

codex alimentarius commission E



FOOD AND AGRICULTURE
ORGANIZATION
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Agenda Item 9

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JOINT FAO/WHO FOOD STANDARDS PROGRAMME CODEX COMMITTEE ON GENERAL PRINCIPLES

Twenty-sixth Session

Paris, France, 12 – 16 April 2010

Discussion paper on Co-hosting of Codex Sessions

(Prepared by the Codex Secretariat)

Background

1. The 32nd Session of the Commission (CAC32) discussed issues related to Codex sessions held under co-hosting arrangements¹ on the basis of a study prepared by the Codex Secretariat² in line with Activity 5.3 of the Codex Strategic Plan 2008-2013.
2. The result of the study was that while having a number of benefits, in general, Members' participation in sessions held under co-hosting arrangements was found to be lower than in sessions held in chairing countries and no consistent effect of co-hosting arrangements was observed on the participation of Members from the region in which the venue was located. The study cited several factors that may have contributed to the reduced participation and among others the late issuance of invitation letters due to frequent delays in the acceptance of the Memorandum of Responsibilities by venue countries.
4. In line with the discussion at CAC32 this document focuses on measures to expedite the formal processes for co-hosting of Codex sessions by proposing the following:
 - Amendments to the *Guidelines for Host Governments of Codex Committees and ad-hoc Intergovernmental Task Forces* to clarify the terms used and to make the practice more explicit in the guidelines and to clarify what is not contained in the guidelines and where this information can be found.
 - Creating a page on the Codex website explaining how and in which timeframe the necessary arrangements between FAO, hosting country and co-hosting country should be agreed.
5. The principles for co-hosting arrangements between members such as selection of the co-hosting country are not a subject of this document.

¹ For the purpose of this document, "co-hosting arrangements" mean those arrangements whereby the host government (usually an industrialised country) of a Codex subsidiary body chooses to hold a meeting of the body outside its territory (usually in a developing country). The host government providing the chairperson cooperates closely with the government providing the venue on a range of logistic and other matters. For example, a Vice-Chairperson is often appointed from within the government offering the venue.

² ALINORM 09/32/REP, paras 157-168 and ALINORM 09/32/9B Part III

(A) AMENDMENTS PROPOSED TO THE *GUIDELINES FOR HOST GOVERNMENTS OF CODEX COMMITTEES AND AD-HOC INTERGOVERNMENTAL TASK FORCES*

(1) Amend the sub-section “Chairperson” to read as follows:

Chairperson and hosting country

The Codex Alimentarius Commission will designate a member country of the Commission, which has indicated its willingness to accept financial and all other responsibility, as having responsibility for appointing a chairperson of the Committee. In the following this country is referred to as “hosting country”

The hosting country ~~member country concerned~~ is responsible for appointing the chairperson of the Committee from among its own nationals. Should this person for any reason be unable to take the chair, the hosting country ~~member country concerned~~ shall designate another person to perform the functions of the chairperson for as long as the chairperson is unable to do so. A Committee may appoint at any session one or more rapporteurs from among the delegates present.

(2) Amend the sub-section “Sessions”:

“Sessions

Date and place

A hosting country ~~member country to which a Codex Committee has been assigned~~ is consulted by the Directors-General of FAO and WHO before they determine when and where a session of this Committee shall be convened. In determining the place of the session, consideration should be given to its accessibility.

Co-hosting arrangements

Hosting countries ~~The member country~~ should consider arrangements for holding Codex sessions in developing countries.

The country, different from the hosting country, in which the session is held is in following referred to as “co-hosting country”.

The hosting country and co-hosting country should ensure that all arrangements necessary to hold a Codex session in the co-hosting country are completed in a timely manner so as to not interfere with the timeframe for the distribution of the official invitations to the session as mentioned in these guidelines.*

* Practical information and timelines for co-hosting arrangements can be found on the Codex website at: www.codexalimentarius.net/...

Co-chairing

Host countries may consider to use “co-chairing” in a session (co-hosted or not) which signifies involvement of another person (or persons) than the Chairperson in the actual chairing of the meeting.

“

(B) Information to be posted on the Codex website**PROCEDURE FOR CO-HOSTING ARRANGEMENTS****0. INTRODUCTION AND SCOPE**

The *Guidelines for Host Governments of Codex Committees and ad-hoc Intergovernmental Task Forces* recommend in the section “Co-hosting arrangements” that the hosting country should “consider arrangements for holding Codex sessions in developing countries. The present guidance outlines the procedure to be followed to ensure a smooth holding of the session following the timelines as given in the above guidelines.

0.1 Assumptions

One of the pre-requisites for co-hosting of a Codex session is the willingness and commitment of a Codex subsidiary body’s host government to explore co-hosting arrangements for a session of the body concerned. The modalities for matching the hosting country and the co-hosting country are outside the scope of this document. This guidance assumes that a hosting country and a co-hosting country have agreed in principle on co-hosting the session and on how to separate the tasks and costs including eventual arrangements for co-chairing the session.

