



۱۳۹۱/۲/۲۷ تا ۱۳۹۱/۴/۲۵ هـ

در این سند با دبیرخانه کنوانسیون بازل در ژنو  
جمهوری اسلامی ایران  
رئیس جمهور  
حفاظت محیط زیست  
۱۳۸۴/۵/۱۱

تصویب نامه هیئت وزیران

بسمه تعالی

### سازمان حفاظت محیط زیست

هیئت وزیران در جلسه مورخ ۱۳۸۴/۵/۹ بنا به پیشنهاد شماره ۱۳۹۳۷-۱ مورخ ۱۳۸۴/۴/۲۵  
سازمان حفاظت محیط زیست و در اجرای ماده (۲) آیین نامه چگونگی تنظیم و انعقاد توافقیهای  
بین المللی - مصوب ۱۳۷۱ - تصویب نمود:

سازمان حفاظت محیط زیست مجاز است نسبت به امضای موقت قرارداد تأسیس مرکز  
منطقه ای کنوانسیون بازل در ایران با دبیرخانه کنوانسیون بازل در ژنو در چهارچوب متن پیوست اقدام  
و مراحل قانونی را تا تصویب نهایی پیگیری نماید.

محمد رضا عارف

معاون اول رئیس جمهور

رونوشت به دفتر مقام معظم رهبری ، دفتر رئیس جمهور ، دفتر ریاست قوه قضاییه ، دفتر معاون اول  
رئیس جمهور ، دفتر معاون حقوقی و امور مجلس رئیس جمهور ، دفتر رئیس مجمع تشخیص مصلحت  
نظام ، دیوان محاسبات کشور ، دیوان عدالت اداری ، اداره کل قوانین مجلس شورای اسلامی ، سازمان  
بازرسی کل کشور ، اداره کل حقوقی ، اداره کل قوانین و مقررات کشور ، وزارت دادگستری ، وزارت  
امور اقتصادی و دارایی ، وزارت امور خارجه ، سازمان مدیریت و برنامه ریزی کشور ، دبیرخانه شورای  
اطلاع رسانی دولت و دفتر هیئت دولت ابلاغ می شود.

### Article XIII Functions, Duties and Responsibilities of the Director

In ensuring the regional role of the Centre, the Director, in particular, shall:

- (a) Administer the Centre and its programmes with a view to ensuring that the Centre performs its regional role in accordance with relevant provisions of the Basel Convention and related decisions of the Conference of the Parties;
- (b) Prepare a Business Plan of the Centre for submission to the Steering Committee for its review and endorsement;
- (c) Serve as an ex officio member of, and Secretary to, the Steering Committee;
- (d) Report on the implementation of the activities in the Business Plan to the Conference of the Parties to the Basel Convention through the Secretariat;
- (e) Appoint national and international staff, consultants and experts to the Centre, in accordance with the provisions of Article XII above;
- (f) Develop and implement strategies to ensure the appropriate funding for programmes and institutional activities of the Centre, relevant to its regional role;
- (g) Arrange all matters relating to the preparation and publication of materials produced by the Centre, having in view the objectives of the Centre and its regional role;
- (h) Perform such other duties as may be required pursuant to relevant decisions of the Conference of the Parties to the Basel Convention.

### Article XIV Privileges and Immunities

1. The representatives of the Parties to the Basel Convention participating in meetings and other activities organized by the Centre in the territory of the Islamic Republic of Iran ~~shall enjoy privileges and immunities equivalent to those provided for in Article VI of the General Convention.~~
2. Officials of the United Nations on mission to provide assistance to the Centre or to participate in meetings and other activities of the Centre shall enjoy the privileges and immunities, exemptions and facilities provided for in ~~Articles VI and VII of the General Convention.~~
3. International staff shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Articles ~~VI and VII of the General Convention.~~
4. ~~Internationally recruited staff and experts~~ of the Centre shall enjoy privileges and immunities, exemptions and facilities equivalent to those provided for in ~~Articles VI and VII of the General Convention.~~
5. Consultants and experts on mission to provide assistance to the Centre or to participate in meetings and other activities of the Centre shall enjoy privileges and immunities, exemptions and facilities equivalent to those provided for in Articles VI and VII of the General Convention.

