

**WORLD METEOROLOGICAL ORGANIZATION
and
PERMANENT INTER-STATE COMMITTEE
FOR DROUGHT CONTROL IN THE SAHEL**

Agreement—*Programme for the strengthening of the Agrometeorological and Hydrological Services of the Sahelian countries and establishment of a Centre for training, research and applications of agrometeorology and operational hydrology (with annexes and protocol of execution). Signed at Geneva on 16 March 1981*

Authentic texts: English and French.

Filed and recorded at the request of the World Meteorological Organization on 20 April 1981.

**ORGANISATION MÉTÉOROLOGIQUE MONDIALE
et
COMITÉ PERMANENT INTER-ÉTATS
POUR LA LUTTE CONTRE LA SÉCHERESSE
DANS LE SAHEL**

Accord — *Programme de renforcement des Services agrométéorologiques et hydrologiques des pays du Sahel et création d'un Centre de formation, de recherche et d'applications en agrométéorologie et hydrologie opérationnelle (avec annexes et protocole d'exécution). Signé à Genève le 16 mars 1981*

Textes authentiques : anglais et français.

Classé et inscrit au répertoire à la demande de l'Organisation météorologique mondiale le 20 avril 1981.

AGREEMENT¹ BETWEEN THE PERMANENT INTER-STATE COMMITTEE FOR DROUGHT CONTROL IN THE SAHEL (CILSS) AND THE WORLD METEOROLOGICAL ORGANIZATION

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I. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to describe the structure and operation of the Programme for the strengthening of the Agrometeorological and Hydrological Services of the Sahelian countries and the establishment of a Centre for training, research and applications of agrometeorology and operational hydrology, and to define the rôles and responsibilities of the Permanent Inter-State Committee for Drought Control in the Sahel (CILSS) and also of the World Meteorological Organization, in implementing this Programme.

II. ORIGIN AND OBJECTIVE OF THE PROGRAMME

A. *Origin*

1. Following the severe drought which began in 1969 in the Sudano-Sahelian area of West Africa, and which reached catastrophic proportions after the rainy seasons in 1972 and 1973, six countries (Chad, Mali, Mauritania,

¹ Came into force on 16 March 1981 by signature, in accordance with article VII (1).

Niger, Senegal and Upper Volta) decided to set up the Permanent Inter-State Committee for Drought Control in the Sahel (CILSS). The Gambia joined the CILSS in 1974, and the Cape Verde Islands in December 1975. Resolution 5, adopted in March 1973 at a meeting of the Ministers of these countries, requested the assistance of international organizations specializing in the study of problems relating to drought, including certain meteorological problems.

2. Resolution 1759 (LIV), adopted by the Economic and Social Council in May 1973, requested bodies within the United Nations—each acting under its terms of reference—to organize the necessary assistance, in order to meet the requests made by the Governments of the Sahelian region concerning their medium and long-term needs.

3. During a meeting, at which the agencies of the United Nations, governments, inter-governmental and non-governmental organizations were represented and which was held in Geneva in June 1973, proposals were made concerning the general lines along which the activities of the United Nations agencies should be developed within the framework of medium and long-term programmes.

4. At its first meeting held in Ouagadougou in September 1973, the CILSS adopted resolutions, requesting

- (i) Hydrometeorological, agrometeorological and climatological studies.
- (ii) The setting up of sub-regional centres for applied meteorology, responsible, in particular, for
 - (a) Training staff;
 - (b) Agrometeorological studies, enabling early warnings of crop failure to be issued;
 - (c) Precipitation enhancement experiments.

5. The reports submitted to the CILSS by the commissions of the meeting of experts, which preceded the Conference of Heads of State and the Council of Ministers, give additional information on the intentions of the Sahelian countries, as follows: Commission No. 1—Agricultural and hydraulic engineering for agriculture—recommended the setting up or strengthening at national level of services responsible for data collection and research in the fields of climatology and water resources, in order to facilitate the implementation of projects in all sectors of the economy. Commission No. 2—Environment and climatology—recommended the setting up of infrastructures which would provide essential information for agricultural economics, specifying the setting up or re-structuring of national Meteorological Services, increasing the density of observing networks, the provision of equipment, the creation of archives and a centre for studies. This Commission also mentioned, in particular, studies on possible precipitation cycles, the use of satellite pictures and improvement of forecasting methods.