1. LOA/MOR with FAO

In order to be able to co-host a Codex session on its territory a co-hosting country needs to conclude a Letter of Agreement (LOA)/ Memorandum of Understanding (MOR) with FAO (examples in Annex 2 and 3 which may slightly vary depending on the country). The following are the typical contents of the MOR.

NOTE: “Host government” in this context means the government of the co-hosting country that for this session as co-host assumes the responsibilities of the host country.

1.1 Part I - Operational responsibilities of FAO

All services and staff provided by the Codex Secretariat for the session (preparation, holding and follow-up).

1.2 Part II - Responsibilities of the host government with regard to privileges and immunities for FAO/WHO and participants

This part contains the obligation to grant privileges (e.g. visa) and immunities to all participants and Codex staff. This is the most critical part of the MOR as these privileges are not the responsibility of the ministry responsible for Codex issues but the ministry of foreign affairs. Very often delays are due to questions on this part.

1.3 Part III - Operational responsibilities of the host government

This part covers the organisation of venue, translation and interpretation and equipment which is usually responsibility of the hosting country. In the MOR it is assumed that the co-hosting country will provide these services in cooperation with the hosting country. The arrangements for this are outside the responsibility of FAO or the Codex Secretariat and can be subject to a separate agreement between the host country and the co-hosting country.

2. SEQUENCE OF EVENTS*2.1 Before offering to co-host a Codex session*

An aspirant co-hosting country should closely examine the principle conditions contained in the LOA/MOR to be concluded with FAO and ideally obtain clearance-in-principle from the diplomatic branch of its government, prior to contacting the hosting country for possible co-hosting. The roles and responsibilities of different Ministries involved should be clarified at a very early stage. The Codex Contact Point may play a positive role in facilitating and streamlining correspondence.

Consultation on key provisions such as privileges and immunities responsibilities should be undertaken only in official form and through official channels of competent authorities, and not as part of informal dialogue.

The substantive content of the MOR is neither negotiable nor modifiable. In other words, countries that are unable to accept the conditions set out in the MOR should not enter into negotiations to host an FAO intergovernmental session.

2.2 Letter of interest - 12 months before the session

The first step leading to the preparation of the MOR/LOA is the submission by a co-hosting country of a “letter of interest” that should be addressed to the Secretary of the Codex Alimentarius Commission. In some cases the expression of interest is initially announced by the co-hosting country at a preceding session of the Codex body; however, such oral declaration should be substantiated by writing (i.e. letter of interest) before a formal process is started.

There is no standard format for the letter of interest, or requirement as to the authority which should sign off the letter, provided that the authority is such that the intent for co-hosting is clear and the letter represents a formal offer on the part of the government concerned. As a minimum, the letter should contain an expression of interest / willingness of the country to host a given Codex session at a certain date. Additional information in the letter may refer to the underlying agreement with the hosting country, the venue of the session, the acceptance to undertake certain responsibilities regarding operations and granting immunities and visas. Annex 1 to this document provides an example of the content of such letter.

The letter of interest should be submitted as early as possible, as soon as the chairing and venue countries have reached an agreement regarding the co-hosting. It is desirable that the letter of interest be sent to the Codex Secretariat one year before the planned date of the session, and in any case, no later than 12 months before the session.

2.3 Letter of Agreement (LOA) and Memorandum of Responsibilities (MOR) – 10 months before the session

Upon reception of the letter of interest, the Codex Secretariat requests the relevant unit of FAO to prepare the LOA/MOR. This internal preparation process may take several weeks.

The LOA is a letter usually signed by the Director-General of FAO (also on behalf of the Director-General of WHO), addressed to the official channel of communication of the recipient country, requesting the co-hosting country to accept the responsibilities regarding the granting of privileges and immunities, granting of visas and other operational responsibilities set out in the accompanying MOR.

The format and content of the LOA and MOR are standardized and essentially do not differ from those established between FAO and the standing host governments of Codex bodies. In the case of co-hosting arrangements, the LOA/MOR may include specific references to the support of the hosting country extended to the co-hosting country, and to the shared responsibilities between the two countries for the provisions of certain services such as interpretation, translation of working documents and reports, meeting facilities, etc. Annexes 2 and 3 provide examples of the standard LOA/MOR.

In accordance with FAO rules and procedures governing meetings, the preparation of the LOA/MOR should start **eight months** before the date of the meeting. It is important to note that the LOA/MOR follow the pre-determined official channels of communication between FAO and its Members, and that the Ministry to which the LOA/MOR is addressed is not necessarily the Ministry which will have the primary technical or logistic responsibility for co-hosting of the Codex session or the Ministry hosting the Codex Contact Point. The official channels of communication with FAO Members is available to accredited Permanent Representations to FAO (refer to the Permanent Representatives Website).