6. ~~The representatives of the specialized agencies and their officials participating in meetings and other activities organized by the Centre in the territory of the Islamic Republic of Iran, shall enjoy, as appropriate, the privileges and immunities provided for in Article 1947 of the Convention on the Privileges and Immunities of the Specialized Agencies.~~

7. All participants in meetings and activities of the Centre relevant to its regional role ~~shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in connection with their participation in such meetings and activities.~~

8. The Government shall take the appropriate steps to ensure that the ~~immunity and exemption from the Islamic Republic of Iran for all persons referred to in paragraphs 1 to 7 above~~ ~~are issued without delay.~~ Visas and entry/exist permits, where required, shall be granted ~~as soon as possible~~ ~~as speedily as possible.~~

9. National staff of the Centre shall be accorded the appropriate facilities necessary for the independent exercise of their functions and duties for the Centre relevant to its regional role.

10. Distinguished guests officially invited to attend meetings and other activities of the Centre shall be given unrestricted access to the meetings and activity areas and the premises of the Centre.

#### Article XV

##### Property, Funds and Assets of the Centre

1. The property, funds and assets of the Centre held and administered on behalf of UNEP, and those held and administered on behalf of the Parties to the Basel Convention, wherever located and by whomsoever held, ~~shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Article II of the General Convention.~~

2. Property, funds and assets transferred to the Centre pursuant to the Project Document signed between the Centre and UNEP or between the Centre and the Secretariat, in the performance by the Centre of its regional role ~~shall enjoy the privileges and immunities, exemptions and facilities equivalent to those provided for in Article II of the General Convention.~~

#### Article XVI

##### Liability

The United Nations, UNEP, the Conference of the Parties to the Basel Convention and the secretariat or their officials shall not be responsible for dealing with any legal action, claim or other demand arising from or attributable to the operations of the Centre under the present Agreement that may be brought by third parties against them. The United Nations, UNEP, the Conference of the Parties to the Basel Convention and the secretariat or their officials shall bear no responsibility in respect of such legal action, claim or demand except where the particular claim or liability was caused by gross negligence or wilful misconduct.

#### Article XVII

##### Settlement of Disputes

1. The Secretariat and the Government shall endeavour to settle any dispute concerning the interpretation or implementation of the present Agreement by negotiation or other agreed mode of amicable settlement ~~as provided for in Article VII of the General Convention.~~

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2. The Government shall make provision for appropriate modes of settlement of disputes arising out of contracts and other disputes of a private law character to which either Centre is a party, or disputes involving an official of the Centre who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived. Any commercial dispute arising out of, or in accordance with this Agreement or breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with UNCITRAL Arbitration Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such ~~arbitration~~ ~~adjudication~~ adjudication of any such controversy or claim.

### Article XVIII Status of Annexes to the Agreement

The annexes constitute an integral part of the present Agreement.

### Article XIX Entry into Force, Duration, Amendment and Termination of the Framework Agreement

1. The present Agreement shall be signed between the Government and the Secretariat and shall enter into force upon the date of ratification and approval of the relevant authorities in the Islamic Republic of Iran and thereafter shall be valid for an initial period of five (5) years. The Government shall inform the Secretariat of completion of the ratification and approval of the present agreement by the relevant authorities without delay.
2. The Agreement shall be automatically extended for a further period of five (5) years unless one or both Parties wish to terminate it and provides the other Party with written notice thereof as provided under paragraph 3 below.
3. The present Agreement may be terminated by either Party providing written notice to the other Party six (6) months' prior to the expected date of early termination.
4. In case of termination, the Agreement shall continue to remain in force for a period of one (1) year for an orderly cessation of its activities. This period of operation shall be termed the "Transition Period" and will be governed by the terms of the Agreement as at the date of early termination unless otherwise agreed to by the Parties. The Centre will be required to provide complete accounts as to its activities, financial and otherwise to the Parties, and where at the end of the Transition Period there is a remainder of monies provided by the Government accrued by the Centre, such monies shall go towards the settlement of termination packages for the staff of the Centre or where such has already been administered, for such other purpose as the Parties may agree to in writing.
5. Subject to paragraph 6 below, no change in or modification of the present Agreement, including its annexes, shall be made except by prior written agreement between the Parties.
6. Annex III may be updated through written communication made by the Director of the Centre to the Secretariat. The communication shall bear a copy of the written request of the Party to be served by the Centre.
7. The Centre shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any of the Centre's rights, claims or obligations under this Agreement except with the prior written consent of Secretariat.