6. From the outset, WMO has worked in close collaboration with CILSS and representatives of the CILSS Member States, in order to develop a programme for technical co-operation, to achieve the aforementioned objectives. For this purpose, a UNDP/WMO/FAO mission (May/June 1974) defined in detail the needs of the seven countries and prepared a "Programme for the strengthening of the Agrometeorological and Hydrological Services of the Sahelian countries and for the establishment of a Centre for training and applications of agro-

meteorology/operational hydrology". A conceptual plan and implementation programme were drawn up in separate documents.

B. *Objective*

1. The long-term objective of the Programme is to contribute to the social and economic development of the Sahel, by
 - (a) Continuously and adequately monitoring the meteorological and hydrological conditions by means of up-to-date observing networks;
 - (b) Improving the understanding of these conditions and their variations in order to be able to forecast them;
 - (c) Applying this monitoring and this understanding to human activities, more particularly to agriculture and livestock rearing, with a view to increasing and regulating the production of the resources which essentially originate in the atmosphere.

III. MANAGEMENT OF THE PROGRAMME

Implementation of this Programme calls for financing from various sources and therefore requires a well-structured organization. Two Committees have been established for this purpose

- The Executive Committee of the Programme,
- The Co-ordinating and Advisory Committee.

1. The Executive Committee is responsible for

- Supervising the implementation of the entire Programme on behalf of the CILSS Member States,
- Defining, on behalf of the Member States, the objectives, guidelines for action and then extensions of the Programme.

This Committee acts as the Administrative Council for the Centre under the conditions laid down in the Statutes of the Centre.

The composition of the Executive Committee, its detailed terms of reference and the way in which it functions are established in the annexed Regulations which form an integral part of the present Agreement.

2. The Co-ordinating and Advisory Committee is responsible for co-ordinating international contributions whether financial or otherwise, necessary for the implementation of the Programme.

The composition of the Co-ordinating and Advisory Committee, detailed terms of reference and the way in which it functions are established in the annexed Regulations which form an integral part of the present Agreement.

3. Liaison between these two Committees is ensured by representation of both CILSS and WMO on both Committees as well as by having the Chairman of each Committee as *ex officio* member of the other Committee.

4. WMO, in association with FAO, has been officially designated by CILSS and UNDP and by the donor countries and organizations as the Executing Agency for the Programme.

IV. FINANCING OF THE PROGRAMME

A. *Financing by the CILSS Member States*

The Member States will provide the necessary services, material and facilities for implementing the Programme, in accordance with the project documents signed by CILSS, UNDP and WMO. They also subsidize the expenses of the Centre through the CILSS.

B. *Financing by UNDP*

1. The approved contribution of UNDP relates, on the one hand, to the Centre's training component and to the strengthening of the national Services, on the other. Details of this contribution are indicated in the aforementioned project documents.

2. The CILSS Member States will continue to include the implementation of national projects in their UNDP national programmes.

C. *Financing by donor countries and organizations*

1. This financing covers the extension and operation of the Centre and the buildings necessary for certain national Services, on the one hand, and the operational and applications aspects of the Centre, on the other: telecommunications material, data processing, expert services, agricultural equipment, establishment of an experimental service for users, programme of applied research.

2. Donations in cash or in kind, intended for the implementation of the Programme, are managed by WMO in accordance with the directives of the Co-ordinating and Advisory Committee and in view of the needs defined by the Executive Committee. There are specific agreements between each donor and WMO for these donations.

3. WMO and the CILSS are under the obligation to keep each other regularly informed regarding these donations received in cash or in kind.

D. *Budget of the Centre*

A consolidated budget has been instituted for the AGRHYMET Centre, governed by the financial provisions annexed to the present agreement.

V. EVALUATION

1. The usual procedures for evaluation of projects implemented under UNDP provide for tripartite annual reviews involving CILSS Member States, UNDP and the Executing Agency. Following these reviews, a report is prepared which, after being approved by the three parties concerned, constitutes the basis for subsequent action. Since the Programme is also financed from sources other than UNDP, the donor countries and organizations will be invited to participate in these tripartite reviews.

2. There is also provision for the organization of periodic evaluation missions, comprising representatives of CILSS, UNDP, the donor countries and organizations and WMO, which will visit the installations implemented under the Programme, analyse the progress made and the problems encountered and prepare recommendations for further operations. The terms of reference of

these missions will be prepared by WMO and sent for information to CILSS, UNDP and the donor countries and organizations.

3. Apart from these reviews and evaluation missions, the Member States, CILSS, UNDP and the donor countries and organizations will receive half-yearly reports prepared by the Director of the Centre.

VI. RESPONSIBILITIES

A. *General responsibilities*

1. The Member States, CILSS, UNDP, the donor countries and organizations and WMO participate in the implementation of the Programme and in achieving the Programme objectives as described in the conceptual plan and implementation programme.

