

THE AGREEMENT ON THE ESTABLISHMENT ON THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY (CTI-CFF)

(RULES OF PROCEDURE; STAFF REGULATIONS; FINANCIAL REGULATIONS)



Coral Triangle Initiative

**THE AGREEMENT
ON THE ESTABLISHMENT OF
THE REGIONAL SECRETARIAT OF
THE CORAL TRIANGLE INITIATIVE
ON CORAL REEFS, FISHERIES AND
FOOD SECURITY**

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CTI-CFF Regional Secretariat

**The Agreement on The Establishment of
The Regional Secretariat of The Coral Triangle Initiative
on Coral Reefs, Fisheries and Food Security (CTI-CFF)**

CTI-CFF Rules of Procedure

CTI-CFF Staff Regulations

CTI-CFF Finance Regulations

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FOREWORD

CTI-CFF is a multilateral partnership of six countries (hereinafter referred as CT6 countries), comprising of Indonesia, Malaysia, Papua New Guinea, the Philippines, the Solomon Islands and Timor-Leste. As part of building a strong organization entity, the Regional Secretariat (RS) of Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) has the honour to publish “The Handbook of the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security” as the main reference to CTI-CFF’s rules and procedure. *The Agreement* along with the associated documents namely *i) Rules of Procedure*, *ii) Staff Regulations* and *iii) Financial Regulations* **was adopted by the 3rd CTI-CFF Ministerial Meeting held on 28 October 2011 in Jakarta, Indonesia.**



The CTI-CFF was officially launched on 15 May 2009 during the Summit of Heads of States of CT6 as stated in the “CTI Leader’s Declaration” with a view of working together to sustain extraordinary marine and coastal resources including coral reefs, seagrasses, mangrove ecosystems, and their fishes in the coral triangle area by addressing crucial issues such as food security, climate change and marine biodiversity.

In order to achieve the substantive goals of, CTI-CFF is directed by a 10-year term of Regional Plan of Action (RPOA) that includes five major goals, guiding principles, and commitment to action of all committed countries and development partners.

This handbook is mandated to be published by the Regional Secretariat based on a decision at the 11th Senior Officials’ Meeting (SOM-11) of the CTI-CFF, held in Manado, 2015. It contains four essential and operational “code of conduct” documents of the CTI-CFF Regional Secretariat, including: (1) The Agreement on the Establishment of the Regional Secretariat of the CTI-CFF; (2) Rules of Procedure; (3) Staff Regulations; and (4) Financial Regulations.

As this Initiative grows, the CTI-CFF Regional Secretariat will face more challenges in the future, particularly in delivering SOM-related tasks to achieve the RPOA goals. For that reason, it is my sincerest will as the first Executive Director of the CTI-CFF Regional Secretariat that this handbook can provide better guidance to all staffs, CTI-CFF member countries and associated partners on the function of Regional Secretariat.

Widi Agoes Pratikto

Executive Director

CTI-CFF Regional Secretariat

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CORAL TRIANGLE INITIATIVE

ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**CORAL TRIANGLE
INITIATIVE**
ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**THE CORAL TRIANGLE INITIATIVE
ON CORAL REEFS, FISHERIES AND
FOOD SECURITY (CTI-CFF)**

**THE AGREEMENT ON
THE ESTABLISHMENT OF
THE REGIONAL SECRETARIAT
OF THE CORAL TRIANGLE
INITIATIVE ON CORAL
REEFS, FISHERIES AND FOOD
SECURITY**

THE AGREEMENT ON THE ESTABLISHMENT OF THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY

The Governments of the Republic of Indonesia, Malaysia, the Independent State of Papua New Guinea, the Republic of the Philippines, Solomon Islands and the Democratic Republic of Timor Leste; hereinafter referred to collectively as “**the CTI6**”

Acknowledging the vast marine, coastal and small islands ecosystems and the unique biodiversity of the Coral Triangle region of the Indo Pacific, which provide invaluable livelihood and food security benefits for our people;

Recalling the Coral Triangle Initiative Leader’s Declaration on Coral Reefs, Fisheries and Food Security, signed on 15 May 2009 in Manado, Indonesia, which, inter alia, emphasized the need to establish a Secretariat to service the ongoing Coral Triangle Initiative on Coral Reef, Fisheries and Food Security (CTI-CFF) implementation process;

Desiring to establish a regional secretariat for CTI-CFF to provide for greater efficiency in the coordination process for the implementation of CTI-CFF at the regional level;

Have agreed as follows:

Article 1 Definitions and Interpretation

1. For the purposes of this Agreement:

“Parties” mean those States who have deposited instruments of acceptance or approval or ratification with the Depository;

“CTI Partners” means any State, inter-governmental organization or non-governmental organization, including a private sector entity, who:

- a. Had been invited to be a CTI Partner at the initiation of the CTI-CFF; or
- b. Meets the criteria and goes through the established process to become a CTI Partner in the Rules of Procedure;

“CTI Council of Ministers” (CTI COM) means the principal decision-making body of the CTI-CFF comprised of Ministers of the Parties having responsibility for CTI-CFF matters. The CTI COM has powers as set out in the Rules of Procedure;

“Committee of Senior Officials” (CTI CSO) means the body of senior officials of the Parties with functions and powers to provide recommendations to CTI COM for decision and ensure implementation of these decisions through the CTI Regional Secretariat and Technical Working Groups as prescribed in the Rules of Procedure;

“Professional Staff” means those staff whose primary responsibilities require the exercise of judgment and discretion in policy related matters and are appointed in accordance with Articles 8 (2) and 8 (3) of this Agreement;

“Support Staff” means those staff who perform administrative and technical functions within the Secretariat and are appointed in accordance with Article 8 (2) and 8 (4) of this Agreement;

“Regional Plan of Action” (RPOA) means a plan based on the Regional Plan of Action adopted by the CTI COM outlining the policy objectives and goals for the Parties;

“National Coordination Committee” (NCC) means a body set up by a party to facilitate the coordination of measures within the party towards the implementation of projects undertaken under the CTI-CFF;

“Rules of Procedure” means the Rules of Procedure governing the CTI COM and the CTI CSO and as amended or supplemented by the CTI COM from time to time;

“Staff Regulations” means the regulations establishing the basic principles of employment, regulating the work relations and establishing the rights and responsibilities of the staff who render their services in, and receive remuneration from, the Regional Secretariat and setting out the broad principles of personnel policy as amended or supplemented from time to time by the CTI COM pursuant to the Staff Regulations and the Rules of Procedure; and

“Financial Regulations” means the regulations adopted by the consensus decision of the Parties in the CTI COM to govern the financial administration of the Regional Secretariat as amended or supplemented by the CTI COM from time to time pursuant to the Rules of Procedure.

2. In this Agreement, unless the context otherwise requires:
 - a. Reference to the singular shall include the plural and vice versa;
 - b. Reference herein to any Article shall refer respectively to the relevant Article of this Agreement;

- c. Reference herein to the Rules of Procedure, Financial Regulations and Staff Regulations shall refer respectively to the relevant provisions of the Rules of Procedure, Financial Regulations and Staff Regulations; and
- d. The Rules of Procedure, Financial Regulations and Staff Regulations shall be governed by this Agreement and shall be interpreted in a manner consistent with this Agreement.

Article 2 Establishment and Location

1. The Parties establish, subject to the terms of this Agreement, a Regional Secretariat for the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security which shall be called the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security Regional Secretariat, hereinafter referred to as “the Secretariat.”
2. The Secretariat shall have its seat in the Republic of Indonesia, hereinafter referred to as “the Host Country.”

Article 3 Legal Personality of the Secretariat

1. Subject to clause (2) and (3), the Secretariat has legal personality within the scope of its functions and as authorized by the Parties, may do or carry out any or all of the following:
 - a. Enter into agreements;
 - b. Conclude contracts;
 - c. Acquire and dispose of movable and immovable property in the territory of the Parties in accordance with the laws and regulations of the Parties; and
 - d. Institute and be a party to legal proceedings.
2. The Secretariat shall not enter into any agreement under clause (1) (a) that may impose obligations on the Parties without the prior agreement of the CTI-COM.
3. The Secretariat shall not enter into a contract under clause (1) (b) or acquire and dispose of movable and immovable property under clause (1) (c) except in accordance with the Financial Regulations.

Article 4 Staff of the Secretariat

1. The staff of the Secretariat shall comprise of the Executive Director and two Deputy Executive Directors.
2. The staff of the Secretariat may also include Professional Staff and Support Staff as may be required to fulfill the functions of the Secretariat.

Article 5 Functions of the Secretariat

The Secretariat functions shall include the following:

- a. Coordinate and support official meetings and events linked to the CTI-CFF process, including cross-cutting services in support of monitoring and evaluation, financial coordination, information management and outreach;
- b. Coordinate the implementation of CTI-CFF RPOA and provide support to, and coordination with, NCCs, including advising the CTI CSO on emerging opportunities and priorities related to reaching the goals and targets of the RPOA;
- c. Develop regional plans, programs and project activities in relation to CTI-CFF for consideration of the CTI COM in accordance with the approved policy guidelines set through the CTI CSO;
- d. Act as the channel of communication and share information and foster networking among the Parties, CTI Partners and other organizations and donors in the efforts to promote the objectives of the CTI-CFF;
- e. Facilitate technical assistance, including recruiting and sourcing experts to support the Parties, in line with appropriate needs assessment procedures;
- f. Assist the Parties in financing agreed projects and activities through support from CTI Partners and financial institutions; and
- g. Perform such other duties and functions as may be assigned to it by the CTI COM or the CSO.

Article 6 Executive Director

1. The Executive Director shall be the chief administrative officer of the Secretariat and shall act in that capacity at all times.
2. The Executive Director shall be appointed through a merit based process as outlined in the Staff Regulations for a term of four (4) years and may be re-appointed by the CTI COM for one term.
3. The recruitment policy, duties, and the terms and conditions of service of the Executive Director shall be as prescribed in the Staff Regulations.
4. The Executive Director shall be a national of a Party.

