Seventeenth session
Cartagena de Indias, Colombia, 23-29 November 2007
Provisional agenda item 11

APPROVAL OF AGREEMENTS CONCLUDED BY THE ORGANIZATION

Note by the Secretary-General

The Secretary-General submits to the General Assembly his report on the agreements and working arrangements concluded with governments and with intergovernmental and non-governmental organizations, pursuant to the provisions of Article 12 of the Statutes.
APPROVAL OF AGREEMENTS CONCLUDED BY THE ORGANIZATION

1. Article 12 of the Statutes of the UNWTO stipulates the following in regard to the agreements concluded by the Organization:

"The Assembly may consider any question and make recommendations on any matter within the competence of the Organization. Its functions, other than those which have been conferred on it elsewhere in the present Statutes shall be:

...

(i) to approve, or to delegate the power to approve, the conclusion of agreements with governments and international organizations;

(m) to approve, or to delegate the power to approve, the conclusion of agreements with private organizations or private entities;

...

It is by virtue of these provisions that the following agreements and working arrangements concluded with governments and with intergovernmental organizations are submitted to the General Assembly.

I. AGREEMENTS CONCLUDED WITH GOVERNMENTS AND INTERGOVERNMENTAL ORGANIZATIONS

A. Framework Cooperation Agreement between Peru and the UNWTO

2. The UNWTO Secretary-General and H.E. Mr. Alfredo Ferrero Diez Canseco, the Peruvian Minister of Foreign Trade and Tourism, signed in February/March 2006, a framework cooperation agreement for the development of tourism products, sustainable-development planning, the preparation of strategies for tourism promotion marketing and research, and human resources training, as part of the National Tourism Strategic Plan.

B. Framework Cooperation Agreement between El Salvador and the UNWTO

3. The UNWTO Secretary-General and H.E. Mr. José Rubén Alonso Rochi Parker, Minister of Tourism of El Salvador, signed in June 2006 a framework cooperation agreement for the preparation of an economic and social development strategy.

C. Memorandum of Understanding between the Republic of Korea and UNWTO

4. The UNWTO Secretary-General and H.E. Mr. Kim Myung Gon, Minister of Culture and Tourism of Korea, signed on 15 June 2006 a memorandum of understanding for the development of tourism promotion, training and research projects by universities of the Asia-Pacific region, thanks to the patronage of the Republic of Korea.
D. Memorandum of Understanding between the UNWTO and the Andean Community

5. On 19 April 2006, the Secretary-General and Mr. Allan Wagner Tizón, Secretary-General of the Andean Community signed a memorandum of understanding on technical cooperation for the development of tourism in the Andean countries.

E. Cooperation Agreement between the UNWTO and the Regional Office for South America of the World Conservation Union

6. The Secretary-General and Ms. María Fernanda Espinosa, Regional Director of IUCN-South America signed on 24 October 2006, a cooperation agreement in the area of nature conservation, sustainable tourism and poverty reduction.

F. Framework Cooperation Agreement between UNWTO and the Iberoamerican Secretariat (SEGIB)

7. On 22 October 2007, the Secretary-General and Mr. Enrique Iglesias, Secretary-General of SEGIB, signed a framework agreement for carrying out cooperation activities with a view to tourism development in the Iberoamerican countries.

II. AGREEMENT CONCLUDED WITH A LOCAL PUBLIC ENTERPRISE

G. Memorandum of Understanding between UNWTO and the public enterprise Turismo Andaluz, S.A.

8. On 3 July 2006, in Seville, the Secretary-General and Mr. Paulino Plata Cánovas, President of Turismo Andaluz, signed a memorandum of understanding in the area of the exchange of statistical data and expertise, as well as the dissemination of technology projects in Latin America. It also provides for the funding of internships by Turismo Andaluz and the holding of international meetings and congresses at the facilities of the enterprise.

III. AGREEMENTS CONCLUDED WITH NON-GOVERNMENTAL ORGANIZATIONS

H. Memorandum of Understanding among SNV (Netherlands Development Organization), GTZ (German Technical Cooperation), and DGCID (Direction générale de la coopération internationale et du développement), France

9. On 30 November 2005 in Dakar, Senegal, the Secretary-General and the representatives of the three institutions signed a memorandum of understanding for the purpose of making official the existence of the network they have created with the aim of contributing to poverty reduction.
I. Memorandum of Understanding between UNWTO and the Sun Yat-Sen University

10. On 15 December 2005, the UNWTO Regional Representative for Asia, on behalf of the Secretary-General, and Dr. Bao Jigang, Dean of the Sun Yat-Sen University signed a memorandum of understanding with a duration of five years, with a view to undertaking tourism promotion and research activities. The memorandum provides for, among other things, the joint publication of a report on the development of community-based tourism in China and the preparation of a research programme in the area of regional planning.

J. Agreement between the European Travel Commission and the UNWTO

12. In March 2006 in Madrid, the Secretary-General and Mr. Rob Franklin OBE, Executive Director of the Commission, agreed to work jointly in the area of marketing, studies and seminars to reinforce the promotion and the development of tourism.

K. Memorandum of Understanding between UNWTO and Open Travel Alliance (OTA)

12. By an exchange of letters, the Secretary-General and Mr. John Turato, President of the Alliance, signed in March 2006, a memorandum of understanding for the establishment of a public-private partnership with a view to the adoption of the OTA’s specifications in the area of travel technology.

L. Cooperation Agreement between UNWTO and Microsoft Corporation

13. The cooperation and partnership agreement signed on 11 July 2006, by the Secretary-General and Mr. Gerri T. Elliot, Vice-President of Microsoft, provides for programmes in the area of e-tourism for development in favour of societies and communities, notably, those of developing countries.

M. Agreement between UNWTO and Strategic Business Meeting, S.A. (SBM)

14. By virtue of this agreement, signed on 18 August 2006, between the Secretary-General and Mr. Claude Miffon, Administrator of SBM, the UNWTO undertakes, for a period of three years, renewable, to become the official partner of the TourismAfrica exhibition and its related meetings.

N. Memorandum of Understanding between UNWTO and the International Centre for International Mountain Development (ICIMOD)

15. In January 2007, the Secretary-General and Mr. Gabriel Campbell, Director General of ICIMOD, signed a memorandum of collaboration for the sustainable development and promotion of mountain zones for the benefit of local communities and with a view to preserving the environment.
O. Cooperation Agreement between UNWTO and the World Youth Student and Educational Travel Confederation

16. The UNWTO and the Confederation signed on 1 February 2007 a cooperation agreement whereby they undertook to jointly carry out research and promotion activities relating to youth and student tourism.

P. Memorandum of Understanding between UNWTO and the Foundation for Environmental Education (FEE)

17. On 1 February 2007, the Secretary-General and Mr. Jan Eriksen, President of the Foundation, signed a memorandum of understanding with a view identifying and developing sustainable development and environmental education programmes and activities.

Q. Framework Agreement between UNWTO and the University of Valencia

18. On 11 May 2007 in Valencia, the Secretary-General and Mr. Francisca Tomás Vert, Rector of the University, signed through the intermediation of the Themis Foundation, a collaboration agreement with a view to promoting the exchange of expertise in the field of education and research and the preparation of joint programmes.

R. Memorandum of Understanding between UNWTO and the World Wide Fund for Nature (WWF)

19. On 14 May in Phnom Penh, Cambodia, the Secretary-General and Mr. Teak Seng, Director for Cambodia of the WWF, signed a memorandum of collaboration for the sustainable development and the promotion of ecotourism and nature tourism for the benefit of local communities and in order to preserve the environment.

S. Cooperation Agreement between UNWTO and the Tsingtao Brewery Company, Ltd.

20. In April/May 2007, the UNWTO Secretary-General and Mr. Jin Zhi Guo, President of the Brewery signed a cooperation agreement with a view to reducing poverty through tourism. A strategic cooperation framework will also be established within the framework of the Millennium Development Goals of the United Nations.

T. Memorandum of Understanding between UNWTO and the World Centre of Excellence for Destinations (CED)

21. On 12 June 2006, the Secretary-General and Mr. André Vallerand, President of the CED, signed a memorandum of understanding whereby the UNWTO and the CED undertake to collaborate in order to create strategies and disseminate know-how and good practices to help tourism destinations achieve excellence.
U. Cooperation between UNWTO and the International Forum of Travel and Tourism Advocates (IFTTA)

22. By exchange of letters on 30 August 2007, the Secretary-General and Mr. Dov Kolani, President of the Forum, decided to establish and bring up to date a common multilingual glossary of legal terms in the area of travel and tourism, within the framework of TOURISTERM and the legal taxonomy of tourism terms of IFTTA.

V. Memorandum of Understanding between UNWTO and Ritsumeikan Asia Pacific University

23. On 12 September 2007, the Secretary-General and Prof. Monte Cassim, President of the Ritsumeikan Asia Pacific University signed a memorandum of understanding, with a duration of five years, with a view to the publication of a monograph on the principal tourism trends in Japan and worldwide trends that affect this country. The University will also cooperate with the Regional Support Office for Asia and the Pacific.
CONVENIO MARCO DE COOPERACION ENTRE LA
ORGANIZACIÓN MUNDIAL DEL TURISMO Y EL
MINISTERIO DE COMERCIO EXTERIOR Y
TURISMO DE LA REPUBLICA DEL PERÚ
CONTENIDO DEL CONVENIO MARCO DE COOPERACION ENTRE LA ORGANIZACIÓN MUNDIAL DEL TURISMO Y EL MINISTERIO DE COMERCIO EXTERIOR Y TURISMO DE LA REPUBLICA DEL PERÚ

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CONVENIO MARCO DE COOPERACIÓN ENTRE LA ORGANIZACIÓN MUNDIAL DEL TURISMO Y EL MINISTERIO DE COMERCIO EXTERIOR Y TURISMO DE LA REPÚBLICA DEL PERÚ

PARTES

POR UNA PARTE, FRANCESCO FRANGIALLI, Secretario General de la Organización Mundial del Turismo en nombre y representación de la ORGANIZACIÓN MUNDIAL DEL TURISMO, en adelante denominada “OMT”

Y, POR OTRA PARTE, ALFREDO FERRERO, Ministro de Comercio Exterior y Turismo, en nombre y representación del MINISTERIO DE COMERCIO EXTERIOR Y TURISMO DE LA REPÚBLICA DEL PERÚ, en adelante denominado “MINCETUR”

DECLARAMOS:

CONSIDERANDOS

I. Que el Turismo es una actividad capaz de crear riqueza, generar empleo, descentralizar el desarrollo, promover al individuo y sus comunidades, permitiendo mejorar rápida y transversalmente los índices de desarrollo humano y por ende erradicar la pobreza.

II. Que la OMT es un organismo especializado de las Naciones Unidas, cuya misión es fomentar y desarrollar el turismo como instrumento importante para la paz y el entendimiento mundial, el desarrollo económico y el comercio internacional.

III. Que el MINCETUR es el organismo rector de la actividad turística en la República del Perú, encargado de definir, dirigir, ejecutar, coordinar y supervisar la política de turismo a fin de impulsar su desarrollo sostenible.

IV. Que ambas partes al perseguir un mismo interés desean mantener una colaboración técnica, basada en la igualdad y asistencia mutua.

En consecuencia, la OMT y el MINCETUR, con base en sus respectivas competencias, convienen en suscribir y dar efectivo cumplimiento al presente CONVENIO MARCO DE COOPERACIÓN que se regirá bajo las cláusulas siguientes:

Convenio OMT – MINCETUR 2006
I. OBJETIVO

El objetivo del presente Convenio es acordar los términos de la cooperación que la OMT brindará al MINCETUR en las actividades que éste realizará a corto, mediano y largo plazo, como Miembro Efectivo de la OMT, en el marco de una estrategia de desarrollo económico y social a través del Turismo. En tal sentido, ambas partes se comprometen a prestarse mutua cooperación en la esfera de sus respectivas competencias legales, de conformidad con los términos del presente Convenio y de los acuerdos específicos que ambas partes suscriban.

II. ALCANCE Y TÉRMINOS DE COOPERACIÓN

La asistencia técnica que preste la OMT al MINCETUR se hará teniendo en cuenta las siguientes actividades:

1. Ayuda al fortalecimiento de la capacidad institucional del MINCETUR.
2. Apoyo en la conformación de estructuras organizativas locales.
3. Cooperación en la consolidación y desarrollo del Plan Estratégico Nacional de Turismo - PENTUR.
4. Cooperación en la consolidación y desarrollo del Plan Nacional de Calidad Turística - CALTUR, elaborado en el marco del PENTUR.
5. Asistencia en el desarrollo de productos turísticos.
6. Asistencia en el proceso de planificación del desarrollo sostenible del turismo.
7. Formulación y aplicación de estrategias apropiadas de investigación, mercadeo y promoción turística.
8. Programas de capacitación turística.
9. Apoyo en la gestión de obtención de cooperación internacional para el desarrollo de proyectos turísticos.
10. Asistencia en la organización institucional de las Organizaciones de Gestión de Destinos identificadas en el marco del PENTUR y en la capacitación de los recursos humanos responsables de la gestión de los destinos turísticos.