2. Each of the parties participating in achieving the Programme objectives is under the obligation to take no unilateral action which would be in contradiction to the terms of the present Agreement.

B. *Responsibilities of the Member States and of the CILSS*

1. The Member States and the CILSS shall provide national personnel, training facilities, land, buildings and equipment as well as other services and facilities necessary for the implementation of the Programme, under the conditions specified in the project documents.

2. The Member States shall continue to pay remuneration in local currency and appropriate allowances to national personnel assigned to the Programme who receive grants during the time they are required to be away from the location of the Programme in order to receive training.

3. The Member States shall defray all customs duties and other dues in connexion with equipment imported for the needs of the Programme and transport, handling, storage and related expenses within the country. They shall be responsible for the safe storage of the equipment, its installation and maintenance, insurance and, if necessary, replacement after delivery to the location in which the Programme is being implemented.

4. Subject to the security regulations in force, the Member States and the CILSS shall make available to WMO all the reports, maps, files and other information, whether published or not, which might be regarded as necessary for the implementation of the Programme.

C. *Responsibilities of UNDP and of donor countries and organizations*

1. UNDP and the donor countries and organizations shall, through WMO, provide, for the purposes of the Programme, the services, equipment and facilities described in the implementation programme.

2. Details of the UNDP contribution as regards both the national projects and the AGRHYMET Centre are given in the budget contained in the respective project documents.

3. Details of the financial and other contributions from donor countries and organizations are the subject of special agreements between these donor countries and organizations and WMO.

D. *Responsibilities of WMO*

1. WMO, in consultation with the Member States and the CILSS respectively, shall assign international and other personnel to the Programme, grant fellowships and determine the standards applicable to the training of national personnel assigned to the Programme.

2. Within the limitations of the funds assigned by UNDP and the donor countries and organizations, WMO undertakes to supply the services of a Director for the Centre and of experts, as well as the equipment and the other necessary services.

3. The fellowships granted under the regional component and the national components of the Programme will be administered in accordance with the rules instituted in this connexion by WMO, at the proposal of the Member States and the CILSS respectively.

4. WMO may, by agreement with the Member States and the CILSS respectively, entrust part or the whole of the regional and national operations of the Programme to subcontractors, who will be chosen after consultation with the Member States and the CILSS respectively, in accordance with WMO procedures.

5. All equipment and supplies purchased with funds from UNDP or donor countries and organizations will be used exclusively for the purpose of implementing the Programme and will remain the property of UNDP or donor countries and organizations until transferred.

6. WMO manages the financial resources allocated to the Programme in accordance with the Regulations contained in annex III to the present agreement.

E. *Transfer of responsibilities*

1. The parties agree to a transfer of responsibilities from the World Meteorological Organization, the Executing Agency of the Programme, to CILSS, the beneficiary of the Programme, within reasonable time limits.

2. This transfer will take place according to a plan and schedule established by common agreement.

3. Before assistance to the Programme comes to an end, the Member States, CILSS, UNDP, the donor countries and organizations and WMO will consult each other in order to decide what is to happen to the buildings and all the equipment supplied for the implementation of the Programme. The titles to property of buildings and of this equipment will normally be transferred to the Member States or to CILSS or bodies designated by them, should this material be essential in order to continue to implement the Programme, or for activities directly resulting from it. However, UNDP as well as the donor countries and organizations may, at their discretion, retain the ownership of part or the whole of this equipment.

F. *Co-ordination of the Programme*

1. The scientific and technical co-ordination of the Programme is undertaken by the Director of the Centre, who is assisted by an advisor provided by CILSS and, as required, experts provided by WMO.

2. The Executive Committee of the Programme undertakes the supervision and control of this co-ordination.

G. *Director of the Centre*

1. *Nomination and recruitment of the Director*

The CILSS Council of Ministers nominates the Director of the Centre and places him at the disposal of WMO. The Secretary-General proceeds with the recruitment formalities and concludes a contract with him in accordance with the statutory provisions applicable to project personnel. The procedure applicable to this nomination is laid down in the protocol of execution annexed to the present Agreement.