Article 7 Deputy Executive Directors

1. Two Deputy Executive Directors shall be appointed through a merit based process as outlined in the Staff Regulations for a term of four (4) years and may be reappointed by the CTI COM for one term.
2. Each of the Deputy Executive Directors shall lead the following areas of work respectively:
 - a. Corporate Services, and
 - b. Program Services.
3. The recruitment policy, duties, and the terms and conditions of service of the Deputy Executive Directors shall be as prescribed in the Staff Regulations
4. The Deputy Executive Directors shall be nationals of a Party.

Article 8 Professional Staff and Support Staff

1. The Professional Staff and Support Staff of the Secretariat shall consist of such qualified personnel as may be required to fulfill the functions of the Secretariat.
2. The recruitment policy, duties, and the terms and conditions of service of the

Professional Staff and Support Staff shall be as prescribed in the Staff Regulations.

3. Wherever possible, Professional Staff shall be nationals of Parties. Nationals of other States will only be appointed where there are no suitable candidates from Parties.
4. Support Staff shall be nationals of a Party.

Article 9 Funds of the Secretariat

1. The funds of the Secretariat shall include:
 - a. Contributions by the Parties in accordance with Schedule 1 of the Financial Regulations;
 - b. Voluntary contributions; and
 - c. Any other funds to which the Secretariat may become entitled or may receive, including income from investments.
2. The CTI COM shall adopt and amend as required, by consensus, Financial Regulations for the administration of the Secretariat and for the exercise of its functions.

Article 10 Budget of the Secretariat

1. The Executive Director shall draft the proposed Budget of the Secretariat in accordance with the Financial Regulations for adoption by the CTI COM. The proposed Budget shall indicate which of the administrative expenses of the Secretariat are to be financed from the Assessed Contributions referred to in Schedule 1 of the Financial Regulations, and which such expenses are to be financed from any trust or special funds received.
2. The budget of the Secretariat shall be adopted by the CTI COM by consensus. If the CTI COM is unable to adopt a decision on the Budget, the level of contribution to the administrative Budget of the Secretariat shall be determined in accordance with the Budget for the preceding year for the purpose of meeting the administrative expenses of the Secretariat for the following year until such time as a new Budget can be adopted by consensus.
3. The formulae for the distribution of the Budget among the Parties shall be prescribed in the Financial Regulations.

Article 11 Annual External Audit

The records, books and accounts of the Secretariat, including annual financial statements, shall be audited annually by an independent auditor appointed by the CTI CSO, subject to conditions made by the CTI COM, in accordance with the Financial Regulations.

Article 12 Privileges and Immunities

The Host Country shall grant the Secretariat and its premises, the Executive Director and the Deputy Executive Directors who do not have nationality of the Host Country, such privileges and immunities as may be necessary for the exercise of their official duties and functions. The specific details of such privileges and immunities shall be defined in the CTI-CFF Host Country Agreement between the Secretariat and the Host Country.

Article 13 Exemption from Taxation and Custom Duties of the Secretariat

The Host Country shall grant the Professional Staff and Support Staff of the Secretariat who do not have the nationality of the Host Country, exemption from taxes and custom duties in accordance with the laws, rules and regulations of the Host Country. The specific details of such exemption shall be defined in the CTI-CFF Host Country Agreement between the Secretariat and the Host Country.

Article 14 Working Language

The working language of CTI-CFF shall be English.

Article 15 Dispute Settlement

Any difference or dispute between the Parties relating to the interpretation and/or application and/or implementation of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation among the Parties at the CTI COM level without reference to any third party or international tribunal.

Article 16 Amendments

1. Any Party may request in writing a revision, modification or amendment of all or any part of this Agreement.
2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement before or up to the date of such revision, modification or amendment.

Article 17 Entry into Force

1. This Agreement shall be subject to signature.
2. This Agreement shall enter into force on the thirtieth day following the date of deposit with the Depository of instruments of acceptance or approval or ratification by at least four (4) members of the CT6.

Article 18 Depository

The Government of the Republic of Indonesia shall be the Depository of this Agreement and any amendments or revisions thereto. The Depository shall register this Agreement with the Secretary General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, being duly authorized thereto, have signed this Agreement.

DONE in Jakarta, Indonesia this twenty-eighth day of October two thousand and eleven in a single original.

For the Government of the Republic of Indonesia



Sharif C. Sutardjo

For the Government of Malaysia



Datuk Seri Panglima Dr. Maximus Johnity Ongkili, J.P.

For the Independent State of Papua New Guinea



Hon. John Pundari, MP

For the Government of the Republic of the Philippines



Ramon Jesus P. Paje

For the Government of Solomon Islands



Hon. Bradley Tovosia

For the Government of the Democratic Republic of Timor-Leste



Mariano ASSANAMI Sabino Lopes



CORAL TRIANGLE INITIATIVE

ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**CORAL TRIANGLE
INITIATIVE**
ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**THE CORAL TRIANGLE INITIATIVE
ON CORAL REEFS, FISHERIES AND
FOOD SECURITY (CTI-CFF)**

**RULES OF
PROCEDURE**

Rule 1

CTI Council of Ministers

1. The CTI Council of Ministers (CTI COM) at the Ministerial Meeting shall be the principal decision-making body of the CTI-CFF.
2. Each Party to the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF Party) shall be represented by the Ministers responsible for CTI-CFF matters in that Party. In the event the Minister responsible for CTI-CFF matters in a CTI-CFF Party is unavailable to attend the Ministerial Meeting or part of the Ministerial Meeting, an alternative authorized representative may substitute and shall be identified with a letter of credentials. Such an alternative authorized representative shall be either another duly authorized Minister from the CTI-CFF Party or the Minister responsible for CTI-CFF matter's immediate subordinate.
3. Observers referred to in Rule 19 shall be represented by designated representatives and by such alternate representatives and advisers as may be required.
4. Each CTI-CFF Party and any State observer referred to in Rule 19, shall notify the Secretariat as far as possible in advance of any meeting of the name of its representatives and before or at the beginning of any meeting of the names of its alternate representatives and advisers in appropriate letter of credentials.
5. Each non-State observer referred to in Rule 19, shall notify the Secretariat as far as possible in advance of any meeting of the name of its representatives and before or at the beginning of any meeting of the names of its alternate representatives and advisers in appropriate letter of credentials or letter of notification.
6. Each CTI-CFF Party shall, as soon as possible after the adoption of these rules, notify the Secretariat of one or more Official Contacts who shall, for the purposes of official communications between the Secretariat and the CTI-CFF Party concerned, including all notifications and communications made pursuant to these rules, be the official point of contact.

Rule 2

1. The powers and functions of the CTI COM shall include:
 - a. Maintain the vision of the CTI-CFF and promote regional priorities in each country, regionally and at international forums, including by inviting partner State Ministers to observe the CTI-CFF Ministerial Meeting;

- b. At its discretion, consider, approve or disapprove the decision by CTI CSO on proposals, recommendations, plans, programs, projects and activities of the Secretariat;
 - c. Setting of criteria for considering and accepting CTI Partner membership to the CTI-CFF;
 - d. Appointment of the Executive Director and Deputy Executive Directors for the Secretariat;
 - e. Giving directions to the Executive Director on the discharge of the Executive Director's powers and functions;
 - f. Giving directions to the CTI CSO on the discharge of their powers and functions, including policy direction;
 - g. Conferring additional powers and functions on the Executive Director as required;
 - h. Approving financial estimates of income and expenditure of the Secretariat;
 - i. Approving rules, regulations, procedures, and meeting scheduling for the effective functioning of the Secretariat;
 - j. At the request of a CTI-CFF Party, arranging for the inspection and audit of the Secretariat's books and accounts; and
 - k. Monitor and evaluate the progress towards achieving the goals and targets of the Regional Plan of Action through consideration and adoption of the annual report of the Secretariat.
2. The CTI COM shall exercise its powers and functions for the benefit of the people of the CTI-CFF Parties, having regard to all the activities of the Secretariat.

Rule 3

1. The CTI COM shall meet every 2 years, or at such other intervals as may be resolved by the meeting.
2. In extraordinary circumstances, the CTI COM may, if it so chooses, permit CTI-CFF Party to participate in a particular meeting, or all meetings, by telephone, closed-circuit television or any other means of electronic communication, and a member who so participates is to be regarded as being present at the meeting. A meeting may be held solely by means of electronic communication.

Rule 4 CTI Committee of Senior Officials

The function of the CTI Committee of Senior Officials (CTI CSO) will be to make such decisions and give such directions to the Executive Director as will ensure, especially in the interval between Ministerial Meetings, that the business of the CTI-CFF is carried out efficiently and in accordance with the decisions of the CTI COM. This may include the provision of recommendations to the Executive Director on the implementation of decisions of Ministerial Meetings through the Secretariat or through special Technical Working Groups or other bodies established under Rule 8.

Rule 5

The CTI CSO has all the powers vested in the CTI COM with the exception of the appointment of the Chair and Vice-Chair of the CTI CSO, but any decisions taken only subsist until the next Ministerial Meeting, and only continue to have effect if confirmed at the next Ministerial Meeting.

Rule 6

1. The CTI CSO shall consist of Senior Officials of each of the CTI-CFF Parties.
2. Each CTI-CFF Party will be entitled to nominate one representative to the CTI CSO and such alternate representatives and advisers as may be required by the delegation.

Rule 7

1. The CTI CSO shall meet annually in the Senior Officials Meeting, or as requested by the CTI COM, or at such other intervals as may be resolved by CTI CSO.
2. The Chair of the CTI CSO may convene the CTI CSO in plenary or inter-sessionally if in the Chair's view such a meeting is necessary.
3. In extraordinary circumstances, the CTI CSO may, if it so chooses, permit Members to participate in a particular meeting, or all meetings, by telephone, closed-circuit television, or any other means of electronic communication, and a Member who so participates is to be regarded as being present at the meeting. A meeting may be held solely by means of electronic communication.

Rule 8 Other Bodies

1. The CTI COM or the CTI CSO may each create such subsidiary bodies as they think are necessary for efficient governance of the CTI-CFF.
2. Such subsidiary bodies may include special Technical Working Groups, which may meet to provide advice to the Secretariat. The CTI COM or the CTI CSO as appropriate shall specify the membership of subsidiary bodies.
3. These Rules of Procedure will be applied, *mutatis mutandis*, to the meetings of such subsidiary bodies.