2.4 Letter of Acceptance and Conclusion of the Agreement – 4-6 months before the session

Agreement between FAO/WHO and the co-hosting country is concluded upon the receipt of a letter from the government of the co-hosting country accepting the responsibilities set out in the MOR. The letter of acceptance (either in the form of letter or fax) should contain a clear reference to the outgoing communication (LOA/MOR) from FAO.

The letter of acceptance is generally signed by an authorized official with the competence and power to undertake the commitments as set out in the MOR and that have been delegated to the government of the co-hosting country.

Under normal circumstances, the co-hosting country receiving the LOA/MOR is given six weeks' time to reply to the LOA/MOR and thus conclude the agreement with FAO.

The conclusion of agreement allows the Codex Secretariat to issue an Invitation Letter accompanied by a Provisional Agenda to all Members and Observers of the Codex Alimentarius Commission. It should be noted that according to Rule VII.4 of the Rules of Procedure of the Codex Alimentarius Commission the provisional agenda should be "*circulated by the Directors-General of FAO or WHO to all members of the Commission at least two months before the opening of the session.*"

2.5 Throughout the whole process

Efficient communication between the hosting country, the co-hosting country and the Codex Secretariat should be maintained throughout the whole process, in order to complete the required administrative arrangements in good time.

All communications concerning the LOA/MOR should be copied to relevant interested parties, including the Ministries in charge of official communication with FAO, the FAO Representation in the country, and the country's Permanent Representation to FAO.

2.6 No agreement at 4 months before the meeting

The Codex Secretariat may cancel or reschedule the Codex session if no agreement is reached between 4 months before the planned date for the session, in order to avoid insufficient participation of members in the Codex session.

MAIN SEQUENCE OF EVENTS, THE RESPONSIBLE PARTY AND A TIMEFRAME UNDER THE BEST PRACTICE

	Events/steps	Responsible party	Timeframe
(i)	Letter of interest is sent to the Codex secretariat	Co-hosting country, in agreement with the hosting country	Not later than 12 months before the date of the session
(ii)	Letter of Agreement (LOA)/ Memorandum of Responsibilities (MOR) are sent to the co-hosting country	FAO (on behalf of FAO and WHO)	Approx. 1 to 2 months after receipt of the letter of interest
(iii)	Conclusion of agreement by way of a letter of acceptance	Co-hosting country (authorized official/ministry on behalf of the government)	4/6 months before the session
(iv)	Issuance of Invitation and Provisional Agenda	Codex Secretariat	4/6 months before the session (in any case not later than 2 months before the session)

Annex 1**MODEL LETTER OF INTEREST**

**Secretariat
Codex Alimentarius Commission
Joint FAO/WHO Food Standards Programme
Viale delle Terme di Caracalla
00153 Rome
Italy**

Dear ,

I wish to inform you that following discussions with the Government of [*name of the hosting country*], [*name of the co-hosting country*] would with great pleasure accept the responsibility to host the [*session number/name of the Committee/Task Force*] to be held [*venue / date of the session*].

[*Name of the co-hosting country*] is willing to enter into an agreement with Food and Agriculture Organization of the United Nations (FAO) granting relevant privileges and immunities to FAO/WHO officers and all invited delegations. [*Name of the co-hosting country*] will work closely with the Secretariat of [*name of the hosting country*] and the Joint FAO/WHO Codex Secretariat to ensure a successful organization of the session.

Sincerely,

Annex 2

STANDARD LETTER OF AGREEMENT / MEMORANDUM OF RESPONSIBILITIES

[Salutation]

I have the honour to refer to the *[reference to communication from hosting country containing agreement in principle]*, conveying your Government's willingness to provide host facilities for the *[session number/name of the Committee/Task Force]* to be held *[venue / date of the session]*.

I very much appreciate the generous offer made by your Government.

The Session is being convened within the framework of the Joint FAO/WHO Food Standards Programme. It is my intention to invite all Members of the FAO/WHO Codex Alimentarius Commission listed in Annex A. Notification of the Session will be given to the international organizations listed in Annex B who will attend as appropriate according to their specific field of interest.

Furthermore, other Member Nations or Associate Members of FAO and/or WHO, which are not members of the Codex Alimentarius Commission, or States which, while not Members of FAO or WHO, are members of the United Nations, as well as international organizations in relationship with FAO and/or WHO may be represented by observers at the Session, should they so request. The total number of participants is expected to be about *[xxx]*.

The Session, chaired by the *[name of the hosting country [and, if applicable in case of co-chairing, the name of the co-hosting country]]*, will be conducted in *[working languages of the committee/task force]*.