2. *Statutory provisions applicable to the conditions of service of the Director of the Centre*

The statutory provisions applicable to the conditions of service of the Director are those laid down in the WMO Staff Regulations but with the following additions:

- (a) In accordance with the terms of this agreement and the Protocol of Execution, the Director of the Centre also receives and carries out the directives of the CILSS Minister Co-ordinator or, by delegation of power, of the CILSS Executive Secretary. He may ask for such directives. However, when these directives involve expenditure for which there is no provision in the approved budget, the Director of the Centre will only carry them out if the appropriate financial resources are available.
- (b) In all matters concerning the technical and pedagogical aspects of the Centre, the Director is subject to the authority of the Executive Committee of the Programme.
- (c) At the formal request of the CILSS Council of Ministers, the Secretary-General of WMO relieves the Director of the Centre of his duties.

3. *Responsibilities of the Director of the Centre*

3.1. The Director is responsible for the good operation of the Centre, whether at the pedagogical, administrative, technical or financial levels.

3.2. He supervises all activities of the Centre.

3.3. In accordance with the relevant regulatory and contractual provisions

- (a) He administers and manages all staff employed in the Centre;
- (b) He manages the material and financial resources made available to the Centre. The financial provisions appear as an annex to the present agreement;
- (c) He prepares half-yearly reports provided for under Chapter V, paragraph 3 of the present agreement.

3.4. The Director conducts the activities of the Centre in accordance with CILSS strategies.

3.5. The Director ensures co-ordination of the Programme as stipulated in paragraph F above.

3.6. The Director is the Secretary of the Administrative Council, of the Executive Committee of the Programme and of the Council of Pedagogical and Scientific Improvement. In this capacity, he prepares for the meetings of these bodies and implements their decisions.

H. *Facilities, privileges and immunities*

1. *Personnel from UNDP, donor countries and organizations and WMO*

In accordance with the agreement concluded between UNDP and the CILSS Member States, as regards providing assistance, the personnel from UNDP and the other organizations of the United Nations system associated with the Programme will enjoy the facilities, privileges and immunities specified in the aforementioned agreement. These same facilities, privileges and immunities will be extended to personnel made available to WMO for the implementation of the Programme by the donor countries and organizations.

2. *Subcontractors and their staff*

Subcontractors of WMO and their staff (except nationals of beneficiary countries, employed locally)

- (a) Will be immune from legal process in respect of all acts performed by them in their official capacity for the implementation of the Programme;
- (b) Will be exempt from the obligations of National Service;
- (c) Will be immune, together with their spouses and relatives dependent upon them, from immigration restrictions;
- (d) Will be able to bring into the country reasonable amounts of foreign currency for the needs of the Programme or for personal use, and take out all amounts brought into the country, or, in accordance with the regulations relating to exchange, any amounts of money they may have earned in carrying out the Programme;
- (e) Will be given, together with their spouses and relatives dependent upon them, the same repatriation facilities, in times of international crises, as diplomatic envoys.

All staff of WMO subcontractors will enjoy inviolability for all papers and documents relating to the Programme.

The CILSS Member States will grant to any foreign firm or organization which may be employed by WMO, and to the staff of any such firm or organization, exemption from, or re-imbusement of, all dues, taxes or deductions which might be levied on

- (a) Pay or salary earned by this staff during execution of the Programme;
- (b) All equipment and supplies imported into the country for the purpose of implementing the Programme or which, after having been imported, may subsequently be taken out of the country;
- (c) Any large quantities of equipment or supplies, purchased on the local market for the purpose of implementing the Programme, such as petrol and spare parts necessary for the operation and maintenance of the equipment mentioned in sub-paragraph (b) above, on the understanding that the categories and approximate quantities of goods which should be exempted from dues, and also the formalities which have to be followed, will be the subject of an agreement with the CILSS Member States;
- (d) As in the case of concessions granted at the same time to UNDP and WMO staff, all goods imported (including one car per employee) by the firm or organization or by their staff for their private consumption or use, or which, after having been imported into the country may then be taken out of the country when the staff leave.

WMO may waive the privileges and immunities to which these firms and organizations and their staff may be entitled, as set out in the foregoing paragraphs when, in its opinion, the immunity would impede the course of justice, and can be waived without prejudice to the satisfactory implementation of the Programme or to the interests of WMO.

WMO, through the UNDP Resident Representatives, will provide the CILSS Member States with a list of the staff to which the aforementioned privileges and immunities apply.

VII. FINAL PROVISIONS

1. The present Agreement will come into force as soon as it has been signed by the CILSS Minister Co-ordinator and the Secretary-General of WMO.

2. As soon as the present Agreement comes into force, the Secretary-General of WMO will communicate the text to the Secretary-General of the United Nations for registration in accordance with article 1 of the Regulations adopted by the United Nations General Assembly on 14 December 1946, for the purpose of putting into effect Article 102 of the United Nations Charter.