Rule 9 Decision Making

1. As a general rule, decision-making in both the CTI COM and the CTI CSO shall be by consensus. For the purposes of these rules, "consensus" means that every CTI-CFF Party will be asked for their opinion and given the fair chance to make a formal objection at the time the decision is taken.
2. Decisions of the CTI COM on matters of substance shall be taken by consensus. The question of whether a matter is one of substance shall be treated as a matter of substance.
3. Decisions other than those of substance shall be taken by the majority of the CTI-CFF Parties present and voting.
4. Decisions on matters arising under these Rules of Procedure, the Financial Regulations, the Staff Regulations and with respect to any financial contributions shall be taken by consensus.
5. Each CTI-CFF Party shall have one (1) vote in the CTI COM and one (1) vote in the CTI CSO.
6. The CTI COM shall vote by show of hands, but any CTI-CFF Party may request a secret ballot vote.
7. Where a CTI-CFF Party is represented by more than one Minister at the CTI COM, that Party shall be entitled to only one vote.

Rule 10

Chair and Vice-Chair of the CTI COM

1. At its first meeting, the CTI COM shall elect a Chair from among its CTI-CFF Parties. The chairmanship of the CTI COM shall rotate, in alphabetical order based on the name of the CTI- CFF Party, in a predetermined schedule, as a means of sharing leadership responsibilities amongst the countries. Except at the first meeting, the Chair shall assume office at the conclusion of the meeting at which they are elected. The CTI-CFF Party whose name next follows alphabetically from the CTI-CFF Party of the current Chair will nominate a candidate for election as Chair, at the meeting immediately prior to the conclusion of the term of office of the current Chair.

2. At its first meeting, the CTI COM shall elect a Vice-Chair from among its CTI-CFF Parties. The vice-chairmanship of the CTI COM shall rotate, in alphabetical order based on the name of the CTI-CFF Party, in a predetermined schedule, as a means of sharing leadership responsibilities amongst the countries. Except at the first meeting, the Vice-Chair shall assume office at the conclusion of the meeting at which they are elected. The CTI-CFF Party whose name next follows alphabetically from the CTI-CFF Party of the current Vice-Chair will nominate a candidate for election as Vice-Chair, at the meeting immediately prior to the conclusion of the term of office of the current Vice-Chair.

3. The powers and duties of the Chair of the CTI COM shall be:
 - a. To declare the opening and closing of each meeting;
 - b. To preside at meetings;
 - c. To rule on points of order, subject to the right of any representative to request that any ruling of the Chair shall be submitted to the meeting for decision by vote;
 - d. To call for and announce the results of votes, or to determine if there is consensus;
 - e. To determine after consultation with the Executive Director, the draft provisional agenda and the provisional agenda for each annual and special meeting;
 - f. To sign a report of the proceedings of each meeting; and
 - g. Act on behalf of the CTI COM in any other matter which is the responsibility of the CTI COM.

4. Whenever the Chair of the CTI COM is unable to act, the Vice-Chair shall exercise the powers and duties prescribed for the Chair.
5. If the office of the Chair is vacated, the CTI-CFF Party of the outgoing Chair will nominate a candidate to act in the office of Chair for the balance of the outgoing Chair's two year term.
6. The Chair, or Vice-Chair when acting as Chair, shall not vote and another representative of her or his delegation shall exercise this function.

Rule 11

Chair and Vice-Chair of the CTI CSO

1. The Chair of the CSO shall rotate in time and by CTI-CFF Party, parallel to the CTI COM. The Vice Chair will be parallel with Rule 10 (2). They shall take office upon their appointment for the same term as the CTI COM Chair.
2. The rotation of the Chair of the CTI CSO referred to in paragraph (1) above shall be based on the names of the CTI-CFF Parties in alphabetical order. As such, the CTI-CFF Party whose name next follows alphabetically from the CTI-CFF Party of the current Chair will nominate a candidate for election as Chair, at the meeting immediately prior to the conclusion of the term of office of the current Chair. The initial Chair of the CTI CSO will be nominated by the CTI-CFF Party of the initial Chair of the CTI COM.
3. The powers and duties of the Chair of the CTI CSO shall be:
 - a. To declare the opening and closing of each meeting;
 - b. To preside at meetings;
 - c. To rule on points of order, subject to the right of any representative to request that any ruling of the Chair shall be submitted to the CTI CSO for decision by vote;
 - d. To call for and announce the results of votes;
 - e. To determine after consultation with the Executive Director, the draft provisional agenda and the provisional agenda for each meeting;
 - f. To sign a report of the proceedings of each meeting for transmission to the CTI COM; and

- g. Act on behalf of the CTI CSO in any other matter which is the responsibility of the CTI CSO.
4. Whenever the Chair is unable to act, the Vice-Chair shall exercise the powers and duties prescribed for the Chair.
5. If the office of the Chair is vacated, the Vice-Chair shall become Chair for the balance of the term.
6. The Chair, or Vice-Chair when acting as Chair, shall not vote and another representative of her or his delegation shall exercise this function.

Rule 12 Agenda

1. The provisional agenda for a Ministerial Meeting shall be drawn up by the Executive Director, in consultation with the Chair of the CTI COM.
2. The provisional agenda of a Ministerial Meeting shall include:
 - a. The annual report of the Executive Director on the work of the Secretariat;
 - b. Items the inclusion of which has been requested by the Ministerial Meeting at a previous session;
 - c. Items proposed by any CTI-CFF Party at least thirty (30) days prior to the Ministerial Meeting;
 - d. Items pertaining to the budget for the next financial year or years covering the period up to the next Ministerial Meeting, the report on the accounts for the last financial year or years since the last Ministerial Meeting, and the auditors' report or reports since the last Ministerial Meeting;
 - e. The report of the CTI CSO and any recommendations of the CTI CSO for confirmation and approval by the CTI COM;
 - f. Requests for the inclusion of observers under Rule 19;
 - g. Requests for the admission of new Parties to the CTI-CFF pursuant to Rule 21; and
 - h. Items which the Executive Director deems it necessary to put before the CTI COM.

3. A provisional agenda for the CTI CSO shall be drawn up by the Executive Director, in consultation with the Chair of the CTI CSO.
4. The provisional agenda of a CTI CSO shall include:
 - a. The annual report of the Executive Director on the work of the Secretariat;
 - b. Items the inclusion of which has been requested by the CTI CSO at a previous session;
 - c. Items proposed by any CTI-CFF Party at least thirty days prior to the CTI CSO Meeting;
 - d. Items pertaining to the budget for the next financial year, the report on the accounts for the last financial year and the auditors' report;
 - e. Matters requiring consideration during the inter-sessional period between Ministerial Meetings for the efficient and effective operation of the Secretariat for confirmation and approval;
 - f. Requests for the inclusion of observers under Rule 19;
 - g. Proposals from CTI Partners as endorsed by the Secretariat; and
 - h. Items which the Executive Director deems it necessary to put before the CTI CSO.

Rule 13 Conduct of Business

1. Sessions of the Ministerial Meeting may be held in public, if the CTI COM so decides on the basis of consensus.
2. Sessions of the CTI CSO Meeting may be held in public, if the CTI CSO so decides on the basis of consensus.

Rule 14 Quorum

The Chair may declare a CTI COM or CTI CSO Meeting open and permit the discussion and substantial work of the meetings to proceed when at least two-third of the Parties' representatives are present.

Rule 15 Speeches

No representative may address the CTI COM or CTI CSO Meeting without having previously obtained the permission of the Chair. The Chair shall call upon speakers in the order in which they signify their desire to speak, except that the Executive Director may be accorded precedence for the purpose of explaining the work of the Secretariat. The Chair may call a speaker to order if the speaker's remarks are not relevant to the subject under discussion.

Rule 16 Statements by the Secretariat

The Executive Director, or a member of the Secretariat designated by the Executive Director as the Executive Director's representative, may, at any time with the permission of the Chair, make either oral or written statements to the CTI COM or CTI CSO Meeting concerning any question under consideration by those meetings.

Rule 17 Points of Order

During the discussion of any matter, a member of the CTI COM or CTI CSO may rise to a point of order, and the point of order shall be immediately decided by the Chair in accordance with these Rules of Procedure. A member of the CTI COM or CTI CSO may appeal against the ruling of the Chair. In such a case, the appeal shall be immediately put to the vote, and the Chair's ruling shall stand unless overruled by a majority of the members of the CTI COM or CTI CSO present and voting. A representative rising to a point of order may not speak on the substance of the matter under discussion.

Rule 18 Procedural Motions

1. Subject to Rule 17, a representative of the CTI COM or CTI CSO may at any time make any of the following procedural motions. Such motions shall have precedence in the following order over all other proposals or motions before the meeting:
 - a. To suspend the meeting;
 - b. To adjourn the meeting;

- c. To adjourn the debate on the item under discussion;
 - d. To close the debate on the item under discussion.
2. Any motion calling for a decision on the competence of the CTI COM or the CTI CSO to adopt a proposal submitted to it shall be put to the vote before a vote is taken on the proposal in question.

Rule 19 **Observers**

1. The following may attend the CTI COM and the CTI CSO Meetings as observers:
 - a. States, non-governmental organizations, international organizations, private sector, and economic entities who are CTI Partners as defined in Rule 20.
2. Upon the invitation of the CTI COM, the following may participate as observers in the Ministerial Meeting and the Senior Officials Meeting:
 - a. States other than CTI Partners who are not Parties;
 - b. States who are applying to become Parties;
 - c. The United Nations or any of its agencies;
 - d. Inter-governmental organizations, including regional organizations; and
 - e. Non-governmental organizations, the private sector, and other economic entities concerned with matters relevant to the activities of the CTI-CFF.
3. Observers referred to in paragraph 1 (a) and paragraph 2 (a), (b), (c), (d) and (e) of this rule may participate subject to the provisions of these rules in the deliberations of the CTI COM and the CTI CSO but shall not be entitled to participate in the taking of decisions. Written statements submitted by such observers shall be distributed by the Secretariat to the representatives at the CTI COM and CTI CSO Meetings as appropriate.
4. An organization desiring to participate as an observer pursuant to paragraph 2 of this rule shall notify the Executive Director in writing of its desire to participate at least sixty (60) days in advance of the session. The Executive Director shall notify the CTI COM or CTI CSO representatives of such request at least forty five (45) days prior to the opening of the Meeting at which the request is to be considered. Organizations that have made such notification to the Executive Director shall be

invited to participate in the session as observers unless a majority of the delegations of the CTI COM or CTI CSO objects to the request in writing at least twenty days (20) before the opening of the session. Such observer status shall remain in effect for future sessions unless the CTI COM or CTI CSO decides otherwise.

