evaluate the services and outputs of the Organisation.

The Council may also admit and co-opt interested donor countries and funding agencies into the Council. However, they could be represented on the Governing Council as associate members only without voting rights.

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<sup>1</sup> TCDC - Technical Cooperation among Developing Countries

## **Role of FAO**

It is proposed that FAO would continue to be the executing agency for the proposed Organisation till such time that the member- countries decide to execute the Organisation on their own. The necessary arrangements/ modalities in this regard will be worked out by the Governing Council of the Inter-Governmental BOBP and FAO.

## **First Meeting of the Governing Council**

The first meeting of the Governing Council will be convened as soon as possible to enable member-countries to finalise administrative and financial matters and also decide on the recruitment of the Director and the staff.

## **Interim Budget and Secretariat for the Inter-Governmental BOBP**

The BOBP Inter-Governmental Organisation would require an Interim Secretariat and budget till administrative and financial matters are finalised and staff are recruited. Member- countries/ FAO may take a decision on these matters.

## **Closure of the Bay of Bengal Programme**

In the event of an agreement on the setting up of the BOBP Inter-Governmental Organisation, the assets available with the BOBP will be transferred to the new set up. However, in case the formation of the BOBP Inter-Governmental Organisation is not agreed to, the Plenipotentiaries/FAO may take a decision on the transfer/ disposal of the available assets.