3. Any divergence of opinion between CILSS and WMO concerning the interpretation or application of the present Agreement, its protocol of execution or any additional agreement or arrangement, which has not been settled by negotiation is referred to a Body of Arbitrators composed of three members. The first of these arbitrators is nominated by the CILSS Minister Co-ordinator, the second by the Secretary-General of WMO and the third, who will be the Chairman of the Body of Arbitrators, will be nominated by the President of the International Court of Justice, unless, in any specific case it is agreed by the parties to this agreement, to have recourse to another mode of settlement. A written request will be made by one or other of the parties to the Body of Arbitrators, which will determine its own procedure.

4. The present Agreement may be revised at the request of one or other of the parties.

5. Each of the contracting parties may inform the other of its intention to denounce the present Agreement, provided that at least six months' notice is given. Denunciation of this Agreement

- (i) Relieves both parties of any obligation to continue to apply the present Agreement;
- (ii) Does not affect any right, obligation or legal position of the parties resulting from the execution of the present Agreement prior to denunciation.

6. The terms of the present Agreement are supplemented by the protocol of execution.

DONE at Geneva, in English and French languages, on this sixteenth day of March 1981.

For the Permanent Inter-State Committee for Drought Control in the Sahel:

[Signed]

J. PEREIRA
Minister Co-ordinator

For the World Meteorological Organization:

[Signed]

A. C. WIIN-NIELSEN
Secretary-General

A N N E X I

REGULATIONS OF THE EXECUTIVE COMMITTEE OF THE PROGRAMME

CHAPTER I. PURPOSE

Article 1. The purpose of the present Regulations is to define the organization of the Committee, to state its functions and the rôle of the Secretary of the Committee and to settle any other questions relating to the Committee.

CHAPTER II. ORGANIZATION

Article 2. Members:

- (i) The Committee shall be composed of two representatives of each CILSS Member State chosen from among the Directors of the Meteorological, Hydrological and Agricultural Services.
- (ii) A representative of CILSS, a representative of the Executive Secretariat of CILSS, a representative of WMO, the Chairman of the Co-ordinating and Advisory Committee and the Director-General of the Sahel Institute shall be ex-officio members of the Executive Committee of the Programme.
- (iii) The Executive Committee shall be empowered to invite any other person to attend meetings, as necessary.

Article 3. Chairman: The chairmanship of the Executive Committee shall be held by the Member States in rotation, and for a period extending from one ordinary session to the next.

Article 4. Secretary: The Director of the Centre shall be the Secretary of the Executive Committee.

Article 5. Sessions:

- (i) The Executive Committee shall meet at least once per year, and at any other time at the request of at least a third of the members.
- (ii) The meetings shall normally be held at the headquarters of the Programme, or in any other place in the Member States as agreed by the Executive Committee.
- (iii) The agenda prepared by the Secretary in consultation with the Chairman shall be submitted to each member at least one month before the meeting.
- (iv) The reports of each session, approved by the Chairman, shall be distributed to members as soon as possible after the session has ended.

CHAPTER III. FUNCTIONS

Article 6. The Executive Committee

- (i) Shall be responsible for the overall participation of the Member States in the implementation of the Programme as defined in the project documents;
- (ii) Shall monitor the implementation of the Programme as a whole, and supervise the co-ordination of the Programme;
- (iii) Shall study the technical proposals of the Member States and formulate recommendations concerning the objectives, courses of action to be adopted and extensions of the Programme;
- (iv) Shall ensure that the contributions of Member States are made as planned and that the buildings, equipment and facilities and installations mentioned in the project documents as counterpart contributions in kind are available as required;
- (v) Shall state requirements as regards additional resources considered necessary for the implementation of the Programme and refer the matter to WMO and the Co-ordinating and Advisory Committee.

Article 7. In addition, the Executive Committee

- (i) Shall examine the progress reports submitted by WMO and give advice on the future conduct of the Programme's operations;
- (ii) Shall submit the contributions of CILSS Member States to the annual budget of the Centre to the CILSS Council of Ministers, for approval;
- (iii) Shall propose modifications to the financial arrangements, relating to the management of resources allocated to the Programme, which it may consider necessary;
- (iv) Shall give its opinion on any other questions considered relevant to the Programme.

Article 8. (i) The Executive Committee shall also act as the Administrative Council of the Centre. As such, its terms of reference shall be those laid down by the Statutes of the Centre.

(ii) The Administrative Council shall approve the budget and accounts of the Centre. However, the portion corresponding to the CILSS contribution shall be submitted for approval to the Council of Ministers of this Organization.