Las actividades anteriormente enumeradas constituyen el marco general del presente Convenio, y se irán desarrollando previa suscripción de los acuerdos específicos que las partes determinen.
III. OBLIGACIONES

Con el propósito de dar efectivo cumplimiento al objeto del presente Convenio, ambas partes se comprometen a cumplir con las siguientes obligaciones:

OBLIGACIONES DEL MINCETUR

a) Proveer a la OMT de toda la información necesaria para la ejecución de las actividades identificadas en el presente Convenio.

b) Designar al personal idóneo para recibir las capacitaciones

c) Dar seguimiento y cumplimiento a las diversas actividades previstas en el presente Convenio de acuerdo con los lineamientos emanados por la OMT.

OBLIGACIONES DE LA OMT

a) Tener en cuenta el Plan Estratégico Nacional de Turismo – PENTUR, de la República del Perú, como un ejemplo de desarrollo social y como un instrumento de erradicación de la pobreza

b) Brindar al MINCETUR la asistencia técnica en el desarrollo de las actividades previstas en el Numeral II del presente Convenio.

c) Proporcionar acceso a los programas impulsados por la OMT para el desarrollo del turismo.

d) Destinar –en la medida de sus posibilidades– a personal capacitado para brindar la asistencia técnica en las diferentes actividades.

IV. ACTIVIDADES DE EJECUCIÓN

En el marco del presente Convenio de Cooperación las partes acordarán la ejecución de las diferentes actividades específicas de cooperación, formalizadas mediante anexos de ejecución, en los que se precisará: objetivos, metas, costos, personal responsable, y demás alcances de la misma, y cualquier otra disposición apropiada y conveniente para el adecuado cumplimiento del Convenio.
V. COORDINACIÓN DE LA GESTIÓN

El MINCETUR y la OMT designarán cada uno, una persona, que será el coordinador de cada parte, que serán responsables de dar el debido seguimiento a la ejecución de cada uno de los proyectos a desarrollarse y que estarán encargados de canalizar e implementar las recomendaciones que consideren apropiadas para alcanzar el mejor cumplimiento de los objetivos del presente Convenio.

VI. PLAZO

El plazo del presente Convenio será de tres años, el cual contará a partir del día de su suscripción.

VII. RESOLUCIÓN

El presente Convenio se podrá resolver por mutuo acuerdo de las partes, o por decisión unilateral de cualquiera de ellas, la cual deberá ser comunicada a la otra parte con seis meses de anticipación.

La resolución del presente Convenio no afectará a las actividades y proyectos en desarrollo, cuyas acciones continuarán hasta su total conclusión.

En fe de lo cual suscribimos el presente convenio en cuatro ejemplares, en la ciudad de Madrid, a los 24 días del mes de febrero de dos mil seis, y en la ciudad de Lima el día 1° de marzo de dos mil seis.

Por la OMT  
Francesco Frangialli

Por el MINCETUR  
Alfredo Ferrero
CONVENIO MARCO DE COOPERACIÓN
ENTRE LA ORGANIZACIÓN MUNDIAL
DEL TURISMO Y LA CORPORACIÓN
SALVADOREÑA DE TURISMO
CONTENIDO DEL CONVENIO MARCO DE COOPERACIÓN ENTRE LA ORGANIZACIÓN MUNDIAL DEL TURISMO, EL MINISTERIO DE TURISMO DEL GOBIERNO DE LA REPÚBLICA DE EL SALVADOR Y LA CORPORACIÓN SALVADOREÑA DE TURISMO

PARTES
CONSIDERANDOS

CLAÚSULA I. OBJETIVOS
CLAÚSULA II. ALCANCE Y TÉRMINOS DE LA COOPERACIÓN
CLAÚSULA III. OBLIGACIONES
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PARTES

POR UNA PARTE, FRANCESCO FRANGIALLI, Secretario General de la Organización Mundial del Turismo en nombre y representación de la ORGANIZACION MUNDIAL DEL TURISMO, en adelante denominada “OMT”

Y POR OTRA PARTE, JOSE RUBÉN ALONSO ROCHE PARKER Ministro de Turismo del MINISTERIO DE TURISMO DE LA REPÚBLICA DE EL SALVADOR, en adelante denominado “MITUR” y a la vez actuando como Presidente de la CORPORACION SALVADOREÑA DE TURISMO, en adelante denominada CORSATUR,

DECLARAMOS:

CONSIDERANDOS

I. Que el Turismo es una actividad exitosa, capaz de crear riqueza, generar empleo, descentralizar el desarrollo, promover al individuo y sus comunidades, permitiendo mejorar rápida y transversalmente los índices de desarrollo humano y por ende erradicar la pobreza.

II. Que la OMT es una agencia de las Naciones Unidas, cuya misión es fomentar y desarrollar el turismo como instrumento importante para la paz y el entendimiento mundial, el desarrollo económico y el comercio internacional
III. Que MITUR y CORSATUR, como entes encargados del turismo cuyas finalidades son elaborar, formular, planificar y ejecutar la política y plan nacional de turismo de la República de El Salvador y cuyo objetivo es promover el desarrollo económico y social del país.

IV. Que ambas entidades al perseguir un mismo interés desean mantener una colaboración técnica, basada en la igualdad y asistencia mutua.

En consecuencia, la OMT y el MITUR Y CORSATUR, con base en las respectivas competencias, convienen en suscribir y dar efectivo cumplimiento al presente CONVENIO MARCO DE COOPERACION que se regirá bajo las cláusulas siguientes:

I. OBJETIVO

El objetivo del convenio es la cooperación por parte de OMT, que se traducirá en un apoyo de carácter técnico a actividades a corto, mediano y largo plazo, realizada por el MITUR Y CORSATUR, encaminadas a una estrategia de desarrollo económico y social para El Salvador. Ambas partes se comprometen a prestarse cooperación entre sí, en la esfera de sus respectivas competencias legales, de conformidad a este acuerdo marco y a acuerdos específicos que sean aprobados y firmados por los representantes de ambas entidades.
II. ALCANCES Y TERMINOS DE COOPERACION

La asistencia técnica prestada por OMT se hará en los términos siguientes:

- Implementar en El Salvador el Plan Piloto de Seguridad Turística
- Crear los marcos legales coherentes para el desarrollo del turismo sostenible a largo plazo
- Preparar planes directores de desarrollo turístico nacionales y regionales
- Ayudar al fortalecimiento de la capacidad institucional del Ministerio y de sus instituciones
- Apoyar a la conformación de estructuras organizativas locales
- Asistir en el proceso de planificación de desarrollo sostenible
- Formular y aplicar estrategias apropiadas de investigación, mercadeo y promoción
- Asistir en el desarrollo de productos turísticos, como por ejemplo agroturismo, ecoturismo, turismo rural, etc.
- Elaborar programas de capacitación
- Desarrollar y promocionar la imagen del país
- Gestionar el apoyo de la cooperación internacional para el desarrollo de proyectos.

Se sobreentiende que la enumeración anterior constituye el marco global del convenio, que se irá desarrollando por medio de proyectos específicos, determinados para ambas partes.

III. OBLIGACIONES

Con el propósito de dar efectivo cumplimiento al objeto del presente convenio, ambas partes se comprometen a realizar las actividades siguientes:
Obligaciones del MITUR-CORSATUR

a) Proveer a la OMT de toda la información necesaria para la ejecución de los proyectos, para cumplir con los términos del presente convenio
b) Designar al personal idóneo para recibir las capacitaciones
c) Adquirir el compromiso de dar seguimiento y cumplimiento a los diversos proyectos, de acuerdo con los lineamientos emanados por la OMT.
d) Cubrir los costos y gastos necesarios para la implementación y/o ejecución de los programas que se llevaran a cabo, incluyendo gastos de alimentación, transporte, alojamiento de consultores y expertos de la OMT.

Obligaciones de la OMT

a) Implementar en El Salvador el Proyecto de Seguridad Turística
b) Dar el apoyo en las diferentes áreas enmarcadas en el presente convenio
c) Proporcionar acceso a los programas impulsados por la OMT para el desarrollo del turismo.
d) Destinar –en la medida de sus posibilidades– a personal capacitado para brindar asistencia en los diferentes proyectos.

IV. PROYECTOS DE EJECUCION

En el marco del presente convenio de cooperación las instituciones acordarán la ejecución de los diferentes proyectos específicos de cooperación, formalizados mediante anexos de ejecución, en los que se precisará: objetivos, metas, costos, personal responsable, y demás alcances del proyecto y cualquier otras disposición apropiada y conveniente para el adecuado cumplimiento del acuerdo.
V. COORDINACION DE LA GESTION

MITUR y la OMT, designarán cada uno una persona, que serán los coordinadores de cada parte y responsables de dar el debido seguimiento a la ejecución de cada uno de los proyectos a desarrollarse, encargándose de canalizar e implementar las recomendaciones que consideren apropiadas para alcanzar el mejor cumplimiento de los objetivos del presente convenio.

VI. PLAZO

El plazo del presente convenio será por un plazo de tres años, el cual contará a partir del día de su firma.

VII. TERMINACION

Este convenio se podrá dar por terminado por mutuo acuerdo de las partes, y unilateralmente por cualquiera de ellas, comunicándolo a la otra con seis meses de anticipación.

La terminación no afectará a los programas y proyectos en desarrollo, cuyas acciones continuarán hasta su total conclusión.

En fe de lo cual suscribimos el presente convenio en dos ejemplares, en las ciudades de

- Madrid a los nueve días del mes de junio de dos mil seis
- San Salvador a los quince días del mes de junio de dos mil seis

Francisco Frangialli
OMT

José Rubén Rochi Parker
MITUR y CORSATUR
MEMORANDUM OF UNDERSTANDING
ON
THE COLLABORATION IN TOURISM ACTIVITIES
IN ASIA AND THE PACIFIC
BETWEEN THE WORLD TOURISM ORGANIZATION AND
THE MINISTRY OF CULTURE AND TOURISM
OF THE REPUBLIC OF KOREA

PREAMBLE

By signing this Memorandum of Understanding (MOU), the World Tourism Organization (UNWTO) and the Ministry of Culture and Tourism (MCT) of the Republic of Korea (hereinafter referred to as the "Sides"). agree to collaborate in activities relating to tourism in the Asia-Pacific region.

TERMS OF AGREEMENT

PARAGRAPH 1
The Sides take note of the significance of the Asia-Pacific region to the global tourism market and collaborate for expanding exchanges in the region by assisting with tourism promotion activities, improving understanding and building peace.

PARAGRAPH 2
The Sides will carry out projects such as tourism promotion and marketing assistance, participation in training program, research and study on tourism outlook, and cooperative activities with universities in Asia-Pacific region sponsored by the Republic of Korea.

PARAGRAPH 3
The UNWTO Regional Representation for Asia and the Pacific will organize the overall collaborative projects ranging from the establishment of basic plans to their execution with consent obtained from the MCT. If deemed necessary in the process of the consent, the UNWTO may consult with the UNWTO ST-EP Foundation.
PARAGRAPH 4
The logo of the MCT together with that of the UNWTO will be used in the events and the publications relating to the cooperative activities.

PARAGRAPH 5
The UNWTO will report to the MCT on the activity result upon completion of the activities.

PARAGRAPH 6
This Memorandum of Understanding will come into effect on the date of signing.

This Memorandum of Understanding will be done in duplicate in the English and Korean languages with each side retaining one original signed copy for record, the two texts being equally authentic.

IN WITNESS THEREOF, the signing parties have herewith set their hands on this day of 15 June 2006 at Seoul, Republic of Korea.

Francesco FRANGIALLI
Secretary General
World Tourism Organization

KIM Myung Gon
Minister of Culture and Tourism
Republic of Korea
대한민국 문화관광부와 세계관광기구간
아시아·태평양 지역 관광활동 협력에 관한 양해각서

서 문

이 양해각서에 서명함으로써, 대한민국 문화관광부와 세계관광기구 (이하 “양자”라 함)는 아시아·태평양 지역 관광 관련 활동에 대해 협력
하기로 합의한다.

합의사항

제1항
양자는 아시아·태평양 지역이 세계 관광시장에서 차지하는 중요성에
주목하고 지역 내 관광 진흥 활동 지원을 통한 교류 확대, 이해 증진
그리고 평화 구축을 위해 공동으로 협력한다.

제2항
양자는 대한민국의 기여를 통해 아시아·태평양 지역의 관광 홍보 및
마케팅 지원, 관광연수 참가, 지역 내 관광등록 연구, 역내 대학과의
공동프로젝트 등의 사업을 실행한다.

제3항
본 협력사업은 세계관광기구 내 아시아·태평양 지역 대표부가 문화
관광부의 동의를 얻어 기본계획 수립부터 실행까지 사업의 전반을 주관
한다. 단, 필요한 경우 UNWTO ST-EP 제단과 협의할 수 있다.
제4항
문화관광부의 로고는 세계관광기구의 로고와 더불어 본 협력사업에 관련되는 이벤트 및 출판물에 함께 사용된다.

제5항
세계관광기구는 사업 종료 후 활동 결과를 문화관광부에 보고한다.

제6항
이 양해각서는 서명한 당일로부터 그 효력이 발생한다.