In witness whereof, the undersigned, being duly authorized thereto, have signed the present Agreement.

Done in duplicate at ..... this .... day of.....2005 in the English language, both texts being equally authentic.

For the Secretariat of the Basel Convention

For the Government of the Islamic Republic of Iran

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Ms. Sachiko Kuwabara-Yamamoto  
Executive Secretary

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H.E. Ms. Masoumeh Ebtekar  
Vice President and Head of the Department of  
Environment

Date:

Date:

## Annex I

### Core functions of the Basel Convention Regional Centres

The role of the Centres is to assist developing countries and countries with economies in transition, within their own region, through capacity building for the environmentally sound management to achieve the fulfilment of the objectives of the Convention.

The description of the core functions of the Centres are as follows:

1. Training
2. Technology Transfer
3. Information
4. Consulting
5. Awareness raising

The explanations of the core functions of the Centres are as follows:

- (a) Developing and conducting training programmes, workshops, seminars and associated projects in the field of the environmentally sound management of hazardous wastes, transfer of environmentally sound technology and minimization of the generation of hazardous wastes with specific emphasis on training the trainers and the promotion of ratification and implementation of the Basel Convention and its instruments;
- (b) Identifying, developing and strengthening mechanisms for the transfer of technology in the field of the environmentally sound management of hazardous wastes or their minimization in the region;
- (c) Gathering, assessing and disseminating information in the field of hazardous wastes and other wastes to Parties of the region and to the Secretariat;
- (d) Collecting information on new or proven environmentally sound technologies and know-how relating to environmentally sound management and minimization of the generation of hazardous wastes and other wastes and disseminating these to Parties of the region at their request;
- (e) Establishing and maintaining regular exchange of information relevant to the provisions of the Basel Convention, and networking at the national and regional levels;
- (f) Organizing meetings, symposiums and missions in the field, useful for carrying out these objectives in the region;
- (g) Providing assistance and advice to the Parties and non-Parties of the region at their request, on matters relevant to the environmentally sound management or minimization of hazardous wastes, the implementation of the provisions of the Basel Convention and other related matters,
- (h) Promoting public awareness;

(i) Encouraging the best approaches, practices and methodologies for the environmentally sound management and minimization of the generation of hazardous wastes and other wastes, e.g. through case studies and pilot projects;

(j) Cooperating with the United Nations and its bodies, in particular UNEP and the Specialized Agencies, and with other relevant intergovernmental organizations, industry and non-governmental organizations, and, where appropriate, with any other institution, in order to coordinate activities and develop and implement joint projects related to the provisions of the Basel Convention and develop synergies where appropriate with other multilateral environmental agreements;

(k) Developing, within the general financial strategy approved by the Parties, the Centres' own strategy for financial sustainability;

(l) Cooperating in mobilization of human, financial and material means in order to meet the urgent needs at the request of the Party(ies) of the region faced with incidents or accidents which cannot be solved with the means of the individual Party(ies) concerned;

(m) Performing any other functions assigned to it by relevant decisions of the Conference of the Parties of the Basel Convention or by Parties of the region, consistent with such decisions.

**Annex II**  
**Contributions of the Government of the Islamic Republic of Iran**

The Government ~~shall make of cash and in kind contributions of a value of US \$ 100,000~~ towards the operation of the Centre for the ~~first five years~~ from entry into force of the present Agreement, which shall include:

**A. Personnel**

Director of the Centre -- full time

Secretary of the Director -- full time

**B. Premises and services**

Furnished office space -- 61.5 sq.m.