I should like to draw your attention to the responsibilities to be assumed by the Host Government and by FAO for the Session, as specified in the attached Memorandum of Agreement. Part II of this Memorandum sets out the responsibilities of the Host Government with regard to privileges and immunities and the granting of visas and all necessary facilities to participants.

I should appreciate receiving your Government's acceptance by letter or by fax of the responsibilities outlined in the attached Memorandum of Agreement as soon as possible so that invitations and documents may be prepared and issued in good time. This letter and your reply will constitute the Agreement covering the Session.

[Closing]

STANDARD MEMORANDUM OF RESPONSIBILITIES

TO BE ASSUMED BY THE GOVERNMENT OF [*NAME OF THE CO-HOSTING COUNTRY*] AND
BY THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS FOR THE
[*SESSION NUMBER/NAME OF THE COMMITTEE/TASK FORCE*]

The following provisions set out the respective responsibilities to be assumed by the Government of the [*name of the co-hosting country*], hereinafter referred to as the Host Government, and by the Food and Agriculture Organization of the United Nations, hereinafter referred to as FAO, acting on its behalf and on behalf of WHO, to ensure the smooth conduct of the [*session number and name of the Committee/Task Force*], hereinafter referred to as the Session, which forms part of the Joint FAO/WHO Food Standards Programme of the Organization.

The Session will be held in [*venue and date of the session*].

FAO will be responsible for organizing the Session, issuing all invitations and circulating the Provisional Agenda and working documents for the Session.

The Session will be conducted in [working languages of the committee/task force]. The Host Government, in collaboration with the Government of [*name of the hosting country*], will be responsible for providing interpreters whose curricula are to be cleared by the Chief FAO interpreter.

PART I - OPERATIONAL RESPONSIBILITIES OF FAO

A. Staff (at FAO's cost in accordance with FAO regulations)

FAO will:

1. Designate and make available the Secretary and Assistant Secretary of the Session, and other officers as may be required.
2. Bear all necessary costs of FAO staff provided, including salaries, subsistence allowances and travel to and from the Session.

B. Services

FAO will:

3. Arrange for the preparation of the draft report of the Session for adoption at the end of the Session.
4. Issue and distribute a report of the Session after its conclusion.

PART II- RESPONSIBILITIES OF THE HOST GOVERNMENT WITH REGARD TO PRIVILEGES AND IMMUNITIES FOR FAO/WHO AND PARTICIPANTS

The Host Government undertakes to:

4. Accord, for the purpose of the Session, to delegates and observers, and to FAO and WHO, its property, funds and assets as well as to FAO and WHO staff, all the privileges and immunities provided for in Article VIII, paragraph 4, and Article XVI, paragraph 2, of the Constitution and Rule XXXVIII-4 (Rule modified on 22 November 2009, ex article XXXVII) of the General Rules of the Organization, and specified in the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.
5. Grant visas and all necessary facilities to delegates, observers and consultants attending the Session.
6. Hold FAO, WHO and their staff harmless in respect of any claims by delegates and observers or by other third parties arising out of the Session, except where it is agreed by the Host Government, FAO and WHO that the claim arises from gross negligence or wilful misconduct of such staff.

PART III - OPERATIONAL RESPONSIBILITIES OF THE HOST GOVERNMENT

A. Staff

The Host Government will:

7. Appoint a Liaison Officer who will be responsible for the coordination of local facilities and arrangements for the Session.
8. Make available local typists, photocopier machines and related assistance and services required for the conduct of the Session.
9. Make available, in coordination with the Government of the [*name of hosting country*], qualified interpreters for the simultaneous interpretation into [*languages of the meeting*] and qualified translators for the translation of the draft report (for adoption at the end of the Session) and final reports of the Session (to report to the Commission) from [*languages*].

B. Facilities and Equipment

The Host Government will provide for:

10. One conference room, with seating and table space for [*approximate number*] persons and fully equipped for simultaneous interpretation according to the attached standards; [*number*] offices for the Secretariat adequately furnished and space for duplication and collation of documents.
11. Sufficient amount of personal computers with international keyboard, equipped with Word 2000 or later, Adobe Acrobat, Web browser and e-mail, and connected to printers, photocopying machines, duplicating facilities and other equipment as required.

C. Supplies and Services

The Host Government will provide:

12. Office supplies, stationery and paper as required, badges, country flags and name plates.
13. Facilities for local reproduction of in-session documents, including draft reports, needed for the Session.
14. Telephone, telefax and postal services within the co-hosting country, as well as Internet connection, for use by the Secretariat, free of charge, in connection with the work of the Session.
15. First-aid facilities for delegates, observers and staff.

D. Transport

The Host Government will:

16. Provide transport within the co-hosting country for delegates, observers and staff as required for the conduct of the Session, and especially transport from hotel to meeting site, depending upon local circumstances.