이 양해각서는 한국어, 영어로 각 2등을 작성하여 각자 1통씩 보관하기로 하며, 양쪽 언어본을 동일하게 정식으로 간주한다.

이상의 증거로, 이 양해각서는 2006. 6. 15 대한민국 서울에서 서명되었다.

[서명]
대한민국 문화관광부장관
김명곤

세계관광기구 사무총장
Francesco Frangialli
MEMORANDO DE ENTENDIMIENTO PARA LA COOPERACIÓN TÉCNICA Y EL DESARROLLO DEL TURISMO ENTRE
LA ORGANIZACIÓN MUNDIAL DEL TURISMO
Y
LA SECRETARÍA GENERAL DE LA COMUNIDAD ANDINA

Por un lado, la Organización Mundial del Turismo, Organismo Especializado de Naciones Unidas para el Turismo, en adelante la OMT, domiciliada en ciudad de Madrid, España, en la calle Capitán Haya 42, representada por su Secretario General, Señor Francesco Frangialli; y, por otro, la Secretaría General de la Comunidad Andina, domiciliada en ciudad de Lima, Perú, en Paseo de la República 3875, San Isidro, denominada en adelante la Secretaría General, representada por su Secretario General, Embajador Allan Wagner Tizón,

Ambos firmantes intervienen en la representación y con las facultades que sus respectivos cargos le confieren, reconociéndose recíprocamente capacidad y legitimación para otorgar y firmar el presente Memorando de Entendimiento para la Cooperación Técnica y el Desarrollo del Turismo y en su virtud exponen,

RECONOCIENDO:

Que el turismo constituye una actividad que promueve la paz, el progreso y el desarrollo económico y social de los países;

Que la actividad turística ha registrado un importante crecimiento y expansión en los últimos años y constituye una fuente importante de generación de empleos, inversiones e ingresos, en particular en los países en desarrollo;

Que es prioritario promover su desarrollo ordenado y sostenible, sobre la base del desarrollo y promoción de normas internacionales, de una estrecha cooperación entre el sector público y el sector privado y de análisis y evaluaciones técnicas rigurosas que garanticen la aplicación de políticas públicas consistentes y estable en el tiempo, la optimización en la utilización de los recursos asignados a la promoción del turismo en los distintos países y mejoras en la gestión de los operadores privados;

Que es obligación de los organismos especializados en materia de desarrollo productivo e integración económica y del turismo definir los mecanismos que permitan aprovechar de manera óptima los recursos de los que están dotados en aras de promover acciones que favorezcan la lucha contra la pobreza y el desarrollo sostenible;
Que la OMT ejerce un liderazgo mundial en el suministro de orientación política y en el ámbito del conocimiento y del análisis económico y medioambiental del turismo; y, contribuye a la difusión de iniciativas de inversión y desarrollo y de programas sobre calidad del desarrollo turístico, lo que hace que su experiencia y cooperación tenga un especial interés para los países andinos, al tiempo que busca la comprensión internacional, la paz, la prosperidad y el respeto universal y la observancia de los derechos humanos y las libertades fundamentales para todos, sin distinción de raza, sexo, lengua o religión;

Que la Secretaría General tiene como uno de sus principales objetivos apoyar la promoción del desarrollo económico y social de los países andinos en base a mecanismos y procedimientos que contribuyan eficazmente al logro de dichas metas;

Que es afán de la Secretaría General y de la OMT promover la cooperación interinstitucional en ámbitos vinculados a la capacitación de expertos nacionales de los países andinos y al apoyo técnico de expertos de ambas Organizaciones en actividades y proyectos que requieran los distintos ámbitos de su gestión a nivel internacional;

Que es de interés de ambas Organizaciones consolidar una plataforma de encuentro, discusión y reflexión internacional en torno al turismo a nivel internacional y en los países andinos, sobre todo por constituir una actividad sustentable y efectiva en la lucha contra la pobreza;

Que la promoción de las actividades previstas en este Memorando constituye un soporte a las acciones de armonización y convergencia macroeconómica de los países andinos, en lo que está empeñada la Secretaría General, pues el turismo tiene un papel relevante en los procesos de estabilización y crecimiento económico;

ACUERDAN:

Suscribir el presente Memorando de Entendimiento para la Cooperación Técnica y el Desarrollo del Turismo, que tiene los siguientes propósitos:

1. **Objeto.**

Constituye el objeto de este Memorando propiciar la adopción de medidas de cooperación técnica entre la Secretaría General y la OMT, a fin de favorecer el desarrollo del turismo en los países andinos, en los ámbitos expuestos en el numeral 2 y para favorecer la capacitación de expertos de los países andinos y facilitar el apoyo de técnicos de ambas Secretarías en tareas vinculadas a las dos Organizaciones.

2. **Actividades**

Las actividades de cooperación a ser desarrolladas serán de alcance global y tendrán como referencia los siguientes ámbitos:
a) el diagnóstico de la realidad turística de la subregión andina;

b) la definición, evaluación y fortalecimiento de políticas de desarrollo del turismo en los países andinos y la promoción y el marketing interno y externo del turismo andino;

c) el intercambio de datos estadísticos y documentación para la realización de estudios y análisis desde la perspectiva de los proyectos desarrollados para la promoción del turismo por ambas Organizaciones y sus unidades de análisis y estadística del turismo;

d) el intercambio de experiencias y conocimiento en el ámbito de sistemas de apoyo a la calidad en las empresas turísticas, con énfasis en las medianas y pequeñas empresas (PYMES);

e) la aplicación del Código Ético Mundial para el Turismo en la subregión andina;

f) la lucha contra la pobreza mediante la identificación y ejecución de proyectos sobre desarrollo sostenible del turismo, de acuerdo con el programa STEP de la OMT;

g) la difusión y aplicación de proyectos específicos de contenido tecnológico a países andinos para el desarrollo del turismo;

h) la creación de una plataforma de encuentro, discusión y reflexión internacional sobre el turismo andino e internacional y el desarrollo de iniciativas conjuntas para la celebración de congresos o simposios de carácter internacional o subregional;

i) la implementación de la Cuenta Satélite de Turismo en la subregión andina;

j) la promoción de la interrelación entre las políticas turísticas y el transporte aéreo;

k) la búsqueda de recursos financieros que soporten el desarrollo de proyectos conjuntos; y,

l) la capacitación de expertos de los países andinos y el apoyo recíproco a nivel de expertos de la Secretaría General y de la OMT, entre otras actividades que puedan ser de interés mutuo de las Organizaciones firmantes y consensuadas oportunamente.

3. Definición y formalización de las actividades

Los firmantes se comprometen a precisar y actualizar las actividades cubiertas por el presente Memorando con una periodicidad anual, así como el presupuesto y las contribuciones financieras de las partes. La formalización se realizará mediante la firma de notas complementarias que se adjuntaran a su texto y que formaran parte integrante del mismo.
4. **Coordinación**

Ambos firmantes se comprometen a mantener una coordinación permanente a fin de aplicar adecuadamente este *Memorando*. Por parte de la OMT, la coordinación la llevará a cabo la Representación Regional para las Américas y por parte de la Secretaría General, la Coordinación de Políticas Macroeconómicas y Servicios.

7. **Vigencia**

El presente *Memorando* comenzará a aplicarse desde el día siguiente al de su firma y tendrá una duración de cinco años, prorrogables automáticamente por iguales periodos de tiempo, salvo comunicación escrita de uno de los firmantes realizada con un mínimo de seis meses de antelación. No obstante, el fin de la aplicación del *Memorando* no afectará a la realización de los encargos y compromisos iniciados bajo su cobertura y cuya ejecución aún todavía no hubiese finalizado.

En cualquier caso, las previsiones relativas a la confidencialidad y a la autoría intelectual de los resultados subsistirán después del fin de la aplicación del presente *Memorando*.

8. **Conciliaciones**

Cualquier controversia que surja respecto a la interpretación, aplicación o cumplimiento de este *Memorando*, deberá resolverse mediante negociación directa entre las Partes. De no llegar a una solución satisfactoria para ambas Partes, éstas someterán sus diferencias a un procedimiento de arbitraje convenido de común acuerdo.

9. **Obligaciones de derecho internacional**

La cooperación prevista en el presente *Memorando* no genera obligaciones en el ámbito del Derecho Internacional Público.

Y en prueba de conformidad de cuanto antecede, firman el presente *Memorando* de *Entendimiento para la Cooperación y el Desarrollo del Turismo*, por triplicado ejemplar en la ciudades de Madrid, España, y Lima, Perú, a los diecinueve días del mes de abril del año dos mil seis.

**POR LA ORGANIZACIÓN MUNDIAL DE TURISMO**

Francesco Frangialli
Secretario General

**POR LA SECRETARIA GENERAL DE LA COMUNIDAD ANDINA**

Allan Wagner Tizón
Secretario General
ACUERDO DE COOPERACION ENTRE LA OFICINA REGIONAL PARA AMÉRICA DEL SUR DE LA UNIÓN MUNDIAL PARA LA NATURALEZA, UICN-SUR Y LA ORGANIZACIÓN MUNDIAL DEL TURISMO, OMT

Se suscribe este Acuerdo de Cooperación en la ciudad de Quito, el día 24 de Octubre de 2006 entre las Partes: la Oficina Regional para América del Sur de la Unión Mundial para la Naturaleza, en adelante UICN-SUR representada por la Sra. María Fernanda Espinosa Garcés, en su calidad de Directora Regional y la Organización Mundial del Turismo, en adelante OMT, representados por el Sr. Francesco Frangialli, Secretario General y la Sra. Doris Solís Carrión, Coordinadora Regional del Programa STEP (Turismo Sostenible y Erradicación de la Pobreza).

ANTECEDENTES

1. La Organización Mundial del Turismo es la única organización intergubernamental que representa un foro mundial en política y cuestiones turísticas. Desde el año 2003, es una Agencia Especializada de Naciones Unidas. Su sede se encuentra ubicada en Madrid, España. Actualmente OMT reúne a 150 países, 7 territorios y alrededor de 300 Miembros Afiliados, que representan al sector privado, a instituciones docentes, a asociaciones de turismo y a autoridades turísticas locales. A través del turismo, la OMT pretende estimular el crecimiento económico y la creación de empleo, incentivar la protección del medio ambiente y el patrimonio cultural y promover la paz, la prosperidad y el respeto por los derechos humanos. Conforme a la política que viene siguiendo desde su creación, la OMT se esfuerza por garantizar que sus Miembros se beneficien plenamente a través de diversas actividades regionales, reforzando la calidad y la eficacia de la cooperación para el desarrollo.

2. En 2004, la OMT puso en marcha el Programa STEP, destinado a promover proyectos y actividades turísticas orientados a la reducción de la pobreza. El Programa STEP cuenta con una Coordinación regional Andina y para los países de América del Sur, cuya sede se encuentra en Quito- Ecuador que fue establecida en agosto 2005, en la sede de Naciones Unidas.

3. En 2004, la OMT puso en marcha el Programa STEP, destinado a promover proyectos y actividades turísticas orientados a la reducción de la pobreza. El Programa STEP cuenta con una Coordinación regional Andina y para los países de América del Sur, cuya sede se encuentra en Quito- Ecuador que fue establecida en agosto 2005, en la sede de Naciones Unidas.
4. La Unión Mundial para la Naturaleza, fundada en 1948 agrupa a Estados soberanos, agencias gubernamentales y una diversa gama de organizaciones no gubernamentales, en una alianza única que cuenta con alrededor de mil miembros diseminados en 142 países. Como Unión, la UICN busca influenciar, alentar y ayudar a los pueblos de todo el mundo a conservar la integridad y la diversidad de la naturaleza, y a asegurar que todo uso de los recursos naturales sea equitativo y ecológicamente sustentable. La oficina regional para América del Sur de UICN (UICN-SUR) tiene como sede la ciudad de Quito, Ecuador y fue establecida en octubre de 1991.

5. La UICN-SUR contempla entre sus objetivos la colaboración con instituciones que trabajan sobre temas de medio ambiente, desarrollo sostenible, conservación de la biodiversidad, pueblos indígenas y equidad social.

6. Los representantes de ambas instituciones signatarios de este Acuerdo declaran su compromiso de suscripción del presente instrumento cuyo objeto es permitir el desarrollo de actividades específicas de cooperación institucional y cuyo marco regulador estará conformado por las siguientes cláusulas:

**CLAUSULAS**

**PRIMERA: OBJETIVO**

El presente Acuerdo tiene como objetivo establecer una cooperación institucional entre la UICN-SUR y la OMT, que contribuya a alcanzar sus respectivos objetivos en los campos de la conservación de la naturaleza, el turismo sostenible y la reducción de la pobreza y a la implementación de sus programas de trabajo en estas áreas. Las partes, de común acuerdo, programarán, darán seguimiento y evaluarán las actividades derivadas del presente instrumento.

**SEGUNDA: RESPONSABILIDADES DE LAS PARTES**

Las partes serán responsables en forma institucional de las actividades a ejecutarse de manera conjunta en el marco del presente Acuerdo, para lo cual designarán al personal necesario para atender los requerimientos específicos del mismo. Por tanto se comprometen a:
a) Desarrollar, ejecutar y evaluar en coordinación el trabajo de proyectos e iniciativas de corto y mediano plazo en las áreas temáticas propuestas.

b) Comprometer esfuerzos conjuntos en la realización de actividades acordadas así como en la identificación de fuentes financieras a nivel nacional e internacional.

c) Efectuar la difusión de los resultados y productos en forma conjunta.