Office equipment: computers with printers, photocopier, etc.

Telecommunications equipment and services: telephones, telex

Audiovisual equipment: LDC Projector, overhead, etc.

Maintenance of the office space and equipment

The Government also undertakes to arrange for provision of meeting rooms and other office space and equipment as and when required for activities of the Centre.

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**Annex III**  
**Countries served by the Centre**

1. The People's Republic of Bangladesh
2. The Islamic Republic of Iran
3. The Republic of Maldives
4. The Kingdom of Nepal
5. The Islamic Republic of Pakistan

***DRAFT***

**FRAMEWORK AGREEMENT**

**Between**

**THE SECRETARIAT OF THE BASEL CONVENTION ON THE CONTROL OF  
TRANSBOUNDARY MOVEMENTS OF HAZARDOUS WASTES AND THEIR  
DISPOSAL**

**and**

**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN**

**concerning**

**THE ESTABLISHMENT OF A BASEL CONVENTION REGIONAL CENTRE FOR  
TRAINING AND TECHNOLOGY TRANSFER IN TEHRAN**

*The Secretariat of the Basel Convention on the Control of Transboundary Movement of Hazardous Wastes and their Disposal, acting on behalf of the Conference of the Parties to the Convention, and the Government of the Islamic Republic of Iran,*

*Bearing in mind that the Basel Convention on the Control of Transboundary Movement of Hazardous Wastes and their Disposal of 22 March 1989 in Article 14, paragraph 1 calls for the establishment of the regional centres for training and technology transfer regarding the management of hazardous wastes and other wastes and the minimization of their generation;*

*Recognizing that cooperation among States at the regional level in the field of training and technology transfer facilitates the environmentally sound management of hazardous wastes and other wastes and the minimization of their generation;*

*Recalling Decision VII/xx of the seventh meeting of the Conference of the Parties to the Basel Convention which selected the Islamic Republic of Iran as the site for a Basel Convention Regional Centre for Training and Technology Transfer in Tehran;*

*Noting with appreciation the interest expressed by the Islamic Republic of Iran to host a Basel Convention Regional Centre;*

*Recalling Decision V/5 of the fifth meeting of the Conference of the Parties which emphasized the need for the enhancement of the legal status of the centres as a way to attract additional financial support and the necessity of developing a framework agreement;*

*Recalling also Decision VI/3 of the sixth meeting of the Conference of the Parties by which the latter adopted a core set of elements for the Framework Agreement, endorsed the mechanism of establishing the Basel Convention Regional Centres by the signature of Framework Agreements, and ~~authorized the Secretariat of the Basel Convention to negotiate and sign the Agreements in the name of the Conference of the Parties with the representative of the Government of each country hosting the Centres;~~*

*Recalling further Decisions VI/1, VI/2 and VI/3 of the sixth meeting of the Conference of the Parties in which the latter endorsed the role of Basel Convention Regional Centres in implementing the Basel Declaration and the priority actions of the Strategic Plan of the Basel Convention, using contributions from the Basel Convention Trust Funds in accordance with the criteria and procedure established under Decision VI/2;*

*Have agreed as follows:*

## **Article I**

### **Definitions**

For the purpose of the present Framework Agreement, the following definitions shall apply:

- (a) "Agreement" means the Framework Agreement between the Secretariat of the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Government of the Islamic Republic of Iran on the establishment of a Basel Convention Regional Centre for Training and Technology Transfer in Tehran;