5. Observers referred to in paragraph 1 (a) and paragraph 2 (a), (b), (c) and (d) of this rule may sit at meetings of the CTI COM and the CTI CSO upon the invitation of the Chair and subject to the approval of the CTI COM or CTI CSO may make oral statements on matters.

Rule 20 CTI Partners

1. A CTI Partner is any State, inter-governmental organization or non-governmental organization who:
 - a. Was invited to be a CTI Partner at the initiation of the CTI-CFF; or
 - b. Meets the criteria and goes through the established process to become a CTI Partner.
2. The CTI COM may accept applications from a State, inter-governmental organization or non-governmental organization, including private sector entities, to become a CTI Partner.
3. A State, inter-governmental organization or non-governmental organization seeking to become a CTI Partner must:
 - a. Be approved by consensus resolution of the CTI COM;
 - b. Be able to meet a set of criteria for CTI Partner membership as agreed by the CTI COM;
 - c. Have stated its support for the principles and objectives of the CTI-CFF, the Rules of Procedure and the CTI-CFF Secretariat Agreement within a Ministerial Meeting;
 - d. A State, Inter-governmental organization or non-governmental organization seeking to become a CTI Partner may be permitted to have a representative attend the CTI COM and CTI CSO Meetings as an observer pursuant to Rule 19.

Rule 21 **New CTI-CFF Party**

1. The CTI COM may accept applications from States to become Parties of the CTI-CFF.
2. A State seeking to become a CTI-CFF Party must:
 - a. Be able to meet a set of criteria for CTI-CFF membership as agreed by the CTI COM. Such criteria may include, inter alia:
 - (i) the location of territory in the Coral Triangle region;
 - (ii) diplomatic recognition by all Parties;
 - (iii) the adoption of the CTI Declaration; and
 - (iv) an ability and willingness to fulfill the CTI Regional Plan of Action, and applicable CTI programs and projects.
 - b. Have submitted, from the Ministry in charge of CTI matters, a letter of intent addressed to the CTI COM;
 - c. Have stated its support for the principles and objectives of the CTI-CFF within a Ministerial Meeting;
 - d. Have agreed to provide a financial contribution to the operation of the Secretariat consistent with the formula used in Rule 8 of the Financial Regulations;
 - e. Have adopted these Rules of Procedure and the CTI-CFF Secretariat Agreement; and
 - f. Be approved by a consensus resolution of the CTI COM.
3. A State shall become a CTI-CFF Party with full rights when all of the requirements of paragraph (2) have been met, and the Instrument of accession has been submitted to the Depository.¹

¹ Adopted by the 6th CTI-CFF Ministerial Meeting (MM-6) through its Joint Ministerial Statement (JMS) No.13, 3 November 2016, Port Moresby-Papua New Guinea.

Rule 22 Language

The official language of the CTI COM and CTI CSO shall be English. All reports and other documents submitted by the Secretariat to the CTI COM or CTI CSO shall be in English or be accompanied by translations into English.

Rule 23 Place of Meetings

The CTI COM and CTI CSO Meetings shall take place at the country of the Chair, unless the CTI COM or CTI CSO decide otherwise.

Rule 24 Amendment

1. These Rules of Procedure, the Finance Regulations and Staff Regulations may be amended by the CTI COM.
2. The CTI CSO may, in accordance with Rule 5 of these Rules of Procedure, make amendments to these Rules of Procedure, the Finance Regulations and Staff Regulations with the exception of Rule 5 of these Rules of Procedure.

Rule 25 Additional Provisions and Amendments

1. Additional provisions and amendments shall be officially submitted by a Party/ Parties in writing to the Executive Director.
2. The Executive Director shall circulate the submissions to the Parties not later than sixty (60) days before the CTI COM or CTI CSO Meeting.

Rule 26 Special Provision

1. The members of the CT6 which have not yet deposited instruments of acceptance or approval or ratification at the time of entry into force of the Agreement on the Establishment of the Regional Secretariat of the CTI-CFF will be accorded full rights under this Agreement.

2. In order to enjoy full rights under this Agreement, such CT6 members shall demonstrate progress toward completion of their domestic requirements for acceptance or approval or ratification and act in good faith within their legal capabilities to meet their responsibilities under the Agreement.



CORAL TRIANGLE INITIATIVE

ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**CORAL TRIANGLE
INITIATIVE**
ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**THE CORAL TRIANGLE INITIATIVE
ON CORAL REEFS, FISHERIES AND
FOOD SECURITY (CTI-CFF)**

**STAFF
REGULATIONS**

Regulation 1 Scope

These Staff Regulations establish the basic principles of employment, regulate the working relations and establish the rights and responsibilities of the Staff Members who render their services in and receive remuneration from the Secretariat of the CTI-CFF, hereinafter called the “Secretariat” and set out the broad principles of personnel policy.

Regulation 2 Applicability

1. These Regulations shall apply to all Staff Members of the Secretariat holding a contract of employment.
2. In implementing these Regulations, the Executive Director may issue corresponding, specific Staff Rules as necessary.
3. If any part of these Regulations become contrary to the prevailing laws of the Republic of Indonesia, or where they are silent, the prevailing laws of the Republic of Indonesia will apply.
4. These Regulations may be supplemented or amended by the CTI Council of Ministers (CTI COM) without prejudice to the existing contracts of Staff Members except where the Staff Member has consented to vary her or his contract in accordance with the amendments.
5. The Executive Director may supplement these Regulations with Staff Instructions not inconsistent with these Regulations or with any decisions made at the CTI COM Meeting and further, may issue such Staff Instructions necessary to render these Regulations effective.

Regulation 3 Definitions

In these Regulations, unless the context otherwise requires, the following definitions shall apply:

“Appointment Committee” means the appointment committee established under Regulation 7 (3);

“Contract of employment” means a contract regulating the appointment with the

Secretariat, of at least twelve (12) months duration, having an expiration date specified in the letter of appointment;

“Dependent” includes:

- (i) Any child of a Staff Member or his or her spouse who is below the age of eighteen (18) years and who is dependent on a Staff Member or her or his spouse for their main and continuing support;
- (ii) Any child fulfilling the conditions laid down in paragraph (i) above, but who is between eighteen (18) and twenty-five (25) years of age, and is attending school or university or vocational training;
- (iii) Any other child who is mentally or physically impaired and is dependent on a Staff Member or her or his spouse for their main and continuing support;
- (iv) Any other child who is given a home by, and is dependent on, a Staff Member or her or his spouse for their main and continuing support; and
- (v) Any person related by blood or marriage for whose main and continuing support a Staff Member or her or his spouse is legally responsible;

“Professional Staff” means Staff whose primary responsibilities require the exercise of judgment and discretion in policy related matters;

“Secretariat Agreement” means the Agreement establishing the Regional Secretariat of the Coral Triangle Initiative on Coral Reef, Fisheries and Food Security;

“Staff Member” means the Executive Director, Deputy Executive Directors, Professional and Support Staff holding a contract of employment with the Secretariat. Persons engaged for specific tasks under short-term contract shall not be considered as Staff Members; and

“Support Staff” means Staff with administrative and technical functions within the Secretariat.

Regulation 4 Executive Director

1. The Executive Director shall be the chief administrative officer of the Secretariat and shall act in that capacity at all times.

2. The Executive Director shall:
- a. Be responsible for the discharge of all the functions and responsibilities of the Secretariat in accordance with the directives of the CTI COM and the CTI Committee of Senior Officials (CTI CSO);
 - b. Be responsible for strategic leadership and management of the Secretariat, including:
 - (i) Representing the CTI-CFF regionally and internationally and developing strategic partnerships and networks;
 - (ii) Managing key CTI-CFF relationships, including with the Host Country Government and those governed through Memorandums of Understanding or other formal agreements;
 - (iii) Formal liaison with the national coordinating committees of Parties;
 - (iv) Policy development;
 - (v) Program planning, including for implementation of the Regional Plan of Action; and
 - (vi) Organizational development;
 - c. Exercise the administrative and financial powers vested under this Agreement and such other rules, procedures and regulations as may be adopted by the Parties;
 - d. Attend the official meetings of the CTI-CFF and provide advice and information on matters relating to the CTI-CFF;
 - e. Prepare Annual Reports on the work of the Secretariat and the implementation of the Regional Plan of Action for consideration by the Parties;
 - f. Prepare the annual budget estimates of the Secretariat for approval by the CTI COM and the CTI CSO;
 - g. Appoint the Professional and Support Staff as may be necessary for the efficient functioning of the Secretariat, in accordance with these Regulations; and
 - h. Perform such other administrative functions as are entrusted to the Executive Director by the Parties.

3. When the position of the Executive Director is vacant, the Executive Director's functions and powers shall be exercised according to the instructions of the Chair of the CTI COM. In the absence of such instructions, the functions of the Executive Director shall be exercised by the Deputy Executive Director appointed first.
4. When the Executive Director is absent from Headquarters, the Executive Director shall delegate one of the Deputy Executive Directors as the Officer-in-Charge.

Regulation 5 Deputy Executive Directors

1. Each of the Deputy Executive Directors shall lead the following areas of work respectively:
 - a. Corporate Services, and
 - b. Program Services.
2. The Deputy Executive Director for Corporate Services:
 - a. Shall be responsible for providing general services to the Parties for promoting the work of CTI-CFF and any other decision as may be agreed by the Parties; and
 - b. Shall be responsible for the management of the general affairs of the CTI-CFF for the proper functioning of the Secretariat, including:
 - (i) Secretariat responsibilities for meetings;
 - (ii) Parties services;
 - (iii) Business services;
 - (iv) Human resources;
 - (v) Financial affairs including auditing;
 - (vi) Information technology and communication management, including maintenance of archives, databases and website;
 - (vii) Infrastructure maintenance;
 - (viii) Support to working groups; and
 - (ix) General administration and systems management.
3. Deputy Executive Director for Programs shall be responsible for developing and managing programs for the implementation of the Regional Plan of Action, including:
 - (i) Liaise, and develop networks between CTI-CFF and CTI Partners and other stakeholders;

- (ii) Facilitate the inclusion of cross cutting issues into CTI-CFF Programs;
- (iii) Manage public relations, outreach and marketing;
- (iv) Facilitate mobilization of resources;
- (v) Coordinate monitoring and evaluation of CTI-CFF programs;
- (vi) Coordinate capacity development activities in support of CTI-CFF programs and goals; and
- (vii) Coordinate information and knowledge management relevant to CTI-CFF programs and goals.