(iii) At the suggestion of the Director of the Centre, the Administrative Council shall authorize the transfer of credits from one item of expenditure to another, within the limits and subject to the conditions applicable to each contribution.

(iv) The remaining terms of reference of the Administrative Council shall be as laid down in the Statutes of the Centre.

(v) The meetings of the Executive Committee, when acting as the Administrative Council of the Centre, shall be chaired, on a permanent basis, by the Minister responsible for Rural Development in Niger. The meetings shall be held immediately following the meetings of the Executive Committee.

CHAPTER IV. RÔLE OF THE SECRETARY OF THE EXECUTIVE COMMITTEE

Article 9. In fulfilling his tasks, the Secretary

- (i) Shall report to the Executive Committee on the administrative, financial and technical aspects of the Programme;
- (ii) Shall submit proposals to the Executive Committee concerning the implementation of the Programme;
- (iii) Shall be designated, as necessary, by the Executive Committee to represent that Committee, when questions relating to the Programme are being studied;
- (iv) Shall undertake any other work relating to the Programme which the Executive Committee may consider appropriate to entrust to him.

CHAPTER V. REPORTS

Article 10. (i) The periodic reports prepared by the Secretary shall be submitted to each meeting of the Executive Committee.

(ii) The annual reports of the Executive Committee shall be submitted to the CILSS Member States, WMO and the Co-ordinating and Advisory Committee, at the latest three months after the end of the year to which they refer.

(iii) The Executive Committee may, if necessary, publish special technical reports.

CHAPTER VI. COST OF MEETINGS

Article 11. The Centre shall bear the cost of organizing meetings of the Executive Committee and of the Administrative Council and also the cost of the participation of the Member States and CILSS in these meetings.

CHAPTER VII. GENERAL PROVISIONS

Article 12. The Executive Committee may submit proposals for modifications or additions to the present Regulations, for approval to the CILSS and WMO.

A N N E X I I

REGULATIONS OF THE CO-ORDINATING AND ADVISORY COMMITTEE

CHAPTER I. PURPOSE

Article 1. The purpose of the present Regulations is to define the organization of the Co-ordinating and Advisory Committee, to state its functions and to settle any other questions relating to the Committee.

CHAPTER II. ORGANIZATION

Article 2. (i) The Committee shall be composed of a representative of the United Nations Development Programme, a representative of the United Nations Sudano-Sahelian Office, a representative of the Permanent Inter-State Committee for Drought Control in the Sahel, a representative of the World Meteorological Organization as well as a representative of any donor country or organization. The specialized agencies whose advice might be found to be useful for the Programme may also be invited to attend meetings of the Committee.

(ii) The Chairman of the Executive Committee of the Programme shall be an ex officio member of the Co-ordinating and Advisory Committee.

(iii) The Committee may, on its own initiative or at the suggestion of one or more of the other members, invite any other person to attend its meetings, as necessary.

Article 3. Chairman: At the conclusion of its last annual meeting, the Co-ordinating and Advisory Committee shall elect one of its members as Chairman for the following year.

Article 4. Secretariat: WMO shall act as secretariat of the Committee.

Article 5. Sessions:

- (i) The Co-ordinating and Advisory Committee shall, in principle, meet at least once per year, on a date which it shall decide itself or at any other time during the year, if invited by WMO or at least three of the members, to do so.
- (ii) The meetings shall be held at the headquarters of the Organization, at the headquarters of the Programme, or at some other location.
- (iii) The agenda shall be prepared by the secretariat in consultation with the Chairman and submitted to each member of the Committee at least one month before the meeting is due to be held.
- (iv) The reports of each session, approved by the Chairman, shall be distributed to members of the Committee, at the latest 30 days after the end of the session.

CHAPTER III. FUNCTIONS

Article 6. The Co-ordinating and Advisory Committee

- (i) Shall act as the advisory and co-ordinating agency as regards international contributions, financial and other, necessary for the implementation of the Programme;
- (ii) Shall give advice concerning financial and other procedures necessary for the management of contributions and funds made available to the Programme by donor countries and organizations;
- (iii) Shall examine the reports on the contributions to the Programme submitted to it by the Executive Committee of the Programme;

- (iv) Shall examine the financial repercussions of the recommendations made to it by the Executive Committee of the Programme;
- (v) Shall examine the reports submitted by WMO on the implementation of the Programme and the use made of the various financial and other contributions;
- (vi) Shall examine the proposed plan of action and the draft budgets prepared by WMO for the implementation of the Programme;
- (vii) Shall consider any other questions relating to the implementation and financing of the Programme;
- (viii) Shall examine the proposed plans for obtaining additional donations to the Programme.