- (b) "Basel Convention" means the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, adopted on 22 March 1989;
- (c) "Business Plan" means the document referred to in Decision VI/4 of the sixth meeting of the Conference of the Parties to the Basel Convention;
- (d) "Centre" means the Basel Convention Regional Centre for Training and Technology Transfer in Tehran, established at the Environmental Research Center, Hengamat Expressway, Pardisan Park, Tehran, the Islamic Republic of Iran;
- (e) "Competent authorities" means national, provincial, municipal and other competent authorities under the law of the Islamic Republic of Iran;
- (f) "Consultants and experts of the Centre" means consultants and experts whose posts are financed from the Trust Funds of the Basel Convention, and who are selected and appointed by the Director of the Centre in consultation with the Secretariat.
- (g) "Focal Points of the Basel Convention" means the Government institution designated by each Party to the Basel Convention under the provisions of Article 5 of the Basel Convention;
- (h) "General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, ~~and the Islamic Republic of Iran acceded on 2 May 1974~~ ~~any other date~~;
- (i) "Government" means the Government of the Islamic Republic of Iran;
- (j) "International staff of the Centre" means officials of the Centre whose posts are financed from the Basel Convention Trust Funds in accordance with decisions of the Conference of the Parties of the Basel Convention, and who are appointed by the Director, in consultation with the Secretariat;
- (k) "Parties to the Basel Convention" means those States and political and/or economic integration organizations which ratified, accepted, formally confirmed, approved or acceded to the Basel Convention in accordance with Articles 22 and 23 of the Basel Convention;
- (l) "Party" means the Secretariat or the Government as the case may be and "Parties" means both of them;
- (m) "Project document" means a formal document covering a project, as defined below, which sets out, *inter alia*, the need, results, outputs, activities, work plan, budget, pertinent background, supporting data and any special arrangements applicable to the execution of the project in question signed by UNEP or the Secretariat and the Basel Convention Regional Centre;
- (n) "Secretariat" means the Secretariat of the Basel Convention;
- (o) "Staff of the Centre" means the Director and the national staff of the Centre, whose posts are financed by the Government;
- (p) "Steering Committee" means the Committee provided for in Article VII of the present Framework Agreement;

- (q) "Trust Funds" means the Basel Convention Trust Funds established under the Basel Convention with the scope of providing financial support for the ordinary expenditure of the Secretariat of the Basel Convention and the Technical Cooperation Trust Fund of the Basel Convention established for the purpose of assisting developing countries and other countries in need of technical assistance in the implementation of the Basel Convention;
- (r) "UNEP" means the United Nations Environment Programme;

## Article II

### Purpose of the Framework Agreement

The purpose of the present Framework Agreement is to set forth the terms and conditions under which the Basel Convention Regional Centre for Training and Technology Transfer in Tehran in the Islamic Republic of Iran shall operate pursuant to the relevant provisions of the Basel Convention and related decisions of the Conference of the Parties to the Convention.

## Article III

### Establishment and Legal Status of the Basel Convention Regional Centre for Training and Technology Transfer in Tehran

1. The Basel Convention Regional Centre for Training and Technology Transfer in Tehran, is hereby established at Environmental Research Center, Hemmat Expressway, Pardisan Park, Tehran, the Islamic Republic of Iran.
2. The Centre referred to in paragraph 1 above shall be an autonomous institution with its own legal personality.
3. Subject to the relevant provisions of the present Framework Agreement, the Centre, which is a national institution ~~established under the laws and regulations of the Islamic Republic of Iran, shall operate in accordance with the laws and regulations of the Islamic Republic of Iran.~~
4. The Centre shall have a regional role defined in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention.
5. Activities of the Centre which are not related to its regional role shall be defined by the competent authorities of the Islamic Republic of Iran. The Government and the Centre shall ensure that such activities do not interfere with or affect the regional role of the Centre and the commitments and obligations under the present Framework Agreement.
6. The Centre shall have the capacity, in accordance with the national laws and regulations of the Islamic Republic of Iran:
  - (a) To contract;
  - (b) To acquire and dispose of movable and immovable property;
  - (c) To institute legal proceedings.

## **Article IV**

### **Regional Role of the Centre**

1. The Centre shall provide services for the implementation of the Basel Convention to the Parties to the Basel Convention consenting to be served by the Centre whose names are listed in Annex III which constitutes an integral part of this Agreement.
2. Any other Party to the Basel Convention from Western and Central Asia may also request to be served by the Centre through a written communication to the Director of the Centre, which shall thereafter be transmitted to the Secretariat pursuant to Article XIX, paragraph 6, below.
3. Subject to the agreement of the Steering Committee provided for in Article VII of the present Agreement, any Party to the Basel Convention outside the region, non-governmental organisation, entity, private sector organisation, academic institution, or other organisation from within and outside the region, may participate in the activities of the Centre.