Regulation 6 Professional and Support Staff

1. The Professional and Support Staff shall be appointed by the Executive Director following the recruitment procedure outlined in Regulation 8 of these Regulations.
2. The appointing of Professional and Support Staff by the Executive Director shall be subject to the establishment and remuneration policy approved by the CTI COM.

Regulation 7 Recruitment Policy for the Executive Director and Deputy Executive Directors

1. The responsibility for the appointment of the Executive Director and Deputy Executive Directors is vested in the CTI COM, and the CTI COM has the power to appoint the Executive Director and Deputy Executive Directors.
2. The CTI COM may delegate the responsibility and power of appointment referred to in paragraph (1) of this Regulation to the CTI CSO.
3. The CTI COM or, where responsibility has been delegated, the CTI CSO shall convene an Appointment Committee to select and recruit vacancies for the position of Executive Director and/or Deputy Executive Director.
4. An Appointment Committee established under paragraph (3) above will have a minimum of five (5) Members, with no two (2) Members from the same Party. The Appointment Committee will, as far as is possible, include male and female

representatives from across the Parties.

5. An Appointment Committee established under paragraph (3) above will formulate selection criteria for the vacancies to be filled. Such criteria will include:
 - a. Relevant qualifications and experience;
 - b. Nationality of the candidate as a national of a Party; and
 - c. Such other merit-based criteria as deemed appropriate by the committee or by the CTI COM or CTI CSO.
6. Vacancies for the Executive Director or Deputy Executive Directors will be advertised in the Parties. In addition, Parties may nominate candidates for vacant positions. Regardless of whether nominated by a Party or applying themselves, all candidates will be subjected to the same appointment process and selection criteria. Appointments shall be subject to open competition among nationals of Parties regardless of race, colour, gender, mother tongue, religion and beliefs, or the national, ethnic or social origin.
7. An Appointment Committee established under paragraph (3) above will meet, whether in person or by electronic means, in order to short-list applicants. Short-listed applicants will be invited to attend interviews at the Secretariat's premises, or at such other location as the Appointment Committee may provide.
8. An Appointment Committee established under paragraph (3) above will, after interviewing short-listed candidates, select a candidate to fill the vacancy or vacancies. The selection will be transmitted to the Chair of the CTI CSO, who will convene a meeting of the CTI CSO as soon as convenient. The CTI CSO will then determine if an offer should be made to the selected candidate, and in what terms, including conditions of appointment.
9. If a Ministerial Meeting is due to be convened within three (3) weeks of the appointment committee selecting a candidate, the CTI COM may exercise the functions indicated for the CSO indicated in paragraph (8). Alternatively, the CTI COM may meet inter-sessionally to fulfill this function at the request of any Party.
10. All offers of employment made pursuant to this Regulation will be signed by the Chair of the CTI CSO or the Chair of the CTI COM as appropriate. Such offers will outline the terms of employment including:
 - a. The period of employment, including the start date and the completion date;

- b. The rate of remuneration and any other benefits attaching to the position including any other allowances such as relocation expenses;
- c. A description of responsibilities attached to the position;
- d. Lines of reporting relevant to the position, including identification of the supervisor for the position, and what Staff report to the position;
- e. Provisions with respect to any probation period;
- f. Provisions with respect to dismissal or termination; and
- g. A copy of these Staff Regulations and any other relevant regulations or policy guidance made by the CTI COM or CTI CSO pertaining to the position.

Regulation 8

Recruitment Policy of Professional and Support Staff

1. The paramount consideration in the recruitment and employment of Professional Staff and Support Staff shall be the necessity of securing the highest standards of efficiency and competence. Subject to this consideration, due regard shall be paid to the importance of recruiting Staff on an equitable basis between the Parties with a view to ensuring a broad-based Secretariat.
2. Professional Staff and Support Staff shall be selected competitively by an externally advertised process. The common and specific qualifications and experience required of such Staff Members shall be determined according to the job descriptions for the relevant posts.
3. The Executive Director shall approve job descriptions for all positions for Professional Staff and Support Staff within the Secretariat.
4. Professional Staff and Support Staff Members shall be recruited from among citizens of Parties.
5. Recruitment of Professional Staff and Support Staff shall be subject to open competition among nationals of Parties regardless of race, colour, gender, mother tongue, religion and beliefs, or the national, ethnic or social origin.
6. No specific posts shall be identified with any Party.

7. The Executive Director will approve a selection committee to have responsibility for recruitment of each position advertised. The selection committee will have a minimum of three (3) Members from amongst the Staff Member of the Secretariat and will, as much as is possible, include male and female representatives from across the Parties. It may include the Executive Director.
8. The selection committee shall evaluate the applications according to the selection criteria and interview a selected candidate or candidates.
9. The selection committee shall recommend, in a transparent and merit based process, the most qualified and experienced candidate.
10. All offers of employment made pursuant to this Regulation will be signed by either the Executive Director or the Deputy Executive Director with responsibility for Staff employment. Such offers will outline the terms of employment including:
 - a. The period of employment, including the start date and the completion date;
 - b. The rate of remuneration and any other benefits attaching to the position including any other allowances such as relocation expenses;
 - c. A description of responsibilities attached to the position;
 - d. Lines of reporting relevant to the position, including identification of the supervisor for the position, and what Staff if any report to the position; and
 - e. A copy of these Staff Regulations and any other relevant regulations or policy guidance made by the CTI COM, CTI CSO or Executive Director pertaining to the position.

Regulation 9 Health Certificates

As a precondition of appointment, Staff Members shall be required to submit a health certificate issued by a State accredited medical institution that the Staff Member meets the medical standards set for appointment in the Staff Member's country of origin.

Regulation 10

General Responsibilities of Staff Members

1. Staff Members of the Secretariat are international civil servants. Upon accepting their appointments they pledge themselves to discharge their duties faithfully and to conduct themselves with the interests of the CTI-CFF and the Secretariat in mind.
2. Staff Members shall at all times conduct themselves in a manner in keeping with the international nature of the Secretariat. They shall always bear in mind the loyalty, discretion and tact imposed on them by their international responsibilities in the performance of their duties. They shall avoid all actions, statements or public activities which might be detrimental to the Secretariat and its aims.
3. Staff Members are not required to renounce either their national feelings or their political or religious convictions.
4. In the performance of their duties, Staff Members may neither seek nor accept instructions from any government or authority other than as required in the course of their employment with the Secretariat.
5. Staff Members shall observe maximum discretion regarding official matters and shall abstain from making private use of information they possess during the course of their employment. Authorisation for the release of information for official purposes shall lie with the Executive Director, or his or her nominee.
6. Staff Members shall, in general, have no employment other than with the Secretariat. In special cases, Staff Members may accept other employment, provided that it does not interfere with their duties in the Secretariat, and that prior authorisation by the Executive Director has been obtained. Prior authorisation by resolution of the CTI COM shall be obtained in respect of the Executive Director.
7. No Staff Member may be associated in the management of a business, industry or other enterprise, or have a financial interest therein if, as a result of their employment held in the Secretariat, he or she may benefit from such association or interest.
8. Ownership of non-controlling stock in a company shall not be considered to constitute a financial interest within the meaning of paragraph (7) of this Rule.
9. Staff Members shall enjoy privileges and immunities to which they are entitled under Article 12 and 13 of the Secretariat Agreement.

10. Any Staff Member who becomes a candidate for a public office of a political character shall resign from the Secretariat.
11. No Staff Member shall accept in respect of their work for the Secretariat any honour or decoration from any government or organisation or, except with the approval of the Executive Director, any favour, gift or fee from any government, organisation or person during the period of their appointment. With respect to the Executive Director, the approval of the CTI COM is required.

Regulation 11 Hours of Work

1. The normal working hours and days shall be eight (8) hours, Monday through Friday, for a total of forty (40) hours per week.
2. The Executive Director shall establish the working hours and may, in consultation with Staff Members, alter them for the benefit of the Secretariat as circumstances may require.
3. The Executive Director has the right to call upon the services of Staff to the extent considered reasonable.
4. Drivers, messengers, gardeners, handymen and tea attendants/cleaners will be required to work hours as directed by the Executive Director. Overtime rates are applicable after the accumulation of forty (40) hours over a one week period or eight (8) hours over a day.
5. Security officers will be required to work from 6 pm to 6 am in five (5) day rotational shifts. The Executive Director may require security officers to work additional hours.

Regulation 12 Overtime

The rates of pay for overtime are:

- a. For days other than public holidays and Sundays, one and half (1.5) times the normal hourly rate; and
- b. For Sundays or public holidays, double (2 times) the normal hourly rate.

Regulation 13

Termination of the Contract of Employment

1. An appointment of a Staff Member other than the Executive Director or Deputy Executive Directors is terminated:
 - a. When a fixed term of appointment expires; or
 - b. When the Staff Member resigns, giving the Executive Director one (1) month's notice in writing; or
 - c. Without notice by the Staff Member paying one month's salary in lieu of notice, unless the Executive Director determines that such a payment is not required in the circumstances; or
 - d. When the parties mutually agree to an early termination of the contract of employment, on terms and conditions agreed at the time; or
 - e. When the Executive Director provides notice of termination in writing to the Staff Member in circumstances of redundancy, retrenchment or restructuring; or
 - f. As a disciplinary measure by dismissal with or without notice under Regulation 24; or
 - g. At the conclusion of any period of probation specified in the employee's letter of appointment, if in the view of the Executive Director the employee's performance has not been satisfactory.
2. Both the Executive Director and the Staff Member may agree to temporarily suspend the contract of employment, in which case any right, obligation or benefit of both parties (as the case may be) lapses during the suspension.
3. During the term of the contract of employment, if, as a result of mental or physical illness, a Staff Member is rendered incapable, in the Executive Director's opinion, of proper performance of duties under the Agreement, the Executive Director reserves the right to require the Staff Member to undergo a medical examination. The Executive Director will take into account recommendations made available to her or him, before exercising the rights of suspension or termination.
4. If, due to the continuing effects of illness or injury, medical opinion indicates that the Staff Member will remain unable to perform normal job requirements for a period in excess of four (4) months in any one (1) year, the Executive Director reserves the right to exercise suspension, awaiting medical opinion as to the Staff Member's capacity to return to normal duties.