CHAPTER IV. COST OF MEETINGS

Article 7. Each donor country or organization shall bear the cost of the attendance of its representative on the Co-ordinating and Advisory Committee, at the meetings of the said Committee. In the case of other bodies, these costs shall be financed in accordance with the procedures which have been established between WMO and the said bodies.

CHAPTER V. GENERAL PROVISIONS

Article 8. The Co-ordinating and Advisory Committee may propose to CILSS or WMO any additions or modifications which it considers should be made to the present Regulations.

ANNEX III

PROVISIONS CONCERNING THE MANAGEMENT OF FINANCIAL RESOURCES ALLOCATED TO THE AGRHYMET CENTRE (NIAMEY)

INTRODUCTION

In accordance with the provisions of chapter VI.A.1 and VI.A.2 of the Agreement between CILSS and WMO, it is agreed that the Secretary-General of the World Meteorological Organization shall be responsible for the financial management connected with the application of the procedures described below.

As far as possible, the Secretary-General shall delegate responsibility for the management of financial resources to the Director of the Centre.

1. ANNUAL ESTIMATED BUDGET OF THE CENTRE

1.1. *Preparation and approval*

On the authority of the Secretary-General of WMO, the annual estimated budget of the AGRHYMET Centre shall be prepared by the Director of the Centre. After the agreement of the Secretary-General of WMO has been obtained, the Director of the Centre shall submit the estimated budget for approval to the Administrative Council of the Centre, at the latest 60 days before the beginning of the financial year. The part relating to the CILSS contribution shall be submitted for approval to the Council of Ministers of this Organization.

A report on the commitments to expenditure and the contributions received during the current financial year shall be submitted at the time that this budget is submitted by the Director of the Centre.

1.2. *Lay-out*

The lay-out of the estimated budget shall be such that the amounts allocated and the corresponding sources of financing can be clearly identified. The resources allocated cannot be used for purposes other than those indicated in the budget.

For the record, contributions in kind are shown, as far as possible, in an annex to the budget.

1.3. *Modification of the budget during the financial year*

At the proposal of the Director of the Centre, transfers of sums from one item of expenditure to another may be authorized by the Administrative Council of the Centre, within the limits and under the conditions applying to each contribution.

1.4. *Payment officer*

On the authority of the Secretary-General of WMO, the Director of the Centre shall be the payment officer for expenditure except that which, due to its nature, has to be dealt with at other levels.

2. RECEIPTS

2.1. *Ordinary receipts*

The ordinary receipts of the AGRHYMET Centre consist of the cash contributions allocated to the Centre by the donor countries and organizations and CILSS.

2.2. *Secondary receipts*

The Administrative Council of the Centre may accept grants or secondary contributions, provided these grants or contributions are offered for purposes compatible with the common objectives of WMO and CILSS. However these grants and contributions cannot be accepted if they entail either directly or indirectly, expenditure which would be additional to that contained in the approved budget, unless these grants and contributions are accompanied by additional resources enabling the expenditure in question to be covered.

3. EXPENDITURE

The financial resources shall be managed in accordance with the WMO Financial Regulations. However, funds made available to the Centre by UNDP shall be managed in accordance with the financial procedures of this Organization. Likewise, funds made available by CILSS, or a CILSS Member State, shall be managed in accordance with the CILSS Financial Regulations or those of the Member State concerned. Except as regards the designation of the Auditor, the reference to the Executive Committee in the WMO Financial Regulations applies to the Administrative Council of the Centre in the present provisions.

4. COMMON FUND OF THE AGRHYMET CENTRE AND MISCELLANEOUS FUNDS

4.1. *Common Fund of the Centre*

A Common Fund for the AGRHYMET Centre has been set up, receiving funds from the receipts mentioned in paragraph 2 above. Payment of contributions into this Fund shall take place in accordance with the agreements with the donor countries and organizations. These agreements shall lay down the dates for settlement of contributions and the currency for payment.

4.2. *Miscellaneous funds*

At the proposal of the Director of the Centre, the Administrative Council may set up miscellaneous funds, receiving money from special resources intended to cover specific operations. The conditions for setting up these miscellaneous funds shall be laid down by the Administrative Council of the Centre.

5. ACCOUNTING

The accounting at the level of the Centre shall be organized in such a way as to

- (i) Meet the requirements of the various donors;
- (ii) Reflect a true record of receipts and expenditure;

- (iii) Enable the Director of the Centre, on completion of the management, to submit clear accounts showing, for the financial year under consideration, and for each activity and for each donor, the receipts and the use made of the funds allocated.