## **Article V**

### **Functions of the Centre relevant to its Regional Role**

1. The core functions of the Centre are described in Annex I to the present Agreement. These functions may be subject to periodic review by the Conference of the Parties to the Basel Convention.
2. The Centre shall implement activities in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention and the Business Plan of the Centre referred to in Article VII, paragraph 2 of the present Agreement.

## **Article VI**

### **Governance and Reporting**

1. The activities of the Centre relevant to its regional role shall be carried out under the general guidance and in close coordination with the Secretariat.
2. The Secretariat shall coordinate the activities of the Centre with the work of other Basel Convention Coordinating and Regional Centres as well as with the relevant activities of the Parties to the Basel Convention, international organisations, programmes, funds and other institutions established by relevant global and regional conventions.
3. The Centre shall keep the Focal Points of the Basel Convention of the Parties served by the Centre, the Secretariat, the Basel Convention Coordinating and Regional Centres in the Asia region, governmental and non-governmental organisations, entities, private sector organisations, academic institutions or other organisations which participate in the activities of the Centre, periodically informed on its activities.
4. The Centre shall submit annually a report to the Secretariat on the implementation of its Business Plan, financial income and expenditures.

## Article VII Steering Committee

1. A Steering Committee shall be established to advise the Centre on the development and implementation of the activities of the Centre relevant to its regional role and to enhance national support to its activities from Parties served by the Centre.
2. The Steering Committee shall develop and endorse the Business Plan for the Centre for each biennium and oversee its implementation.
3. The Steering Committee shall be composed of five members nominated by the Parties served by the Centre through a process of consultations, for a period of four years. The representative of the Islamic Republic of Iran shall be one of these five members. The members of the Steering Committee shall be experts of recognized standing and with experience in the environmentally sound management of hazardous wastes and other wastes.
4. The representative of the Secretariat and the Director of the Centre shall participate in the meetings of the Steering Committee *ex officio*.
5. Donors and other stakeholders, including relevant non-governmental organisations, entities, private sector organisations, academic institutions, or other organisations from within and outside the region may be invited to attend the meetings of the Steering Committee as observers.
6. The first meeting of the Steering Committee shall be convened by the Director of the Centre in consultation with Secretariat within a period of ninety (90) days from the entry into force of the present Agreement.
7. The members of the Steering Committee shall elect by consensus the Chairperson and the Vice-Chairperson of the Committee from among its members. The Chairperson and the Vice-Chairperson so elected shall hold office for a period of two (2) years.
8. The Chairperson, in consultation with the Secretariat and the Director of the Centre, shall convene the ordinary meetings of the Steering Committee at least once every two years. Extraordinary meetings may be convened by the Chairperson in consultation with Secretariat and the Director.
9. Each Party whose expert is a member of the Steering Committee shall defray the expenses of that member while performing his (her) duties in the Steering Committee.
10. The Government of the Islamic Republic of Iran shall designate a competent national authority/committee to mobilize and coordinate the national inputs of the Islamic Republic of Iran into the Centre.

## Article VIII Participants in Meetings and Activities organised by the Centre

1. Meetings and activities organised by the Centre shall be open to participants designated by the Focal Points of the Basel Convention of the Parties served by the Centre.
2. Any other Party, States, non-governmental organizations, entities, private sector organizations, academic institutions or other organizations may be invited to the meetings organized by the Centre, subject to the agreement of the Steering Committee.

**Article IX**  
**Working Language, Rules and Procedures of the Centre**

1. The ~~working language~~ of the Centre in carrying out its regional role ~~shall be~~  
~~English~~
2. The meetings organized by the Centre shall apply *mutatis mutandis* the rules and procedures of the Conference of the Parties to the Basel Convention.
3. Communications between the Centre and the Secretariat shall be in English.