5. If at the time of separation a Staff Member has unused annual leave, the Staff Member shall be paid in lieu thereof the cash equivalent for the period of such accrued leave up to a maximum of thirty (30) working days, calculated on the basis of the last net base salary.

Regulation 14 Entitlements

1. The Secretariat shall meet the following appointment and termination expenses of Professional Staff recruited from outside Secretariat Headquarters. The entitlements cover the transport and accommodation en-route for the Staff Member and accompanying dependents between home and Secretariat Headquarters, and back, by the shortest and most economical route. The Executive Director has discretion, after taking family circumstances into account, to include dependents who arrive within six (6) months of the start of appointment or leave within one (1) month of termination.
2. The Executive Director shall be entitled to business class travel for international flights. All other Staff, including the Deputy Executive Directors, and all dependents, including the Executive Director's dependents, will fly economy class, unless provided for through arrangements not funded by the Secretariat.
3. The reasonable cost of packing, insuring, shipping and transporting furniture, household and personal effects shall be paid as follows:
 - a. 20m³ in respect of the Staff Member, 10m³ in respect of a dependent spouse and 5m³ in respect of each dependent child; and
 - b. Up to 20 kilos of excess baggage per person for all Professional Staff and their dependents recruited outside the Secretariat.
4. To offset incidental expenses and compensate for the upheaval of removal, an establishment grant on appointment only at the rate prescribed by the Executive Director, subject to the approval of the CTI COM or the CTI CSO.
5. Accommodation at a suitable hotel or other fully furnished accommodation for up to six (6) working days or such other period, as the Executive Director considers reasonable in the circumstances.
6. The entitlements prescribed in paragraph (1) of this Regulation do not apply and, at the Executive Director's discretion, may be withheld in whole or in part if:
 - a. All or part of the expenses are met from some other source; or

- b. Within twelve (12) months of appointment the Staff Member's appointment is terminated under Regulation 13.
7. For Staff based in locations other than the Secretariat Headquarters, the Executive Director will develop Staff rules pertaining to their entitlements. These Staff rules will be subject to the approval of the CTI COM or the Committee of Senior Officials. Such additional rules will be broadly analogous to this Rule, insofar as local conditions permit.

Regulation 15 Death of Staff Member

1. In the event of death of a Staff Member, following illness or surgery not resulting from an accident covered by the appropriate workplace insurance, the right to salary, allowances, and other corresponding benefits shall cease on the day on which death occurs, unless the deceased leaves dependents, in which case the dependents are entitled to mortality allowances, return travel, and removal expenses to their country of origin or former residence, at the expense of the Secretariat.
2. Eligibility of the dependents of a deceased Staff Member for the payment of return travel and removal expenses shall lapse if the travel is not undertaken within six (6) months of the date of the Staff Member's death.
3. The mortality allowance shall be an amount equal to one (1) month's full salary.
4. The Secretariat shall pay for shipment of the Staff Member's body from the place of death to the place designated by the next-of-kin.
5. If at the time of death a Staff Member has unused annual leave, the next-of-kin shall be paid in lieu thereof the cash equivalent to the remaining unused accrued annual leave, calculated on the basis of the last net base salary.

Regulation 16 Annual Leave

Staff Members shall be entitled to vacation at the rate of two and-a-half (2.5) working days per month. Annual leave may be accumulated, but not more than thirty (30) working days may be carried over beyond 31 December of any year, unless otherwise justified by exceptional circumstances. In addition, Staff Members shall be entitled to all official holidays in the Host Country. The taking of leave shall not cause undue disruption to normal Secretariat operations. In accordance with this principle, leave dates shall be

subject to the needs of the Secretariat. Leave dates shall be approved by the Executive Director who shall, as far as possible, bear in mind the personal circumstances, needs and preferences of Staff Members. Any absence not approved within the terms of these Regulations shall be deducted from annual leave.

Regulation 17 Special Leave

Staff Members may be granted, in exceptional cases, special leave for the following reasons:

- a. Marriage of the Staff Member – one (1) day;
- b. Change of residence of the Staff Member – one (1) day;
- c. Death of spouse or child – four (4) days;
- d. Death of a parent/parent-in-law – two (2) days; and
- e. Paternity leave – seven (7) days.

Regulation 18 Sick Leave and Maternity Leave

1. Staff Members who are unable to perform their duties because of illness or injury or whose attendance is prevented by public health requirements shall be granted paid sick leave. All sick leave must be approved on behalf of, and under conditions established by the Executive Director in consultation with a duly qualified medical practitioner.
2. Staff Members shall receive full salary during paid sick leave as follows:
 - a. A Staff Member who has worked less than one year shall be granted paid sick leave up to two (2) months.
 - b. A Staff Member who has worked for one year or more shall be granted paid sick leave up to four (4) months on full salary.
3. A Staff Member who is absent from duty because of sickness for a period of more than three (3) consecutive working days, shall produce a certificate from a duly qualified medical practitioner stating the probable duration of his/her incapacity.

4. Staff Members shall be entitled to three (3) consecutive working days as uncertified sick leave, provided that in one (1) calendar year the total uncertified sick leave does not exceed seven (7) working days.
5. Staff Members shall be entitled to maternity leave for the period of three (3) months. During this period Staff Members shall receive full pay and corresponding allowances.

Regulation 19 Determination and Currency of Payment

1. The remuneration policy and conditions of service of employees are determined by the CTI COM or CTI CSO.
2. The remuneration of all Secretariat Staff shall be expressed in US\$ and paid in Indonesian Rupiah.
3. Professional Staff salary scales are reviewed every three (3) years.
4. The salaries of Support Staff are to be reviewed every three (3) years, with salary scales to be adjusted to the seventy-five percentile (75%) range of comparable positions in the Secretariat Headquarters. For the purpose of this provision, the seventy-five percentile (75%) range is the boundary between the top 25% of the market and the lower 75%.

Regulation 20 Salaries

1. Current salary scales approved by the CTI COM or CTI CSO are to be set out in Schedule to be annexed to these Regulations and shall be incorporated annually to the Secretariat's Work Programme and Budget.
2. The Executive Director shall have the flexibility to appoint Professional and Support Staff to whatever salary step is considered appropriate by the Executive Director within the designated salary grade.
3. Appointments shall be subject to annual performance review by the Executive Director or one of the Deputy Executive Directors as directed by the Executive Director as appropriate.
4. The Executive Director may authorize an increment to a Staff Member's salary at the completion of each year of service based on the Staff Member's annual performance assessment and where the Staff Member has not reached the maximum of the salary

grade for his/her position. Where the Staff Member's performance has not been considered highly satisfactory, the Executive Director or the Executive Director's delegate will explain to the Staff Member why the Staff Member will not receive an increment, or in the case of poor performance, why the Staff Member's salary will be reduced by an increment.

5. For Support Staff, the Executive Director may authorize an incremental rise in salary in recognition of permanent increases in formal skill levels of that Staff, relevant to the Staff Member's duties in the Secretariat; or where the Executive Director is satisfied that the Staff has permanently increased her or his capacity to accept responsibility in her or his duties within the Secretariat.
6. Where a Support Staff has reached the maximum salary point in her or his approved salary scale and where that employee's work performance is assessed as having been highly satisfactory on completion of a particular year's service, the Executive Director may grant a fixed sum performance bonus payment to that Staff, provided that any such bonus:
 - a. Is not made as a permanent increase in the salary of the Staff;
 - b. Can be fully financed from available budgetary provision in that year; and
 - c. Shall not exceed 5% of the Staff's current salary.

Regulation 21 Higher and Extra Duties Allowances

1. Any Staff Member may at any time be required by the Executive Director to undertake the duties of a senior or other position whether or not the circumstances justify increased pay.
2. A Staff Member who is required by the Executive Director to carry out and does carry out the full duties of a higher graded position for a continuous period of not less than ten (10) working days will be paid a higher duties allowance amounting to the difference between the current Staff Member's salary and the current salary of the incumbent of the higher graded position

Regulation 22 Representational Allowance

The Secretariat shall reimburse the Executive Director for all reasonable expenses up to an amount per annum determined by the CTI COM or CTI CSO for expenses incurred in association with representational duties for the Secretariat and which are properly incurred and receipted by the Executive Director in the course of her or his employment.

Regulation 23 Professional Staff and Expatriate Allowances

1. In addition to base salary, expatriate Professional Staff are entitled to receive the following allowances and benefits:
 - a. One (1) return economy class flight each year between the place of education and Secretariat Headquarters by:
 - (i) Each dependent child being educated outside Indonesia; or
 - (ii) The Staff Member or spouse to visit the child, providing the journey is not made within the final six (6) months of the contract.

For the purposes of this subsection the “place of education” is taken to be the country of ordinary residence or country where the educational institute is situated.

- b. Expatriate Staff are entitled to return economy class airfares between Secretariat Headquarters and the recognized home for the Staff Member and dependents after completing twelve (12) months of service, and at the completion of each twelve (12) month anniversary, during each year for four (4) year contracts, providing no leave travel is undertaken within the final twelve (12) months of the contract. The recognized home of the Staff Member will be agreed between him/her and the Secretariat at the time of appointment.
- c. Subject to the approval of the Executive Director, Staff Members who travel home from the Secretariat Headquarters pursuant to clause (b), in addition to their leave entitlement, receive full pay to compensate for time actually and necessarily spent on such travel.
- d. Equivalent to two (2) week’s salary, on completion of a contract, providing the contract is not extended or renewed.

2. For Staff based in locations other than the Secretariat Headquarters, the Executive Director will develop additional Staff rules pertaining to their allowances. These additional Staff rules will be subject to the approval of the CTI COM or the CTI CSO. Such additional rules will be broadly analogous to this rule, insofar as local conditions permit.