TERCERA: AREAS DE COOPERACIÓN

Las áreas de cooperación serán todas aquellas que contribuyan a la realización de los objetivos señalados en la cláusula primera, especialmente las referidas a:

- La inclusión de los principios de turismo sostenible del Convenio de Diversidad Biológica y del Código Ético Mundial del Turismo.
- La información y fortalecimiento de capacidades de los pueblos indígenas y las comunidades locales en temas de fortalecimiento de sus sistemas de conocimiento tradicional a fin de capacitarlos para establecer actividades turísticas sostenibles.
- La información y el fortalecimiento de capacidades sobre los marcos regulatorios regionales e internacionales sobre acceso a recursos genéticos, conocimiento tradicional y distribución de beneficios derivados del turismo.
- La contribución que el turismo sostenible al interior o a proximidad de áreas naturales puede hacer en materia de reducción de la pobreza.
- La inclusión de aspectos de equidad de género en las iniciativas de turismo sostenible a escala regional y nacional.
- El apoyo en estudios de factibilidad, impacto y precaución para iniciativas de turismo sostenible.
- Apoyo técnico y fortalecimiento de capacidades en temas de turismo sostenible en áreas protegidas con la participación de la Comisión Mundial de Areas Protegidas de UICN y su grupo de especialistas en turismo.
- El análisis de las contribuciones del turismo sostenible a la revitalización de las culturas y conocimientos tradicionales y al cumplimiento de los Objetivos del Milenio y sugerencias de políticas públicas para la región.
- El Trabajo conjunto de las dos instituciones frente a las autoridades políticas a nivel nacional y regional en temas de turismo sostenible.
- La Divulgación y difusión de información relevante a los actores sociales involucrados en estos temas.
Para el trabajo específico en las áreas de colaboración, las Partes han considerado los siguientes proyectos e iniciativas de corto y mediano plazo:

- Apoyo en la transversalización del enfoque de género y de ambiente en el Proyecto de Microempresas Turísticas y Alivio de la Pobreza que la OMT ejecuta en Ecuador.
- Apoyo en el fortalecimiento de capacidades de las comunidades locales sobre protección al conocimiento tradicional y acceso a recursos genéticos en el marco de proyectos que la OMT esté realizando.
- Apoyo de la OMT en el proyecto de la Gran Ruta Inca que está realizando la UICN para lograr la participación de las comunidades locales en las actividades de turismo sostenible en dichas zonas.
- Apoyo y participación para el Segundo Simposio de Mujeres Indígenas, Territorialidad y Biodiversidad organizado por UICN (Septiembre, 2006) en el tema de Turismo Sostenible.
- Realización Conjunta del Seminario Andino de Capacitación en Turismo Sostenible y Alivio de Pobreza en Áreas Protegidas (Quito, Octubre 2006).
- Inclusión de un Simposio de Turismo Sostenible en áreas protegidas en el Congreso Latinoamericano de Áreas Protegidas coordinado técnicamente por UICN (Bariloche, Septiembre 2007).

CUARTA: PROCEDIMIENTOS DE EJECUCION

Para la ejecución del presente Acuerdo, las Partes observarán los siguientes lineamientos:

a) La ejecución de acciones específicas en las áreas de colaboración conjunta que se han mencionado en el presente Acuerdo se regirá por medio de Cartas de Entendimiento o Contratos de Operación que deberá detallar, en cada caso, los objetivos; medios de acción; formas de participación; obligaciones de cada Parte; contribuciones técnicas, financieras, de recursos humanos y otros; presupuestos, incluyendo los costos de supervisión técnica y apoyo institucional que correspondan y demás elementos que aseguren el normal y adecuado cumplimiento de lo que se pacte.

b) Las Cartas de Entendimiento o Contratos de Operación específicos a que se alude en el presente Acuerdo podrán celebrarse con la participación de otras entidades de cooperación técnica y de ayuda financiera; o entidades privadas cuyos objetivos sean compatibles con los de las Partes, si así se juzga conveniente y necesario.
Las Partes podrán realizar invitaciones para la participación de observadores en las reuniones que se celebren para estudiar asuntos de interés común.

d) Los que las Partes establecieren de manera expresa, en el futuro.

QUINTA: RECIPROCIDAD

Cada una de las Partes del Acuerdo se compromete a reconocer a las otras sus contribuciones para la ejecución de las actividades pactadas, en las publicaciones, informes, material informativo, mensajes y cualquier otro medio de difusión de estas actividades.

Todos los documentos, informes y nuevas publicaciones que se generen como producto directo de este Convenio deberán reconocer la participación de UICN-SUR y OMT.

En caso de que UICN-SUR y OMT publicaran conjuntamente un documento, ninguna de las partes podrá publicar ni reservarse para sí ningún derecho sobre los productos de este Convenio, sin autorización de la otra parte.

En caso de que una de las Partes desee difundir material relacionado con el producido en este Acuerdo o ejecutar una actividad en la que se realicen publicaciones, informes, material informativo, mensajes y cualquier otro medio de difusión de las actividades en el marco del presente Acuerdo podrá realizarlo previa solicitud escrita a la otra Parte.

SEXTA: VIGENCIA

El presente Acuerdo entrará en vigor en el momento de su firma y su vigencia será de tres años con la opción de renovación si las Partes así lo convienen.

Este Acuerdo podrá terminar anticipadamente por:

1. Acuerdo de las partes.
2. Incumplimiento manifiesto de las obligaciones derivadas del presente convenio.
3. Razones de fuerza mayor.

En estos casos, la parte que lo considere necesario, deberá notificar por escrito a la otra parte por lo menos con 45 días de anticipación.
SÉPTIMA: MODIFICACIÓN
Las partes podrán modificar el presente documento por mutuo acuerdo y deberán hacerlo por escrito con la firma correspondiente de las partes.

OCTAVA: CONTROVERSIAS
Si se presentaran controversias en la aplicación del presente Acuerdo, las partes resuelven arreglarlos amistosamente, mediante la intervención de sus respectivos representantes. En caso de que este acuerdo no fuera posible, se aplicarán las reglas de arbitraje de UNCITRAL vigentes al momento de la controversia. Las Partes acatarán el laudo arbitral resultante como solución definitiva de tal controversia o reclamo.

NOVENA: COMUNICACIONES
A todos los efectos del presente Acuerdo, las partes dirigirán cualquier comunicación, solicitud o requerimiento técnico o financiero a: la UICN-SUR en Av. de los Shyris 2680 & Gaspar de Villarroel, Edificio Mita - Cobadelsa, PH, Quito, Ecuador y a la OMT en Av. Amazonas 2889 y la Granja, Quito - Ecuador y en Capitán Haya, 42, 28020, Madrid, España.

Cualquier comunicación se considerará enviada desde el momento en que la correspondencia se entregue al destinatario a las direcciones y personas que se especifican a continuación:

**OMT (1)**
- **Contacto:** Doris Solis
- **Cargo:** Coordinadora Regional OMT-Programa STEP
- **Dirección:** Av. Amazonas 2889 y la Granja
- **Teléfono:** (5932) 2460 330 / 332
- **Fax:** (5932) 2461 960 / 961
- **E-mail:** doris.solis@undp.org

**OMT (2)**
- **Contacto:** Francesco Frangialli
- **Cargo:** Secretario General, OMT
- **Dirección:** Capitán Haya, 42, 28020 Madrid (España)
- **Teléfono:** (34) 915 678 100
- **Fax:** (34) 915 713 733
- **E-mail:** omt@unwto.org

**UICN-SUR**
- **Contacto:** Robert Hofstede
- **Cargo:** Coordinador Regional de Programa
- **Dirección:** Av. De los Shyris 2680 y Gaspar de Villarroel,
- **Teléfono:** 593 2 2261075 ext 206
- **Fax:** 593 2 2263075
- **E-mail:** robert.hofstede@sur.iucn.org
En prueba de conformidad se firman dos (3) ejemplares del mismo tenor y a un solo efecto en la Ciudad de Quito, a los 24 días del mes de Octubre del año dos mil seis, recibiendo cada parte su ejemplar.

Sra. María Fernanda Espinosa
Directora Regional
UICN-SUR

Sr. Francesco Frangialli
Secretario General OMT

Sra. Doris Solís Carrión
Coordinadora Regional Programa STEP
Países Andinos y América del Sur.

Aprobaciones
Cargo a Proyecto #
Firma Autorización
Firma Administrativa
Firma Financiera
ACUERDO MARCO DE COOPERACION PARA EL DESARROLLO
DEL TURISMO EN LA COMUNIDAD IBEROAMERICANA

ENTRE

LA ORGANIZACION MUNDIAL DEL TURISMO

Y

LA SECRETARIA GENERAL IBEROAMERICANA

La Organización Mundial del Turismo, Organismo Especializado de Naciones Unidas para el Turismo, en adelante la OMT, representada por su Secretario General, Señor Francesco Frangialli; y, la Secretaría General Iberoamericana, en adelante la SEGIB, representada por su Secretario General, Señor Enrique V. Iglesias, intervienen en la representación y con las facultades que sus respectivos cargos le confieren, reconociéndose recíprocamente capacidad y legitimación para otorgar y firmar el presente Acuerdo Marco,

RECONOCIENDO:

Que el turismo constituye una actividad que promueve la paz, el progreso y el desarrollo económico y social de los países, y contribuye a la lucha efectiva contra la pobreza;

Que la actividad turística constituye una fuente importante de generación de empleos, inversiones e ingresos, en particular en los países Iberoamericanos;

Que la OMT, organismo especializado de las Naciones Unidas, ejerce un liderazgo mundial en el diseño de políticas turísticas para promover y desarrollar el turismo con vistas a contribuir al desarrollo económico de los países iberoamericanos,

Que la SEGIB, en su carácter de órgano permanente de apoyo institucional, técnico y administrativo a la Conferencia Iberoamericana, tiene como objetivos:
a) contribuir al fortalecimiento de la Comunidad Iberoamericana y asegurarle una proyección internacional;
b) coadyuvar a la organización del proceso preparatorio de las Cumbres y de todas las reuniones iberoamericanas;
c) fortalecer la labor desarrollada en materia de cooperación, de conformidad con el Convenio de Bariloche; y
d) promover los vínculos históricos, culturales, sociales y económicos entre los países iberoamericanos, reconociendo y valorando la diversidad de sus pueblos.

Que es interés de ambas Organizaciones promover la cooperación interinstitucional en actividades y proyectos que impulsen el desarrollo sostenible del sector turístico de los países Iberoamericanos en desarrollo, incluyendo el fortalecimiento de sus capacidades institucionales y humanas, la promoción de inversiones y la difusión e implantación de mejores prácticas y estándares;

ACUERDAN:

Suscribir el presente Acuerdo Marco de Cooperación para el Desarrollo del Turismo en la Comunidad Iberoamericana, sujeto a las siguientes cláusulas:

Primera. Objeto

El presente Acuerdo Marco tiene por objeto realizar actividades de cooperación para favorecer el desarrollo del turismo en los países Iberoamericanos.

Segunda. Actividades

Las actividades de cooperación a ser desarrolladas en el espacio iberoamericano tendrán como referencia los siguientes ámbitos:

a) diagnóstico de la realidad turística;
b) desarrollo del área estadística, incluyendo la Cuenta Satélite de Turismo;
c) apoyo a las políticas y estrategias de planificación, desarrollo y gestión del turismo, incluyendo la mejora de la competitividad de los destinos turísticos;
d) lucha contra la pobreza a través del programa ST-EP de la OMT;
e) promoción y desarrollo del turismo comunitario y de turismo municipal o local;
f) fortalecimiento y mejora de los sistemas de gestión en las micro, pequeñas y medianas empresas turísticas (MIPYMES);

g) apoyo a la formulación y evaluación de políticas de promoción y marketing del turismo;

h) facilitación de una plataforma de encuentro de negocios y de reflexión internacional sobre el turismo en el espacio Iberoamericano;

i) aplicación del Código Ético Mundial para el Turismo;

j) capacitación y formación de funcionarios y gestores públicos y privados;

k) generación de una firme cultura turística en los países miembros de la Comunidad Iberoamericana; y

l) otros ámbitos que las Partes juzguen de interés.

Tercera. Definición y formalización de las actividades

Los firmantes se comprometen a precisar y actualizar las actividades cubiertas por el presente Acuerdo Marco así como a acordar el presupuesto que se asigna a cada una de ellas para financiar dichas actividades con una periodicidad anual. La formalización se realizará mediante la firma de cartas, notas o protocolos complementarios que se adjuntaran a su texto y que formaran parte integrante del mismo.

Cuarta. Coordinación

Las Partes firmantes se comprometen a mantener una coordinación permanente para aplicar adecuadamente este Acuerdo Marco. Por parte de la OMT, la coordinación la llevará a cabo la Representación Regional para las Américas, por parte de la Secretaría General Iberoamericana, la Secretaría para la Cooperación.