**Article X**  
**Financial Resources and Contributions**

1. The financial resources of the Centre shall be composed of:
  - (a) Contributions from the Trust Funds of the Basel Convention in accordance with the relevant decisions of the Conference of the Parties to the Basel Convention and subject to the availability of resources in the Trust Funds;
  - (b) Voluntary contributions of the Parties served by the Centre;
  - (c) Funds directly received from other Parties, non-Parties, industry, research institutes, foundations, the United Nations and other relevant international and national organizations and bodies, etc., subject to the conditions stipulated in the present Framework Agreement.
  - (d) Funds received for services provided by the Centre;
  - 08-01-1996  
6/20 (e) ~~Funds provided by the Government in accordance with the Framework Agreement~~
  - (f) Other *bona fide* funds that are received by the Centre.
2. The Centre may also receive in-kind contributions.
3. The Conference of the Parties to the Basel Convention shall at each meeting review the financial status of the Centre as presented by the Director through Secretariat, and make such recommendations to the Centre as it may deem appropriate.
4. The acceptance by the Centre of any voluntary contribution or donation whether of a financial or non-financial nature shall in every case be subject to the express written agreement of the Secretariat, upon the recommendation of the Director of the Centre, in order to avoid conflict of interest between the goals and objectives of the Basel Convention and the donors.
5. The financial resources provided to the Centre from the Trust Funds established under the Basel Convention shall be kept in an account in the name of the Centre at a bank in the Islamic Republic of Iran in the currency in which they are to be remitted. These resources shall be available to the Centre for the implementation of its programme of work in conformity with the Project Document signed for that purpose by the Centre and the UNEP or the Secretariat.
6. The Centre and the Secretariat, individually or jointly, may seek additional financial or in-kind support for the Centre from sources other than the Trust Funds of the Basel Convention.

7. Activities of the Centre which are not related to its regional role shall be financed solely from funds provided by the Government.

8. An external biennial review of the activities and accounts of the Centre shall be carried out by an auditor selected jointly by the Steering Committee and the Secretariat. Within thirty days of the completion of the review referred to at paragraph 7 above, a report of such review shall be submitted to the Steering Committee and the Secretariat.

## Article XI Contribution of the Host Government

The Government shall provide, free of charge, adequate facilities for the Centre and the personnel needed for its effective operation, ~~including but not limited to appropriate premises, standard office and telecommunication equipment.~~ It shall be responsible for the adequate and timely maintenance of the premises and shall further provide financial and ~~in-kind~~ contributions towards the operational costs of the Centre as specified in Annex II of the present Agreement.

## Article XII Staff, International Staff, Consultants and Experts of the Centre

1. The Centre shall comprise a full-time Director and such staff as the Centre may require for the effective and efficient performance of its regional role.

2. The Director may be a national of the Islamic Republic of Iran, appointed by the Government in consultation with the Secretariat for such period and upon such terms as agreed to between the Government and the Secretariat.

3. The Director shall be the chief administrative officer of the Centre and, subject to the provisions of the present Agreement, shall have overall responsibility for the activities and administration of the Centre.

4. The posts of the Director and of the staff shall be funded as part of the contribution provided by the Government towards the operating costs of the Centre as stipulated in Annex II of the present Agreement. If approved by the Conference of the Parties to the Basel Convention, a contribution towards the salary of the Director may be made by interested Parties to the Basel Convention.

5. Staff whose posts are financed by the Government shall be appointed by the Director.

6. The International staff of the Centre, whose posts are financed from the Basel Convention Trust Funds in accordance with decisions of the Conference of the Parties to the Basel Convention, shall be appointed by the Director in consultation with the Secretariat. International staff shall be appointed from among qualified applicants responding to vacancy announcements drafted jointly by the Director and the Secretariat, and circulated by the Secretariat to the Focal Points of the Basel Convention.

7. Consultants and experts of the Centre, whose posts are financed from the Trust Funds of the Basel Convention, shall be selected and appointed by the Director in consultation with the Secretariat.