6. CURRENCY

The estimated budget and the annual accounts falling to the management of the Common Fund shall be submitted in US dollars. The resources and expenditure relating to the CILSS contribution, or that of a CILSS Member State, and likewise the corresponding elements of the balance sheet shall be submitted in CFA Francs. The rate of exchange to be applied shall be that laid down by UNDP on the closing date.

7. CLOSURE AND APPROVAL OF ACCOUNTS

At the end of the financial year the accounts of the AGRHYMET Common Fund and the various funds relating to it shall be closed and audited by the respective competent bodies and shall be sent to the Administrative Council of the Centre for approval.

8. FINAL PROVISIONS

8.1. These financial provisions may be modified at any time by mutual agreement between CILSS and WMO, at the proposal of the Administrative Council of the Centre.

8.2. No body, responsible directly or indirectly for the management of the AGRHYMET Centre, can take any decision likely to involve expenditure for which no provision has been made in the budget, unless this decision is accompanied by additional resources to cover such expenditure.

8.3. In case of doubt concerning the interpretation or application of any one of these provisions, the Secretary-General of WMO is authorized to make a decision, after having previously consulted the Chairman of the Administrative Council of the Centre.

PROTOCOL OF EXECUTION OF THE AGREEMENT BETWEEN THE PERMANENT INTER-STATE COMMITTEE FOR DROUGHT CONTROL IN THE SAHEL (CILSS) AND THE WORLD METEOROLOGICAL ORGANIZATION

INTRODUCTION

The present protocol of execution specifies the procedure for application of the provisions of the Agreement concluded between the CILSS and WMO on the sixteenth day of March 1981.

Section 1. ORIGIN AND OBJECTIVE OF THE PROGRAMME (chapter II)

The objectives mentioned in the project documents and in the financial agreements or exchange of correspondence between the donor countries and organizations, CILSS, WMO and the UNDP define the stages of the Programme's implementation in relation to the resources allocated for this purpose.

Section 2. MANAGEMENT OF THE PROGRAMME (chapter III)

2.1. Executive Committee of the Programme

The functions of the Executive Committee of the Programme acting as Administrative Council of the Centre are those defined in the Statutes of the Centre. The ordinary session of the Administrative Council of the Centre shall be held immediately after the session of the Executive Committee of the Programme.

2.2. *Executive Committee and Co-ordinating and Advisory Committee*

Subject to the application of the provisions of paragraph A.2 of chapter VI of the Agreement, the Executive Committee of the Programme and the Co-ordinating and Advisory Committee may propose amendments to their respective Regulations. They may establish their own internal regulations.

Section 3. RESPONSIBILITIES (chapter VI)

3.1. *Fellowships*

The Centre may accept, subject to payment and within the limits of available places, students from non CILSS Member States. Such students shall be admitted by the Director of the Centre within the framework of the directives given by the Executive Committee. The Director of the Centre shall be responsible for invoicing and receipt of these students' tuition fees.

3.2. *Transfer of ownership*

Transfer of ownership of the buildings, equipment and supplies shall take place in accordance with the provisions contained in the corresponding financial agreements.

3.3. *Nomination of the Director of the Centre*

The Minister Co-ordinator of CILSS and the Secretary-General of WMO shall co-operate with a view to establishing a list of Sahelian candidates, high-level senior officers capable of fulfilling the duties of Director of the Centre. This list shall be submitted by the Minister Co-ordinator to the CILSS Council of Ministers which shall choose the candidate with the highest qualifications. The decision of the Council of Ministers shall be communicated to the Secretary-General of WMO who shall proceed with the recruitment of the Director for an initial period of three years. Possible renewal of the Director's contract shall be carried out after prior agreement by the CILSS Council of Ministers notified in writing to the Secretary-General of WMO.

3.4. *Termination of service of the Director of the Centre*

After receipt of a request giving reasons from the Council of Ministers as mentioned in chapter VI, paragraph G.2(c), of the Agreement, the decision to relieve the Director of the Centre of his duties shall be effective within 30 days.

Section 4. FINAL PROVISIONS (chapter VII)

4.1. Without prejudice to the provisions of the Agreement, the present protocol of execution may be revised upon the request of one or other of the parties.

DONE and signed in Geneva, in English and French languages, on this sixteenth day of March 1981.

For the Permanent Inter-State Committee for Drought Control in the Sahel:

[Signed]

J. PEREIRA
Minister Co-ordinator

For the World Meteorological Organization:

[Signed]

A. C. WIIN-NIELSEN
Secretary-General