Quinta. Implicaciones financieras

5.1. El presente Acuerdo Marco no conlleva implicación financiera.

5.2. En el caso de que el desarrollo de las distintas actividades que se enmarcan dentro del presente instrumento implique la necesidad de financiación, las Partes así deberán establecerlo de forma expresa para cada caso, mediante acuerdo escrito, en el que se definen las contribuciones de cada una. En todo caso, los fondos aportados serán ejecutados con sujeción a sus respectivos Reglamentos y normas financieras internas. Cuando se estime necesario o conveniente para el eficaz empleo de los recursos, el acuerdo escrito podrá crear un grupo de trabajo o comisión de seguimiento del mismo.
Sexta. Derechos de Propiedad Intelectual

Los derechos de propiedad intelectual y en particular los derechos de autor de los materiales proporcionados por cada una de las Partes para la realización de las actividades de cooperación definidas en este Acuerdo Marco pertenecerán a la Parte que los proporcione. En el caso de realización de actividades conjuntas los derechos de propiedad intelectual serán definidos caso por caso en los planes de acción que formarán parte de este instrumento.

Séptima. Prerrogativas e Inmunidades

Ninguna disposición del presente Acuerdo Marco ni de cualquier documento relacionado con el mismo se entenderá en el sentido de que constituye una renuncia a las prerrogativas e inmunidades de las Partes y de sus funcionarios.

Octava. Ley Aplicable

El presente Convenio se regirá por los principios generales del derecho internacional público, y la normativa básica constitutiva de las Partes.

Novena. Solución de Controversias

Cualquier controversia que surja respecto a la interpretación o cumplimiento del presente Convenio deberá resolverse mediante negociación directa entre las Partes.

Décima. Duración y modificación del Convenio

10.1. El presente Acuerdo Marco será efectivo a partir de su firma por un período de tres años, produciéndose su prórroga en forma automática salvo que medie declaración en contrario por alguna de las Partes con una antelación no menor a tres meses del vencimiento.

10.2. Las modificaciones al presente instrumento sólo podrán hacerse de común acuerdo expresado por escrito. Los documentos en que consten las modificaciones se agregarán como anexos al presente Acuerdo Marco y pasarán a formar parte del mismo.

10.3. El presente Acuerdo Marco podrá terminarse por mutuo consentimiento o podrá darse por terminado por cualquiera de las Partes mediante notificación escrita a la otra, con una antelación no menor a los tres meses. En ese caso, las actividades que se encuentren en curso de realización o comprometidas con terceros vincularán a las Partes hasta la culminación de las mismas.
Y en prueba de conformidad de cuanto antecede, firman el presente Acuerdo Marco de Cooperación para el Desarrollo del Turismo en la Comunidad Iberoamericana, por duplicado y a un solo efecto en la ciudad de Madrid, a los veintidós días del mes de octubre del año dos mil siete.

Por la Secretaría General Iberoamericana

Enrique V. Iglesias
Secretario General

Por la Organización Mundial del Turismo

Francesco Frangialli
Secretario General
MEMORANDO DE ENTENDIMIENTO PARA LA COLABORACIÓN ENTRE LA EMPRESA PÚBLICA TURISMO ANDALUZ, S.A. Y LA ORGANIZACIÓN MUNDIAL DEL TURISMO

En Sevilla, a 3 de julio de 2006

De una parte, el Excmo. Sr. D. PAULINO PLATA CANOVAS, en nombre y representación de la empresa pública Turismo Andaluz, S.A., domiciliada en Málaga, C/ Compañía, nº 40, y con C.I.F. A-41580283, en su calidad de Presidente, y en virtud del acuerdo del Consejo de Administración de la Sociedad adoptado el día 20 de enero de 2005.

Y de otra, el Sr. D. FRANCESCO FRANGIALLI, en nombre y representación de la Organización Mundial del Turismo (OMT), domiciliada en Madrid, C/ Capitán Haya 42 y con C.I.F. G-0011499A, en su calidad de Secretario General.

Ambos firmantes intervienen en la representación y con las facultades que sus respectivos cargos le confieren, reconociéndose reciprocamente capacidad y legitimación para otorgar y firmar el presente Memorando de Entendimiento para la colaboración y en su virtud exponen,

I. Que el Estatuto de Autonomía para Andalucía en su artículo 12.3.3º determina entre los objetivos básicos de los poderes de la Comunidad Autónoma el aprovechamiento y la potenciación del turismo, considerándolo un recurso económico y un objetivo institucional y atribuyendo en el artículo 13.17 la competencia exclusiva en materia de promoción del turismo.

II. Que esta competencia de promoción y fomento del turismo le es otorgada a la Consejería de Turismo, Comercio y Deporte en virtud de lo dispuesto en los Decretos 11/2004, de 24 de abril, sobre reestructuración de Consejerías y 240/2004, de 18 de mayo, por el que se aprueba la estructura orgánica de la Consejería de Turismo, Comercio y Deporte. Igualmente, el artículo 2º de los Estatutos constitutivos de la sociedad "Turismo Andaluz, S.A." contempla como objeto de esta sociedad la promoción y el desarrollo del sector turístico.
III. Que, en virtud de lo expuesto, Turismo Andaluz, S.A. a través de su Subdirección de Innovación, presenta los siguientes objetivos:

- Impulsar la investigación al ámbito internacional, con especial atención a sus planos estadísticos y de análisis económico, y sus correspondencias con sistemas de indicadores medioambientales y de calidad,
- Difundir proyectos tecnológicos y su posible aplicación en terceros países en vías de desarrollo donde el turismo represente un componente determinante en la política económica del país, con especial atención a América Latina,
- Crear una plataforma de encuentro, discusión y reflexión internacional en torno al turismo.

IV. Que, asimismo, el artículo 3.1 de los Estatutos de la Organización Mundial del Turismo se determina que entre sus objetivos se encuentra la promoción y desarrollo del turismo con vistas a contribuir al desarrollo económico, la comprensión internacional, la paz, la prosperidad y el respeto universal, y la observancia de los derechos humanos y las libertades fundamentales para todos, sin distinción de raza, sexo, lengua o religión.

V. Que la Organización Mundial del Turismo ejerce un liderazgo mundial en el ámbito estadístico y del análisis económico y medioambiental, y contribuye a la difusión de iniciativas de I+D y programas sobre calidad del desarrollo turístico aplicables al sector de la distribución y promoción lo que hace que su experiencia y cooperación tenga un especial interés para el buen desarrollo de algunos de los objetivos de Turismo Andaluz, S.A.

Por ello, en razón de cuanto antecede, y de acuerdo con lo expuesto, la empresa Turismo Andaluz, S.A. y la Organización Mundial del Turismo convienen en firmar el presente Memorando de Entendimiento de acuerdo con las siguientes estipulaciones:

1.- Objeto.

Constituye el objeto de este Memorando propiciar la adopción de medidas de colaboración entre la empresa pública Turismo Andaluz, S.A., y la Organización Mundial del Turismo de acuerdo con los objetivos descritos en el expositivo III

2.- Actividades

Las actividades a desarrollar responderán a la siguiente tipología:

a) Intercambio de datos estadísticos y documentación para la realización de estudios y análisis desde la perspectiva de los proyectos desarrollados por la unidad de análisis y estadística del turismo de Andalucía adscrita a la Subdirección de Innovación de Turismo Andaluz, S.A.

b) Intercambio de experiencias y conocimiento en el ámbito de sistemas de apoyo a la calidad en las empresas turísticas.
c) Difundir la aplicación de proyectos específicos de contenido tecnológico a países de América Latina.

d) Colaboración por parte de la Organización Mundial del Turismo en la especialización de técnicos adscritos a Turismo Andaluz, S.A., en algunos de los objetivos descritos en el expositivo III y al interés de ambos firmantes, instrumentándose a través de becas financiadas por Turismo Andaluz, S.A. Esta colaboración podrá extenderse a becarios de países latinoamericanos si así se acordara por ambos firmantes.

e) Creación de una plataforma de encuentro, discusión y reflexión internacional poniendo Turismo Andaluz, S.A. a disposición de la Organización Mundial del Turismo su equipamiento físico y de personal a fin de desarrollar iniciativas conjuntas para la celebración de congresos o simposios de carácter internacional.

3.- Definición y formalización de las actividades

Los firmantes se comprometen a definir las actividades cubiertas por el presente Memorando con una periodicidad anual. La formalización se realizará mediante la firma de notas complementarias que se adjuntaran a su texto y que formaran parte integrante del mismo.

4.- Coordinación

Ambos firmantes se comprometen a mantener una coordinación permanente a fin de aplicar adecuadamente este Memorando. Por parte de la Organización Mundial del Turismo, la coordinación se llevará a cabo por el Departamento de Estadísticas y Evaluación Económica del Turismo y por parte de Turismo Andaluz, S.A., por la Subdirección de Innovación.

5.- Confidencialidad y propiedad intelectual

Cada uno de los firmantes se compromete a no difundir la información y los datos de carácter científico o técnico pertenecientes al otro firmante, a los que haya tenido acceso en el desarrollo de las actividades objeto del presente Memorando, salvo que medie autorización por escrito del otro firmante, o que tales datos sean de dominio público.

Los resultados obtenidos con motivo de la realización de actividades cubiertas por el presente Memorando serán propiedad intelectual de ambos firmantes.

En caso de que tales resultados se difundieran conjuntamente, bien sea a través de una publicación o por medio de otro formato, habrá de hacerse mención a la propiedad intelectual del trabajo, así como al presente Memorando.

6.- Financiación

La cooperación prevista en el marco del presente Memorando será financiada por la "Empresa Pública Turismo Andaluz S.A." y la Organización Mundial del Turismo, de acuerdo con sus disponibilidades
presupuestarias ordinarias, así como por otras personas jurídicas públicas y privadas que participen en alguna de las actividades que se realicen al amparo de este Memorando, siempre de conformidad con la legislación vigente en la materia en España y el Derecho propio de la Organización.

7.- Vigencia

El presente Memorando comenzará a aplicarse desde el día siguiente al de su firma y tendrá una duración de tres años, prorrogables automáticamente por iguales periodos de tiempo, salvo comunicación escrita de uno de los firmantes realizada con un mínimo de seis meses de antelación. No obstante, el fin de la aplicación del Memorando no afectará a la realización de los encargos y compromisos iniciados bajo su cobertura y cuya ejecución aún todavía no hubiese finalizado.

En cualquier caso, las previsiones relativas a la confidencialidad y a la autoría intelectual de los resultados subsistirán después del fin de la aplicación del presente Memorando.

8.- Conciliaciones

Los firmantes intentarán resolver a través de un arreglo amistoso cualquier desacuerdo que pudiera surgir en la aplicación del presente Memorando.

9.- Obligaciones de derecho Internacional

La cooperación prevista en el presente Memorando no genera obligaciones en el ámbito del Derecho Internacional Público.

Y en prueba de conformidad de cuanto antecede, firman el presente Memorando de entendimiento para la colaboración, por triplicado ejemplar en el lugar y fecha arriba indicados.

POR TURISMO ANDALUZ, S.A.

[Se firma]

Fdo.: Paulino Piatt Canovas
Presidente

POR LA ORGANIZACIÓN MUNDIAL DEL TURISMO

[Se firma]

Fdo.: Francesco Frangialli
Secretario General
Memorandum of Understanding

among

SNV – Netherlands Development Organization

GTZ – German Technical Cooperation

Direction Générale de la Coopération Internationale et du Développement (DGCID) - France

and the

World Tourism Organization (WTO)

Dakar, 30 November 2005
Introduction

The mission of the World Tourism Organization (WTO) is to promote and develop sustainable tourism as a significant means of fostering international peace and understanding, economic development and international trade. Sustainable tourism is a form of tourism that respects the environment and cultural values and stimulates an exchange of experiences between peoples of the world. In the context of development it is important to recognize that sustainable tourism is to have a positive impact on the reduction of poverty.

At the World Summit for Sustainable Development in Johannesburg, WTO launched the ST-EP (Sustainable Tourism – Eliminating Poverty) Initiative which focuses on longstanding work to encourage tourism development that is sustainable – from the social, economic and ecological points of view – and which specifically alleviates poverty, bringing development and jobs to people living on less than a dollar a day. It targets the world’s poorest countries, particularly in Africa and developing states in general.

SNV, a Netherlands based international development organization, is an independent foundation registered under Dutch law. SNV is dedicated to a society where all people enjoy the freedom to pursue their own sustainable development. SNV advisors contribute to this by strengthening the capacity of local organizations. SNV operates in more than 30 countries worldwide, of which 18 are on the African continent, employing over 900 advisors who work in multidisciplinary field-based teams. SNV's advisory services are organized in practice areas that are interlinked, cross-cutting through teams, countries and regions. Of principal relevance to the present Memorandum of Understanding (MOU) is the practice area Sustainable Tourism, helping local organizations to maximize the contribution of sustainable tourism towards poverty alleviation. SNV has a proven track record on sustainable tourism by working in over 20 developing countries through over 40 tourism advisers. The tourism advisers often work in teams with other SNV advisers, who are specialized in private sector development, natural resources management and local governance. SNV supports a variety of organisations operating in the tourism sector, including national ministries of tourism, tourism boards and business associations, and tourism training institutes. SNV provides capacity development services to these organisations in policy and strategy development, tourism business development, community mobilisation and environmental conservation.

The Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH is an international cooperation enterprise for sustainable development with worldwide operations. It provides viable, forward-looking solutions for political, economic, ecological and social development in a globalised world. GTZ promotes complex reforms and change processes. Its corporate objective is to improve people's living conditions on a sustainable basis.

GTZ works for the German Federal government and other clients, public or private sector, national or international, such as the EU, World Bank or UN organizations, and for private sector companies. The main client is the German Federal Ministry for Economic Cooperation and Development (BMZ).
GTZ supports sustainable tourism in partnership with developing and transition countries. Two important aspects of sustainable tourism are the cooperation between tour operators and tourism companies in destination countries, on the one hand, and the setting up of institutional structures that promote sustainable tourism on the other. About 50 projects are currently dealing with tourism issues – often in combination with development initiatives in other sectors. They are using their experience to tap the potential for sustainable tourism activities. A special attention is addressed to the issue of social and ecological standards in tourism and the development of certification of sustainability in tourism.

**MAE- DGCID:** Within the French Minister of Foreign Affairs (MAE), the “Direction Générale de la Coopération Internationale et du Développement (DGCID)” has the mission to monitor the French cooperation policy in the fields of culture and development. The orientations of the French development assistance policy fall within the framework of the Consensus, issued from the Millennium and WSSD Summits, and the Conference of Monterrey. The objectives of such policy are dictated by a global and well-balanced conception of development, and tend notably to promote sustainable development among our partners.

Support to public policies for the development of responsible tourism and to pilot experiences, carried out by both NGOs and the private sector represent one of the lines of intervention of the DGCID in favour of poverty and the reduction of inequalities.

The four agencies will stimulate the adherence to this Memorandum of Understanding of other bi-lateral development agencies, in order to further enhance the synergy of the work they carry out in developing countries and to find new avenues of cooperation.

**Purpose**

The purpose of this Memorandum of Understanding is to document and substantiate the already existing working relationship between the signing Development Assistance Agencies and the World Tourism Organization giving an official form to the network. The MOU has to serve as a guideline for expanding the working relationship of the partners, with a view to help increase overall efficiency and effectiveness in each organisation's field of operation, with specific reference to pro-poor sustainable tourism in developing countries. The members of the network are committed to work together on various programs to strengthen the impact of their actions with a final objective to contribute to poverty reduction, as stated below. A special concern is made by the tourism-related § N° 43 of the WSSD Plan of Implementation, as well as the MDG.

The activities to be the subject of this Memorandum concern all tourism segments that are aimed at poverty reduction, respecting social and ecological standards. The development of those common standards will be a part of the coordination efforts of the four agencies concerned, as well as guiding principles for the intervention of development agencies in this field.

**Scope**

The MOU includes all activities in which the members can achieve mutual synergy and increased effectiveness, with specific reference to activities in the field of socially, ecologically and economically sustainable tourism. Specific references for the entire duration of the MOU are made to the following areas of cooperation:
1. Programmatic operations –

While the members will continue to establish their own operations with regard to sustainable tourism in favour of the poor in developing, least developed and transition countries, this MOU underscores the commitment of the organisations to engage into joint action wherever and whenever possible.

Relevant activities planned by the signing agencies in the field of tourism will be shared at an early stage with the other agencies, in order to consider adequate coordination and/or joint actions.

2. Knowledge management and dissemination –

The members will continue to develop their own knowledge base, as well as providing their knowledge services to governments, NGOs and other agencies interested in sustainable tourism. This MOU underscores the commitment of the organisations to engage in stronger cooperation in knowledge management and dissemination. As a matter of priority, each organisation will invite the other for participation in relevant workshops, seminars, meetings; the possibilities to establish a joint website will be explored; the signing organizations’ webpages will be interlinked in all relevant matters. Joint studies to improve the knowledge base, including the definition of standards and guiding principles, may be undertaken; cross-referencing to each other’s relevant publications will be taken on; distribution of each other’s publications will be explored. Whenever referring to each other’s activities and publications, due recognition will be given to the organisations that have developed and supported the initiatives concerned.

3. Resource mobilisation –

Joint action to mobilise additional resources for joint activities will be planned and undertaken. Specific reference is made in this respect to all programs and related funding of pro poor tourism or ST-EP activities.

4. Human resource management –

The member organisations have a professional and qualified set of technical staff (advisors and consultants). Information about the human resource base will be exchanged according to the legal frame. Where feasible and relevant, each other’s advisory capacity will be deployed, including secondment opportunities among the organisations.

5. Financial management –

This MOU does not include financial commitments between the members. Although these could be explored and are encouraged in the future, as it is already the case between SNV and WTO. For each activity or series of activities that may result from the execution of this MOU, separate contractual agreements will be applied. In principle, each organisation will cover the cost of its own inputs in workshops, seminars and identification missions from its own means, whereas financial arrangements on a cost-sharing basis can be made for technical assistance inputs in the implementation of common programs.
Contact persons

For the purposes of this MOU each organization will designate a focal point.

Duration and Termination of the MOU

This MOU becomes effective on the date of signature by all parties. Each party, upon a 90-days written notice to the other party, may terminate the agreement, without liability, at any time and for any reason it deems convenient. Unless earlier terminated, this MOU remains in effect for a period of three years from the date of signature.

Reconciliation of disagreements

Any disagreement will normally be resolved amicably at working level. If this is not possible, the focal points will seek to settle the issue and ensure a mutually satisfactory solution. Senior management of all parties will be involved as necessary.

Review of the MOU

The MOU will be reviewed for accuracy on annual basis and if necessary following pertinent changes in membership policies, procedures and structures of the parties involved. Review of this agreement may be instigated by each organisation.
Signatories

The signing of this MOU implies that the signatories will strive to reach, to the best of their ability, the intentions stated in the MOU.

On behalf of the Organisation I represent, I wish to sign this MOU and contribute to its further development.

For WTO - World Tourism Organisation:
Name: Francesco Frangialli
Title: Secretary General
Place and date: 
Signature: 

For SNV - Netherlands Development Organisation:
Name: Marcel Leijzer
Title: Senior Tourism Officer
Place and date: 
Signature: 

For GTZ - German Technical Cooperation
Name: Dr. Bernd Eisenblätter
Title: Director General GTZ
Place and date: 
Signature: 

and

Name: Dr. Martin Tampe
Title: Senior Technical Adviser GTZ
Tourism and Sustainable Development
Place and date: 
Signature: 

For the (DGCID) - France:
Name: Philippe Etienne
Title: Director General DGCID
Place and date: 
Signature: 

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD TOURISM ORGANIZATION
AND
SUN YAT-SEN UNIVERSITY
FOR COLLABORATION IN RESEARCH AND INDUSTRY SUPPORT ACTIVITIES IN ASIA AND THE PACIFIC

By signing this Memorandum of Understanding (MOU), the World Tourism Organization (hereafter referred to as WTO) and Sun Yat-sen University (hereafter referred to as SYS) agree to collaborate in the area of tourism research and industry support activities in Asia and the Pacific.

Terms of Agreement

Article 1:

In accordance with the Memorandum of Understanding between the People's Government of Guilin Municipality of China and WTO, whereby WTO appoints Yang Shuo County as its observation point in measuring sustainable tourism development, WTO reaffirms the designation of SYS as its implementing institution. Herewith, SYS shall put forward an observation plan and manage the operations of WTO Yangshuo Observatory. WTO shall provide technical support and distribute the information to the relevant countries and communities.

Article 2:

WTO and SYS shall collaborate to undertake research and industry support activities especially in the following two areas:

2-1. SYS shall collaborate with WTO to jointly publish a report on Community Tourism Development in China which will be disseminated to WTO members in print and electronic format. This publication will be used as a reference for WTO to introduce to other developing countries in order to learn the experiences and the lesson acquired in China.

2-2. WTO and SYS shall collaborate to undertake research programs in strategic and regional tourism planning. The focus of the programme will be particularly on policies and strategies relating to the tourism administrations at central, regional, and local levels.
Article 3:

WTO will provide advice to SYS in its obtaining the WTO TedQual certification and the status as a Member of the WTO Education Council.

Article 4:

This agreement is valid for a period of five (5) years from the date of signing this agreement. Both sides will continue to seek other cooperation areas during this period.

Article 5:

This agreement can be cancelled upon mutual consent with an advance notice of a minimum of three months.

Article 6:

The present memorandum is signed in four copies and each party will retain two original signed copies for record.

In witness thereof, the signing parties have herewith set their hands on this day of 15 December 2005.

Dr. BAO Jigang  
Professor and Dean  
School of Tourism Management  
Sun Yat-sen University  
Guangzhou, China  
Date: 2005.12.15

Mr. XU Jing  
Regional Representative for Asia and the Pacific  
World Tourism Organization  
Date: 15/12/2005
Cooperation Agreement
between
the European Travel Commission
and
the World Tourism Organization

The European Travel Commission, hereinafter the ETC, and the World Tourism Organization, hereinafter UNWTO,

Recalling the Statutes of the ETC, the Statutes of the World Tourism Organization and the fruitful cooperation between these two organisations implemented since 2002,

Considering that the ETC is an affiliate member of the UNWTO,

Considering that both organisations have a goal in common, that is, the promotion and development of tourism, the carrying out of studies and surveys, and improving the efficiency of tourist organisations, both public and private,

Convinced that the cooperation between the two signatory parties will maximise their available resources for their common goal, and will serve to strengthen their common goal,

HAVE AGREED AS FOLLOWS:

Article I - Aims of Cooperation

The ETC and UNWTO shall jointly work towards strengthening the promotion and development of tourism.
Article II - Fields of Cooperation

The ETC and UNWTO are interested in cooperating on market research, studies and seminars aimed at improving the knowledge of the markets, the efficiency of promotion and marketing and of tourist information.

Article III - Joint Activities

The ETC and the UNWTO shall launch a joint study on the Russian Outbound Market as well as a Handbook on E-marketing.

The ETC and the UNWTO shall organise seminars and workshops on subjects of common interest such as, for example, seminars on “Tourism Forecasting Methodologies”.

Article IV - Forms of Cooperation

I. Contribution to be provided by UNWTO to ETC:

UNWTO will co-finance with ETC the research and production of the reports and market studies in the aforementioned fields, as well initiating a series of seminars on methodology and work within the tourist organizations.

The global amount of the UNWTO contribution will be twenty-five thousand euros (25,000 €). This sum covers only part of the total cost of the study or studies and seminars.

UNWTO will provide ETC with all necessary information and collect necessary data to facilitate the research and resulting reports;

UNWTO hereby grants ETC a license to reproduce, use, manipulate and display, in whole or in part, any of the materials provided by UNWTO for these reports;

UNWTO can become an editor and distributor of the resulting reports.

II. Contribution to be provided by ETC to UNWTO:

ETC will coordinate the research and the resulting reports, which will be done by contracting external consultants;

ETC will take over responsibility for organising the seminars in Europe.

UNWTO will instruct ETC on the procedures to administrate and manage its financial contribution for the purposes described in Article II of this Agreement;
ETC will allow UNWTO to add information to the contents of the resulting reports;

ETC shall keep UNWTO constantly informed of the specific activities conducted in the areas of joint interest;

ETC shall take account of UNWTO’s opinion on specific decisions that would affect the development of the research and the resulting reports.

Article V - Implementation of the Agreement

1) The resulting reports have to be approved by both organizations before their publication;
2) Both organizations may publish the resulting reports by themselves. These resulting reports will include the logos of both organizations on the front cover to show the cooperative partnership between both organizations, and will give due credit that they have been produced as a result of such cooperation.
3) Both signatory parties shall consult each other regarding any difficulties that may arise from the interpretation or implementation of this Agreement. If both parties cannot find a solution by common agreement, they commit to designate a neutral authority to find a solution;
4) The two institutions shall each appoint a representative to maintain permanent liaison with the other institution, and to monitor the application of this Agreement.
5) ETC will take part in the activities and tasks of the UNWTO Committee on Market Intelligence.

In witness thereof, we, the undersigned, warrant that we have the full authority to represent the two parties in the case of the research and the resulting publications referred in the Agreement, and that we agree to the conditions of this Agreement as of the date written above.

Madrid, March 2006

Francesco Frangialli
Secretary General
World Tourism Organization

Rob Franklin OBE
Executive Director
EUROPEAN TRAVEL COMMISSION
Avenue Mamik, 19A - Boîte 25
1000 Bruxelles

Robert K. Franklin OBE
Executive Director
European Travel Commission
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD TOURISM ORGANIZATION (UNWTO)
AND THE OPEN TRAVEL ALLIANCE (OTA)

9 March 2006

1. PURPOSE

This Memorandum of Understanding between the World Tourism Organization (UNWTO) and the Open Travel Alliance (OTA) is effective as of 9 March 2006. The purpose of this MOU is to define the desired level of cooperation between the parties to contribute to the goals of the two organizations as outlined below and be the basis for a central public-private partnership framework in this important area.