Regulation 24 Offences

1. A Staff Member of the Secretariat commits an offence if they:
 - a. Willfully disobey a lawful order of the Executive Director or of any other officer to whom the employee is formally responsible, or are in non-compliance with duties owed in the role, or with the Secretariat's policy;
 - b. Willfully disregard these Regulations or other Regulations of the CTI-CFF;
 - c. Are negligent, inefficient or incompetent in the exercise of her or his duties;
 - d. Commit gross and willful misconduct, dishonesty or insubordination;
 - e. Willfully act without regard to the Secretariat's interests;
 - f. Behave disgracefully or improperly either in an official capacity or otherwise;
 - g. Are convicted of a criminal offence which affects the Staff Member's ability to perform the role satisfactorily;
 - h. Steal or misappropriate the funds or property of the Secretariat;
 - i. Legally declared bankrupt, resulting in the Staff Member's ability to perform the role satisfactorily;
 - j. Undertake any activities that bring the Secretariat into disrepute.
2. The Executive Director may discipline an employee found guilty of an offence by:
 - a. An official reprimand;
 - b. A fine not exceeding fourteen (14) days' salary;

- c. Demotion to a lower step in the grade of the offender's position;
 - d. Dismissal with notice under Regulation 13 (1) (f); or
 - e. If the offence is theft or misappropriation of the Secretariat's funds or property, by summary dismissal without notice.
3. No employee suspected of committing an offence shall be penalized under paragraph 2 of this Regulation unless guilt is confirmed by:
 - a. The employee's own admission; or
 - b. The outcome of criminal proceedings; or
 - c. The findings of an internal inquiry conducted as soon as practicable by the Executive Director (or in his or her absence by the Staff Member designated by the Executive Director to serve in this role) and two (2) other Staff Members, one of whom may be nominated by the suspected employee.
4. Any Staff Member suspected of committing an offence under this Rule will be afforded natural justice, including receiving notice of any proceedings brought against them, and the opportunity to be heard before any penalty may be imposed against them. Such Staff Members will have an avenue of appeal of adverse finding to the CTI CSO.
5. An employee may be suspended without pay if suspected of theft or misappropriation of the Secretariat's property and on full pay in all other cases. If the suspicion cannot be sustained the employee will be fully reinstated with effect from the date of suspension.
6. Where the Executive Director commits any of the offences under this Rule, she or he shall be subject to disciplinary action by the CTI COM.

Regulation 25 Staff Committee

A Staff Committee may be elected annually by Staff Members to represent their views and may be consulted by the Executive Director on general and specific questions relating to Staff issues and welfare.



CORAL TRIANGLE INITIATIVE

ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**CORAL TRIANGLE
INITIATIVE**
ON CORAL REEFS, FISHERIES
AND FOOD SECURITY



**THE CORAL TRIANGLE INITIATIVE
ON CORAL REEFS, FISHERIES AND
FOOD SECURITY (CTI-CFF)**

**FINANCIAL
REGULATIONS**

Regulation 1 Applicability

These Regulations shall govern the financial administration of the CTI-CFF Secretariat.

Regulation 2 Financial Year

The financial year shall be for twelve (12) months, commencing 1 January and ending 31 December, both dates inclusive.

Regulation 3 Budget

1. A draft budget comprising estimates of receipts by the Secretariat from all sources and of expenditures by the Secretariat shall be prepared by the Executive Director for the ensuing year.
2. The draft budget shall be divided into parts and sections. It shall be accompanied by such information, annexes and explanatory statements as may be requested by the CTI Council of Ministers (CTI COM) or CTI Committee of Senior Officials (CTI CSO), including a statement on the main changes in comparison with the budget of the previous year, and such further annexes or statements as the Executive Director may deem necessary and useful. The CTI COM or CTI CSO may establish guidelines as to the format which the draft budget is to be presented.
3. The draft budget shall be accompanied by details of the appropriations made for the previous year and the expenditure against those appropriations.
4. The draft budget shall include a statement of the significant financial implications for subsequent financial years in respect of any proposed work programmes presented in terms of administrative, recurrent and capital expenditure.
5. The Executive Director shall submit the draft budget for the following year to all Parties of the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF Parties) at least 60 days prior to the Ministerial Meeting and the CTI CSO Meeting. At the same time, and in the same form as the draft budget, the Executive Director shall prepare and submit to all CTI-CFF Parties a forecast budget for the subsequent financial year.
6. The CTI COM shall decide upon the annual budget of the Secretariat. The CTI COM,

where available, may take advice and receive recommendations for this purpose from the CTI CSO on matters related to the budget, finance and administration of the Secretariat.

7. Supplementary budget proposals may be prepared by the Executive Director if exceptional circumstances make this necessary. Supplementary budget proposals shall be prepared in a form consistent with the approved budget. The provisions of these Regulations shall be applicable to the proposed supplementary budget to the extent possible.
8. The draft budget and the forecast budget shall be presented in United States dollars.

Regulation 4 Appropriations

1. The resolution for appropriations adopted by the CTI COM or CTI CSO shall constitute an authorisation for the Executive Director to incur obligations and make payments for the purposes for which the appropriations were adopted.
2. Unless the CTI COM or CTI CSO decides to restrict this power, the Executive Director may also incur obligations against future years before appropriations are adopted when such obligations are necessary for the continued effective functioning of the Secretariat, provided such obligations are restricted to administrative requirements of a continuing nature not exceeding the scale of such requirements as authorised in the budget of the current financial year. In other circumstances the Executive Director may incur obligations against future years only as authorised by the CTI COM or CTI CSO.
3. Appropriations shall be available for the financial year to which they relate. At the end of the financial year all appropriations for that financial year shall lapse. Commitments remaining undischarged against previous appropriations at the end of a financial year shall be carried over and be included in the budget for the next financial year, unless the CTI COM or CTI CSO decides otherwise.
4. The Executive Director may make transfers of up to 10 per cent of budget between appropriations. All transfers must be reported by the Executive Director in the annual financial report provided to the CTI COM and CTI CSO.
5. Should the Executive Director anticipate a shortfall in resources over the financial period as a whole, the Executive Director shall consult the CTI CSO, as to priorities for expenditure.

6. Unforeseen and extraordinary expenses may be incurred from within existing budget appropriations, or from voluntary contributions. Approval to incur such expenses must be obtained from the CTI CSO. All approvals made by the CTI CSO must be reported to the next CTI COM Meeting.
7. In the event an appropriation is under utilised in a given financial year, the Executive Director may expend these funds on the project in question in the subsequent financial year. In the event that the project is completed, the CTI CSO shall determine how any unexpended funds may be utilised during the subsequent financial year. The CTI COM may establish a policy for the expenditure of under utilised appropriations.

Regulation 5 Internal Control

1. The Executive Director shall:
 - a. Establish detailed financial rules and procedures after consultation with an external Auditor appointed pursuant to Regulation 12 to ensure effective financial administration and the exercise of economy in the use of funds;
 - b. Cause all payments to be made on the basis of supporting vouchers and other documents which ensure that the goods or services have been received and that payment has not been previously made;
 - c. Designate officers who may receive monies, incur obligations and make payments on behalf of the Secretariat; and
 - d. Maintain and be responsible for internal financial control to ensure:
 - (i) The regularity of the receipt, custody and disposal of all funds and other financial resources of the Secretariat;
 - (ii) The conformity of obligations and expenditures with the appropriations adopted by the CTI CSO and CTI COM; and
 - (iii) The economic use of the resources of the Secretariat.
2. The Executive Director may propose to the CTI CSO the writing off of losses of assets and bad debts, provided that the external auditor so recommends. Such losses shall be included in the annual accounts.
3. For purchases or contracts exceeding USD 15,000 written tenders for equipment,

supplies and other requirements shall be invited by advertisement, or by direct requests for quotation from at least three persons or firms able to supply the equipment, supplies, or other requirements, if such exist. For amounts exceeding USD 10,000, but less than USD 15,000, competition shall be obtained either by the above means or by telephone or personal enquiry by the Executive Director or his nominee, without the need for advertisement.

4. The foregoing Regulations, shall, however, not apply in the following cases:
 - a. Where it has been ascertained that only a single supplier exists and that fact is so certified by the Executive Director;
 - b. Where voluntary contributions have been provided, specifying a particular project and/or supplier;
 - c. Where, on the CTI COM or CTI CSO, there are determined to be exceptional circumstances that require such deviation; and
 - d. In case of emergency, or force majeure, or where, for any other reason, these Regulations would not be in the best financial interests of the Secretariat, and that fact is so certified by the Executive Director.
5. The Executive Director shall report in writing the circumstances of exceptions under paragraph 4 to the CTI COM and to the CTI CSO.

Regulation 6 The Accounts

1. The Executive Director shall ensure that appropriate records and accounts are kept of the transactions and affairs of the Secretariat. The Executive shall do all things necessary to ensure that all payments out of the Secretariat's moneys are correctly made and properly authorized. The Executive Director will ensure that adequate control is maintained over the assets of the Secretariat, or any assets in the custody of the Secretariat. The Executive Director will ensure that adequate control is maintained over the incurring of liabilities by the Secretariat.
2. The Executive Director shall submit annual financial statements to the CTI COM and the CTI CSO. The annual financial statements shall show, for the financial year to which they relate:
 - a. The income and expenditure relating to all funds and accounts;

- b. The situation with regard to budget appropriations, including:
 - (i) The original budget appropriations;
 - (ii) The approved expenditure under or in excess of the original budget appropriations;
 - (iii) Any other income;
 - (iv) The amounts charged against these appropriations and other income;
- c. The financial assets and liabilities of the Secretariat;
- d. Investments, where such investments shall be restricted to securities and other investments issued by financial institutions or Government bodies with current ratings, provided by a rating body approved by the Secretariat's Auditor, indicating a strong capacity to pay;
- e. Losses of assets and bad debts proposed in accordance with Regulation.

The Executive Director shall also give such other information as may be appropriate to indicate the financial position of the Secretariat.