2. PARTIES AND BACKGROUND

The World Tourism Organization (UNWTO), a specialized agency of the United Nations, is the leading international organization in the field of tourism. It serves as a global forum for tourism policy issues and practical source of tourism know-how. With its headquarters in Madrid, Spain, the UNWTO plays a central and decisive role in promoting the development of responsible, sustainable and universally accessible tourism, with the aim of contributing to economic development, international understanding, peace, prosperity and universal respect for, and observance of, human rights and fundamental freedoms. In pursuing this aim, the Organization pays particular attention to the interests of developing countries in the field of tourism.

The UNWTO plays a catalytic role in promoting technology transfers and international cooperation, in stimulating and developing public-private sector partnerships and in encouraging the implementation of the Global Code of Ethics for Tourism, with a view to ensuring that member countries, tourist destinations and businesses maximize the positive economic, social and cultural effects of tourism and fully reap its benefits, while minimizing its negative social and environmental impacts. As the lead UN organization for the sector, UNWTO is directly involved in both the achievement of the Millennium Development Goals and the end of the digital divide. UNWTO's membership is comprised of 150 countries, seven territories and more than 300 Affiliate Members representing the private sector, educational institutions, tourism associations and local tourism boards.
The Open Travel Alliance (OTA) is a community of travel industry leaders and stakeholders that understand the vast changes to all facets of the travel industry resulting from the global reach of the internet and eCommerce. OTA's founders established an open community of travel business and technology leaders in 1999 dedicated to describing a common language for electronic travel interactions.

The OTA achieves its mission through management of a non-profit association consisting of a Board of Directors, Interoperability Committee and various working groups that ensure representation of major segments (e.g. air, car, hotel, tours) and stakeholders (e.g. analysts, technology consulting and product companies). The OTA processes for development and enhancement of the specification have proven industry-strength with two releases per year since 2002. OTA's members demonstrate their commitment by supporting the community with active participation, and a passion for achieving value for the travel industry and their companies.

The OTA Vision is to describe a common language for electronic travel interactions that creates value for travel. Its mission is to achieve this vision by organizing and focusing the activity of the community on the priorities and objectives for the electronic exchange of information across all sectors of the travel industry. Its objectives are:

1. Sustain the OTA organization through annual elections, regular meetings, and strong membership support and participation.

2. Continue to enhance and maintain the OTA specification and documentation in line with, but not limited to, the use of extensible markup language (XML) for the electronic exchange of travel data.

3. Drive adoption of the OTA specification by creating a knowledge base for the community, providing tools for validating use of the specification, and continuing to hold annual Advisory Board meetings for knowledge sharing.

4. Continuously communicate and evaluate the travel marketplace to ensure OTA is getting its message out within and beyond the OTA community in support of its mission and objectives.

3. COORDINATION AND SHARING

The principals to this Memorandum of Understanding (MOU) agree to support global adoption of OTA specifications, cooperate on joint initiatives - including specification documentation pertaining to the activities described below leading to a recognized standards system.

A. Organizational and business activities

OTA and UNWTO will establish a public/private partnership on a no-fee basis. UNWTO and OTA representatives will attend each other's relevant meetings. The OTA Executive Board (Chair, Vice Chair and Treasurer) and the UNWTO Secretariat will meet on a regular basis. This does not allow participation in the voting procedures of the other organization.
UNWTO will provide a global forum for adoption of OTA specifications. OTA will continue to be self-funded and will act as a technical arm of the UNWTO in the area of travel-related technology and specifications.

B. Technical Activities

1. All UNWTO technical activity will be in compliance with UNWTO policies and procedures.

2. All OTA technical activity will be in compliance with OTA policies and procedures.

3. All collaborating participants will be identified in meeting minutes.

4. Jointly developed extensible markup language (XML) project published standards will be brought to completion under existing guidelines of each organization and mutually agreed frameworks.

5. Each organization will continue to evolve the standards specifications they have developed and will provide links to the other organization to facilitate access to the appropriate documents and ultimately coalescence where relevant to this agreement.

6. Project resources provided by each organization to work on any agreed project will be volunteer-based except when specific services are requested and funded by either organization and documented in separately executed agreements.

7. Information Sharing: OTA and UNWTO will exchange meeting minutes pertaining to the development of technology-related standards. They will exchange other informational documents, including: meeting announcements, draft specification documents, and where appropriate cross-participation in each other's initiatives. The official language to be used in these meetings and information exchange will be English.

8. OTA and UNWTO will act as stewards of unified global travel standards/specifications, under UNWTO structural umbrella and will strive to create an environment that will be inclusive of other standards bodies and tourism organizations.

C. Collaboration projects

UNWTO and OTA agree that collaboration on technology initiatives will be beneficial to the organizations. Both organizations agree that open global travel standards are beneficial to the global economy and will aid in the reduction of the "digital divide" for developing countries and enhance prospects for development of tourism worldwide.

Each organization will provide volunteer-based resources to work on agreed initiatives as needed.
D. Working with Others

UNWTO and OTA may work with others either separately or together to accomplish the goals of their respective organizations. This MOU does not preclude any coordination and cooperation by either organization with other groups.

4. INTELLECTUAL PROPERTY

(1) UNWTO publication standards/specifications will be subject to UNWTO Intellectual Property (IP) policies and procedures.

(2) OTA publication standards/specifications will be subject to OTA Intellectual Property (IP) policies and procedures.

(3) OTA and UNWTO will hold the Intellectual Property (IP) to their respective published standards, except that which is already part of the public domain – or which is jointly agreed to be so.

5. TERMS OF THE MEMORANDUM OF UNDERSTANDING

The parties may decide to end their collaboration as set out in this MOU at any time after 120 days written notice. The conditions related to the ownership of published standards/specifications will survive any termination of this MOU.

The parties of this MOU will review and align the efforts established under this MOU on an annual basis, as required. This Memorandum of Understanding is not a contractual obligation between the two parties, and in no way shall conflict with, modify, or negate clauses of any contracts which have been or are to be negotiated between the parties.

John Turato
Chair, OTA

Date 3-9-2006

Francesco Frangialli
Secretary-General, UNWTO

Date 5 March 2006
Cooperation Agreement

between

UNWTO • OMT • IOHTO

The World Tourism Organization UNWTO
- a Specialised Agency of the United Nations

Represented by
Francesco Frangialli,
Secretary General

Referred to as “UNWTO”

and

Microsoft

Microsoft Corporation
One Microsoft Way
Washington 98052-6399
USA

referred to as “Microsoft”

represented by
Gerri T. Elliott
Corporate Vice President

UNWTO and Microsoft each referred to as the “Party” or collectively as “the Parties”
Whereas The World Tourism Organisation (UNWTO) is the lead UN agency for the development of tourism (leisure travel, business travel and related services) and promotes international co-operation in this field among its Member States as well as its Private Sector and Civil Society Associate Members. As a specialized UN agency, it has a mission to mobilize resources, review approaches and build up multilateral action in order to contribute to peace, development and poverty alleviation by promoting collaboration among nations through sustainable and ethical tourism.

Whereas Microsoft Corporation is a company whose mission is to enable people and businesses throughout the world to realize their full potential through the use of innovative information technology. As an international corporate citizen of conscience, it is committed to initiatives throughout the world that seek to create social change and to expand opportunities through greater access to technology.

Whereas UNWTO is participating in the UN strategic partnership to promote digital inclusion and establish open participatory knowledge societies. It seeks to use information and communication technologies (ICTs) to accelerate social and economic development through tourism, acting through the collaboration of a range of stakeholders.

Whereas In this context, UNWTO recognises the significant contribution that can be made by Public/Private Partnerships (PPP’s) to these strategic objectives and is actively promoting and building relationships with a variety of private sector stakeholders, including various companies in the ICT industries. UNWTO’s intention is to mobilise partners from civil society and, in particular, from the private sector to achieve its strategic goals and programme priorities.

Whereas Microsoft supports the objectives of UNWTO as stipulated in UNWTO’s Constitution and Work Programme and intends to contribute to UNWTO’s programme priorities – with particular attention to ICT related development generally and Africa specifically.

Whereas UNWTO and Microsoft wish to explore possibilities for collaboration in several areas, including tourism related business development, education and learning, community access and development, facilitating software application sharing, cultural diversity, digital inclusion and capacity building, as well as the exchange of best practices in the area of mainstreaming ICT into tourism.

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driven poverty alleviation, sustainability and development programs.

UNWTO and Microsoft hereby agree as follows:

Article 1 – Objectives

UNWTO and Microsoft recognise the importance of harnessing the use of ICT for tourism related development programmes generally and particularly as a means of improving sustainable livelihoods in developing countries. As part of this common understanding, both Parties recognise that analysing possibilities to align global and regional initiatives, as well as programmes, can enhance mutual efforts to build capacities, foster development and empower people through participation in web communities and through their ability to access information and ICT, as well as contribute to their ability to expand tourism services exports.

Article 2 – Scope of Agreement

This Agreement establishes a strategic framework within which the Parties agree to cooperate to achieve the stated objectives. Further information on the strategic background is contained in Appendix 1. The Agreement defines: the institutional aspects of the partnership; the details of current projects and special initiatives that are already underway, about to begin or are being contemplated by the Parties (referred to collectively as “Projects”); a structure for future cooperation; and general conditions that will govern the Projects.

Article 3 – Areas of Cooperation

UNWTO and Microsoft have identified the following general areas where their cooperation and partnership in *eTourism for Development* can provide significant benefits to society and communities everywhere, but especially in developing countries:

- Knowledge sharing and distance learning
- Cultural preservation & sustainability
- Digital inclusion and capacity building
- *eTourism* for Development
- Web Based Community access
- Information and software application exchange

Furthermore they agree to review UNWTO’s Agenda 2010 and White Paper 2020 and decide in that context, which of the areas listed above are most suited to intensified ICT action and to develop projects accordingly during the period of this accord.
Article 4 – Initial Projects

Microsoft and UNWTO recognize the importance of providing access to technology in a way that particularly helps Developing States access global tourism markets and support tourism as a competitive advantage. The parties will work together on the following initiatives, which have this as a primary goal.

Supporting Tourism Market Communications and Awareness

Microsoft is developing a tourism distribution portal in collaboration with NEPAD and a model Visitor Centre Information System. UNWTO will partner with Microsoft to develop & roll out these solutions & will collaborate to extend the concept to all African destinations & other model developing countries as agreed.

Improving Tourism Communications Systems & Standards

UNWTO is collaborating with OTA (The Open Travel Alliance) to provide free flowing open systems for tourism data flow. Microsoft will work with UNWTO to support this initiative and give it widespread global awareness and usage – particularly in developing markets. The parties will also explore other possibilities for standards to help development of the sector.

Helping Tourism Disaster Recovery

UNWTO is exploring with the World Economic Forum, a framework for provision of Disaster Relief Information for Tourism Destinations & Tourists. Microsoft is actively involved in humanitarian action related to disasters. The parties will explore synergies in these activities – particularly in relation to their impact in developing markets.

Promoting Best Practice and Export Competitiveness

UNWTO recognizes that ICTs make it possible to connect collaborative people and spaces – to build “web-based communities of practice” that will foster the exchange of know-how and sharing of experiences on tourism related matters.

UNWTO will utilize the Solutions Sharing Network (“SSN”), formally knowing as the Open Application Sharing platform or OAS, developed by Microsoft to advance its programs related to community based tourism and will bring together tourism experts to develop content, best practice and strategies.

UNWTO will initially focus on the themes of eTourism for Development and eTourism for Exports, capitalizing on the modern dynamics of interactive, decentralized, multiple, online communities to implement both the Millennium Development Goals and the Trade Development potential of the Doha Round. In the trade and export context the parties will explore the use of action clusters to help developing states improve image, brand and competitiveness through ICT.

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Advancing Knowledge Management & Distance Learning

UNWTO shares Microsoft’s view that ICT has a major contribution to make in supporting teachers’ and teaching; particularly if the technology can be seamlessly integrated. UNWTO and Microsoft seek a quantum leap in the quality of courses dealing with tourism related issues and in accelerating their uptake by educationalists and teacher training institutions. UNWTO is particularly active at the tertiary level through its Education Council, but recognizes the importance of development at primary, secondary and vocational levels.

UNWTO with assistance from Microsoft will embark on an initiative to advance a reference master tourism related curriculum – with an emphasis on ICT and distance learning. This work will take account of Microsoft’s ongoing programs for Syllabus development with other institutions – particularly in the UN family and will seek to ensure an effective tourism related framework and content components, without duplication or overlap. This will particularly be focussed on open and distance education; courseware development tools; and instructional design. It will also reflect UNWTO’s major activities - particularly related to

- Millennium Development Goals
- Global Code of Ethics for Tourism.
- Poverty Elimination
- Sustainable Tourism Destinations
- Tourism Statistics and Satellite Accounting

Microsoft will collaborate with UNWTO on the curriculum by drawing on its experience in designing ICT products and services for use by tourism educationalists and contributing know-how and technical expertise and resources as agreed. It will also consider how the experience from its Innovative Teachers Network and Partners in Learning Program can be integrated into this initiative.