- 3. The accounts of the Secretariat shall be presented in United States dollars. Accounting records may, however, be kept in such currency or currencies as the Executive Director may deem necessary.
- 4. Appropriate separate accounts shall be kept for all Special funds and CTI-CFF funds created pursuant to Regulation 7.
- 5. The annual financial statements shall be submitted by the Executive Director to the Auditor not later than three months following the end of the financial year.

Regulation 7 Funds

- 1. There shall be established a General Fund for the purpose of accounting for the income and expenditure of the Secretariat as follows:
 - a. Contributions paid by Parties under Regulation 8 and miscellaneous income to finance general expenditure shall be credited to the General Fund;

- b. Any cash surplus in the General Fund at the close of a financial year that is not required to meet undischarged commitments in terms of Regulation 4 (3) shall be divided in proportion to the contributions made by existing Parties under Regulation 8 in the current financial year and used to offset such Parties' contributions for the ensuing financial year. This provision shall not apply at the end of the first financial year when surplus funds other than those resulting from contributions by new Parties may be carried over into the following financial year;
 - c. Where contributions are received from new Parties after the commencement of the financial year and such funds have not been taken into account in formulating the budget, appropriate adjustment shall be made to the level of the assessed contributions of existing Parties and such adjustments recorded as advances made by such new Parties;
 - d. Advances made by Parties shall be carried to the credit of the Parties which have made such advances.
2. The CTI-CFF Funds and Special Funds may be established by the Secretariat for the purpose of receiving funds and making payments for purposes not covered by the regular budget of the Secretariat. The CTI-CFF Funds and Special Funds shall only be used in accordance with the purposes for which and any conditions under which such Funds have been provided. The CTI-CFF Funds will be those funds where there are on-going monitoring and reporting obligations to the donors of the funds. The Special Funds will be any others funds provided for specific purposes that are not CTI-CFF Funds or General Fund.
3. Funds provided by CTI Partners or other donors, unless provided for allocation to the General Fund, shall be designated as CTI-CFF Funds. The CTI COM may establish such procedures as it thinks fit to provide for the receipt, reporting and appropriation of Special or CTI-CFF Funds. The Executive Director shall comply with any such procedures established by the CTI COM and ensure that all on-going monitoring and reporting obligations sought by the donors of the Funds are met.

Regulation 8 Provision of Funds

1. The funds of the Secretariat shall include:
 - a. Assessed contributions made by Parties in accordance with Schedule 1 of these Regulations ;

- b. Voluntary contributions made by Parties, CTI Partners or other entities; and
 - c. Such other funds to which the Secretariat may become entitled or may receive, including income from investments.
- 2. Each Party shall contribute to the budget in accordance with the formula prescribed in Schedule 1 of these Regulations.
- 3. On approval of the budget for a financial year, the Executive Director shall send a copy thereof to all Parties informing them of their contributions and requesting them to remit their contributions due.
- 4. Annual contributions shall be considered as due and payable in full within sixty (60) days of the receipt of the communication of the Executive Director referred to in paragraph 3 of this Regulation, or as of the first day of the calendar year to which they relate, whichever is the later. As of 1 January of the following calendar year, the unpaid balance of such contributions and advances shall be considered to be one year in arrears, and may be subject to consequences to be determined by the CTI COM.
- 5. Annual contributions shall be assessed in terms of a value calculated based on the Special Drawing Rate (SDR) of the International Monetary Fund and paid in United States dollars.
- 6. The Executive Director shall submit to each CTI COM Meeting a report on the collection of annual assessed contributions from Parties, any voluntary contributions received including contributions from CTI Partners, any investment income and other income received.
- 7. A new Party of the Secretariat whose membership becomes effective during the first six months of the financial year shall be liable to pay the full amount of the annual contribution which would have been payable had it been a Party at the start of that financial year. A new Party whose membership becomes effective during the last six months of the financial year, shall be liable to pay half of the amount of the annual contribution referred to above.
- 8. The CTI COM may develop a policy to assist in the calculation of the value of in-kind contributions.

Regulation 9 Other Income

- 1. All income other than contributions to the budget under Regulation 8 (1) (a) and that

referred to in paragraphs 2 and 3 below, shall be classified as Miscellaneous Income and credited to the General Fund. The use of Miscellaneous Income shall be subject to the same financial controls as activities financed from regular budget appropriations.

2. Voluntary contributions above and beyond Parties' budget contributions may be accepted by the Executive Director provided that the purposes for which the contributions are made are consistent with the policies, aims and activities of the Secretariat. Voluntary contributions offered by CTI Partners and other non-Parties and entities may be accepted, subject to agreement by the Secretariat that the purposes of the contribution are consistent with the policies, aims and activities of the Secretariat.
3. Voluntary contributions as referred to in paragraph (2) shall be treated as CTI-CFF or Special Funds under Regulation 7 (2).

Regulation 10 Custody of Funds

1. The Executive Director shall designate a Government bank or banks in Indonesia in which the funds of the Secretariat shall be kept and shall report the identity of the Government bank or banks so designated to the CTI COM and CTI CSO.
2. Investment of funds is regulated as follows:
 - a. The CTI COM or CTI CSO may give approval to the Executive Director to make short-term investments of moneys not needed for the immediate requirements of the Secretariat. Such investments shall be restricted to securities and other investments issued by financial institutions or Government bodies with current ratings provided by a rating body approved by the Secretariat's Auditor, indicating a strong capacity to pay. The details of investment transactions and income derived shall be reported in the documents supporting the budget.
 - b. With regard to moneys held in the CTI-CFF or Special funds for which use is not required for at least 12 months, longer-term investments may be authorised by the CTI COM and the relevant CTI Partner, provided such action is consistent with the terms under which the moneys were lodged with the CTI-CFF. Such investments shall be restricted to securities and other investments issued by financial institutions or Government bodies with current ratings, provided by a rating body approved by the Secretariat's Auditor, indicating a strong capacity to pay.
3. Income derived from investments shall be credited to the Fund from which the investment was made.

Regulation 11 Reporting to CTI Partners

1. The Executive Director shall ensure reports on expenditure from funds donated by CTI Partners will be made to such CTI Partners within timeframes that meet the internal budgetary reporting cycle of those Partners.
2. Reports prepared for CTI Partners will be in a format that will meet the internal reporting requirements of the CTI Partner concerned.
3. Copies of reports made for CTI Partners will also be provided to the CTI CSO.

Regulation 12 External Audit

1. The CTI CSO shall appoint an external Auditor who shall be the Auditor-General or equivalent statutory authority from a Party or an internationally recognized independent auditor with experience in the audit of international organizations. The Auditor shall be appointed for a period of two years and may be reappointed. The CTI COM will ensure respect for the Auditor's independence of the Secretariat and the Secretariat's staff, and shall make provision for appropriate funds to the Auditor.
2. The Auditor shall be completely independent and solely responsible for the conduct of the audit.
3. The Auditor or a person or persons authorized by him or her shall be entitled at all reasonable times to full and free access to all accounts and records of the Secretariat relating directly or indirectly to the receipt or payment of moneys by the Secretariat or to the acquisition, receipt, custody or disposal of assets by the Secretariat and may make copies of, or take extracts from any such accounts or records.
4. The Auditor shall conduct his or her examination of the financial statements in conformity with generally accepted auditing standards and shall report on all relevant matters, including:
 - a. Whether, in his or her opinion, the statements are based on proper accounts and records;
 - b. Whether the statements are in agreement with the accounts and the records;
 - c. Whether, in his or her opinion, the income, expenditure and the acquisition and disposal of assets by the Secretariat during the year have been in

accordance with these Regulations; and

- d. Observations with respect to the efficiency and economy of the financial procedures.
5. The Executive Director shall provide the Auditor with the facilities he or she may require in the performance of the audit.
6. The Auditor shall, within ninety (90) days of the date upon which the annual financial statements are submitted by the Executive Director, issue a report on the audit of the financial statements and relevant schedules relating to the accounts for the financial period, which shall include such information as the Auditor deems necessary with regard to matters referred to in paragraph 4 as appropriate. The Executive Director shall provide to the Chairs of the CTI COM and CTI CSO a copy of the audit report and the audited financial statements within thirty (30) days of their receipt, for the consideration of both Meetings.
7. The CTI CSO may request the Auditor to perform certain specific examinations and issue separate reports on the results.

Regulation 13 Acceptance of Financial Statements

1. The CTI CSO shall, following consideration of the audited annual financial statements and audit report submitted to it under Regulation 6 of these Regulations, signify its acceptance of the audited annual financial statements or take such other action as it may consider appropriate.
2. The CTI CSO may direct the Executive Director to take such actions as it thinks fit based on the external Auditor's report.

Regulation 14 Insurance

1. The Secretariat may take out suitable insurance with a reputable financial institution against normal risks to its assets.
2. The Secretariat may take out personal accident insurance with a reputable financial institution to provide for 24 hours a day cover for its staff, and other individuals to whom it owes a duty of care.

3. A staff member may take out additional personal accident insurance cover at his or her own cost.
4. All staff and their dependents will have all reasonable medical, dental and optical expenses, depending on available schemes and reasonable costs, met by the Secretariat through any medical scheme it adopts. The level of this medical scheme is at the Executive Director's discretion.
5. A staff member may take out additional medical insurance cover for themselves and their dependents at his or her own cost.
6. The Secretariat will obtain travel insurance with a reputable financial institution to cover all official staff travel. This may be separate travel insurance, or be part of any personal accident and life insurance policy obtained the Secretariat.
7. All staff and their dependents are covered by the Secretariat's travel insurance during home leave travel and on recruitment and repatriation.
8. A staff member may take out additional travel insurance cover for themselves and their dependents at his or her own cost.
9. The Secretariat may take out term life insurance with a reputable financial institution to provide cover for the death of staff members.
10. A staff member may take out additional term life insurance cover at his or her own cost.

Schedule 1

Assessed Contribution Formulae

Parties will contribute to the General Fund of the Secretariat on the following basis:

- a. The total amount to be contributed will be determined by the CTI COM based on the draft budget provided by the Secretariat;
- b. Sixty percent (60%) of the amount identified in paragraph (a) of this Schedule will be contributed by each of the Parties in equal shares; and
- c. The remainder of the total amount identified in paragraph (a) of this Schedule will be divided between the Parties based upon the relative size of their gross domestic product (GDP) as calculated by the most recent year for which GDP figures are available for all Parties.



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