Building eTourism for Development Networks

Microsoft and UNWTO recognize that the benefits of ICT for tourism related development can be multiplied significantly if resources can be mobilised from other public and private sector sources in a targeted, synergistic way and linked to national and international development priorities. UNWTO is well placed to lead such initiatives and Microsoft has the expertise and capacities to ensure effective results oriented program delivery – they will explore ways and means to capitalize on this potential

Microsoft and UNWTO will collaborate to ensure that Tourism – particularly eTourism, is effectively integrated as an enterprise track in the Microsoft Global Leaders Fora. The first event will be the Africa Forum 2006 where the role of tourism on the continent generally will be highlighted, with the NEPAD Portal will be profiled.

UNWTO with assistance from Microsoft will create an annual tourism event that serves to focus the sector and key stakeholders on eTourism for Development and the priority projects set out in this agreement and adapted from time to time by the parties.
Article 5 – Future Projects

The Parties will work together to achieve the goals of the relationship. Beyond the Projects identified expressly in this Agreement, such collaboration will include identifying further possible areas and projects for cooperation. They agree to review UNWTO’s Agenda 2010 and decide in that context, which of the areas are most suited to intensified ICT action and to develop projects accordingly during the period of this accord.

As Tourism becomes a greater part of the development and poverty alleviation equation and as eTourism for Development becomes increasingly relevant UNWTO believes that there will be a growing need to understand the challenges and critical success factors of its integration into the broader actions to eliminate the eDivide.

Microsoft will particularly consider eTourism involvement in its mainstream development support programs - including Case Studies for Policymakers, Unlimited Potential Projects, Global Support Network, Digital Pipeline Pilot, and Local Language Program. Microsoft will further engage to identify specific tourism related activities for cooperation which will be broadly identified across four main goals of inclusiveness, localization for access to all (especially with a focus on people with disabilities), leveraging know-how and best practice, and policy engagement.

The Parties will ensure that such a dialogue occurs at the appropriate level within their respective organizations and will involve the Parties consulting with national Governments and other stakeholders where appropriate. The Parties will negotiate in good faith to finalize the terms of any subsequent agreement(s) that are required to give effect to a specific project or the undertakings set out in this Agreement. Where the Parties agree, this may be done by an exchange of letters detailing the deliverables and responsibilities of the Parties in respect of the relevant Project and will be presumed to incorporate the General Conditions set out below.

Article 6 – Review and Information Exchange

The Parties will meet no less than once every 6 months to review the status and progress of the objectives set out in this Agreement. Each Party will appoint a suitable representative to attend such review meeting. As well as reviewing status and progress, such meetings will provide a forum for the Parties to exchange information about new initiatives and opportunities to collaborate in the context of the goals of the partnership.

Article 7 – Contribution

The parties will evaluate and agree how best to achieve the identified projects on a cost effective collaborative basis.

If Microsoft agrees to make financial contributions to UNWTO, such contributions will be made in accordance with UNWTO’s financial regulations, including those regulations concerning administrative support costs.

Article 8 – Term and Termination

This Agreement will remain in effect for five (5) years unless otherwise terminated by either Party. Either Party may terminate for convenience at any time by giving not less than sixty days prior written notice.

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Article 9 – Confidentiality and Public Announcements

This Agreement is not governed by an obligation of confidentiality and, subject to the prohibition in Article II, either Party may issue press releases or make public announcements relating to the Agreement. However, with regard to the subsequent agreements that are required to give effect to the undertakings set out in this Agreement or relate to a specific Project, there may be confidentiality obligations between the Parties and, if applicable, these will be set out in the subsequent agreements pertaining to the relevant Project.

GENERAL CONDITIONS

Article 10 – Liability and Status

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement, or other similar relationship between the Parties. Neither Microsoft nor anyone whom it may employ shall be considered as an agent of UNWTO or a member of the staff of UNWTO and, except as otherwise provided, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNWTO to any expenditure or other obligations.

Article 11 - Use Of Name, Emblem Or Official Seal of UNWTO or its Affiliates

Microsoft Corporation and its affiliates shall not in any manner whatsoever use the name, emblem or official seal of UNWTO or its affiliates, or any abbreviation of the name of UNWTO or its affiliates in connection with its business or otherwise without express prior written permission of UNWTO.

Article 12 - Amendments

This Agreement shall not be effective unless and until signed by both Parties. This Agreement may only be changed, modified, amended or supplemented by written agreement of the Parties.

Article 13 - Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior written documents.

Article 14 - UNWTO Status

Supporting the objectives of UNWTO and of the United Nations Organization, Microsoft will respect the status of UNWTO as an intergovernmental organisation of the United Nations system with its own distinct Constitution. Microsoft confirms that it is not directly involved in the production of goods or the delivery of services which would be opposed to the objectives and principles of UNWTO, the United Nations Organization or other institutions of the United Nations system. Nothing in or relating to this Agreement shall be deemed as a waiver of any of the privileges and immunities of UNWTO.

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Article 15 - Conformity With Laws

Microsoft agrees to respect the laws of the countries in which it operates. Microsoft guarantees that it will not permit any official of UNWTO to receive a direct or indirect profit from this Agreement. Microsoft will comply with U.S. export law to the extent that such export laws are applicable to the terms of this Agreement.

Article 16 - Settlement of Disputes—Arbitration

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Conference on International Trade Law).

Article 17 - Indemnity.

The Parties shall hold each other harmless, defend and indemnify each other against all awards, damages or costs incurred resulting from any intellectual property lawsuit or other liability occurring under the present Agreement and arising out of acts or omissions of the other Party.

Article 18 - Intellectual Property Infringement

In the event a Party learns or believes that a breach or infringement of its intellectual property rights or confidential trade secret information has occurred or is occurring, that Party (the “non-infringing Party”) shall notify the other Party (the “infringing Party”) of the existence of such breach or infringement. The infringing Party shall immediately exercise all necessary and best efforts to halt such breach or infringement. In the event that after the notice is delivered to the infringing Party, there is a dispute, controversy, claim or disagreement between the Parties with regard to any infringement or breach of intellectual property or confidential trade secret information, the infringing Party shall cease and desist from any such action(s) in question until the dispute, controversy, claim or disagreement can be submitted and resolved pursuant to the Settlement of Disputes – Arbitration provision.

Article 19 - Notification.

The addresses for service of notices under the present Agreement shall be:

If to Microsoft:

Microsoft Corporation
One Microsoft Way
Washington 98052-6399, USA

If to UNWTO:

UNWTO,
Head of Administration
Capitain Haya 42
228020 Madrid Spain,
IN WITNESS WHEREOF this Agreement has been executed by duly authorized officers of the Parties

DATED 1st July 2006

UNWTO

By:
Name: Francesco Frangialli
Title: Secretary General
Date: 10th of July 2006

MICROSOFT CORPORATION

By:
Name: Gerrit T Elliott
Title: Corporate Vice President
Date: 10th July 2006

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APPENDIX 1 – STRATEGIC POSITION OF THE AGREEMENT

UNWTO is participating in the building of an international strategic partnership to bridge the digital divide and establish open and inclusive knowledge societies. It seeks to use information and communication technologies (ICTs) to accelerate tourism related social and economic development, acting through the collaboration of a range of stakeholders. The challenges of poverty reduction, achieving the Millennium Development Goals and addressing the disparity between the “information haves and have-nots”, are enormous.

In this context, UNWTO recognises the significant contribution that can be made by the private sector to these strategic objectives and is therefore actively promoting and building relationships with a variety of private sector stakeholders, including various companies in the ICT industries. UNWTO’s intention is to mobilise partners from civil society and, in particular, from the private sector to achieve its strategic goals and programme priorities.

The mobilisation of partners from the private sector is advocated by the UN ICT Taskforce. It was also endorsed by the World Summit on the Information Society (“WSIS”). This produced a Declaration of Principles and a Plan of Action, articulating a common vision of the scope and complexity of commitments and actions necessary to address the digital and knowledge divides. More particularly on the issue of software and access to knowledge, Paragraph 27 of the Declaration states:

"Access to information and knowledge can be promoted by increasing awareness among all stakeholders of the possibilities offered by different software models, including proprietary, open-source and free software, in order to increase competition, access by users, diversity of choice, and to enable all users to develop solutions which best meet their requirements. Affordable access to software should be considered as an important component of a truly inclusive Information Society”.

And Paragraph 10.e of the Plan of Action provides:

“Encourage research and promote awareness among all stakeholders of the possibilities offered by different software models, and the means of their creation including proprietary, open-source and free software, in order to increase competition, freedom of choice and affordability, and to enable all stakeholders to evaluation which solution best meets their requirements”.

Under its Medium Term Agenda 2010 and its strategic White Paper 2020 UNWTO supports programs across the Tourism Sector and related industries to encourage sustainable development and pursuit of the Millennium Development Goals. It acknowledges the increasingly important role of ICT in this endeavour and will pursue its integration on the terms set out in the Declaration of Principles and the Action Plan above.

UNWTO and Microsoft believe that mainstreaming ICTs into tourism related community development programmes information sharing through the internet by every country and every community in the world has great potential for improving quality, increasing access to and reducing costs in education, capacity building, digital inclusion and, eventually, bridging the digital divide. It will be of vital importance for the economic participation, social cohesion and development of mankind – particularly in the world’s poorest countries.

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AGREEMENT

BETWEEN THE WORLD TOURISM ORGANIZATION (UNWTO) AND STRATEGIC BUSINESS MEETING S.A (SBM) ON THE ESTABLISHMENT OF THE STRATEGIC PARTNERSHIP

The World Tourism Organization (hereinafter referred to as UNWTO) and Strategic Business Meeting S.A (hereinafter referred to as SBM);

Recognizing the importance of Tourism in the development of the African continent;

Recognizing its strong tourism potential;

Considering TourismAfrica Strategic Business Meeting an important contribution to the Millennium Development Goals over the next decade;

Have agreed as follows:

1.- Commencing with the 2006 Tourism Africa Exhibition and related meetings, UNWTO will be the overall Strategic Partner of the event

2.- UNWTO will be identified as such in all literature and events displays including its logo

3.- UNWTO will be offered a keynote speaking spot at the opening event, and the Congress as well as agreed forum tracks

4.- UNWTO will participate in the Steering Committee and will chair the Advisory committee

5.- UNWTO will promote the event to its Members and Stakeholders- who will be offered advantageous participation conditions

6.- UNWTO will organize the e-Tourism for Development Day

7.- This agreement will continue for a 3 year period

8.- It will be renewable unless either party gives 3 months notice of cancellation

9.- There will be no use of the UNWTO logo without permission
10. There will be no financial exchanges between the parties.

11. UNWTO and SBM will explore other opportunities for collaboration on a case by case basis.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives, have signed this Agreement in two original counterparts in the English language on 18 August 2006.

For the World Tourism Organization

Mr. Francesco Frangialli
Secretary-General

For Strategic Business Meeting S.A

Mr. Claude Miffon
Administrator
MEMORANDUM OF UNDERSTANDING (MOU)

between

UNITED NATIONS WORLD TOURISM ORGANIZATION (UNWTO)

and

INTERNATIONAL CENTRE FOR INTEGRATED MOUNTAIN DEVELOPMENT (ICIMOD)

Preamble

Realising the important role that TOURISM and tourism-related activities play in enhancing the appreciation, conservation and preservation of natural heritage, especially in mountain landscapes, and at the same time, in promoting sustainable livelihoods of communities living in mountainous areas through the generation of employment and income,

Recognising the vast tourism potential of The Greater Himalayan Region especially with regard to ecotourism, rural tourism, community-based pro-poor tourism, adventure tourism, and winter sports/skiing,

The United Nations World Tourism Organization (hereinafter called UNWTO), the premier global organization engaged in developing tourism as a major engine for socio-economic growth and the International Centre for Integrated Mountain Development (hereinafter called ICIMOD), the premier international mountain learning and knowledge centre committed to promote sustainable livelihoods in the mountainous communities, hereby enter into this memorandum of understanding (MOU) with the intent of working together in optimising the use of each other’s expertise, experience and potential for the development, promotion and preservation of mountain areas for tourism.

Objective

The objective of this MOU is to enable UNWTO and ICIMOD to take necessary steps and devise appropriate measures and programmes of work in their respective domains and wherever possible, collaborate towards the sustainable development and promotion of mountainous areas for tourism so as to ensure the maximum socio-economic benefits to local communities and minimise any possible adverse environmental impacts.

Areas of Mutual Cooperation

In fulfilment of the above objective, UNWTO and ICIMOD mutually agree to:
1. Exchange of information pertaining to policies related to sustainable tourism development in mountain areas, including measures to minimise the impacts of climate change on mountain tourism, and to maximise the preservation of natural heritage sites, as well as measures for poverty alleviation through tourism and community-based tourism development.

2. Provide assistance to each other in identifying training needs for tourism services especially with regard to guiding, trekking, ecotourism, community-based tourism, and, safety and security features of adventure tourism as well as the development of winter sports/skiing tourism.

3. Identify bottlenecks in sustainable expansion of sustainable mountain tourism and recommend ways and means for removal of barriers.

4. Promote and facilitate undertaking of mountain tourism-related projects and identification of investment opportunities.

5. Support and encourage participation of the local communities in the tourism development and management process so that they obtain the maximum socio-economic benefit from tourism.

6. Facilitate organizing seminars, workshops and interface meetings, wherever possible in cooperation with each other and also meetings at regular intervals between the members of the two organizations with a view to exploring and discussing new opportunities and avenues for development and promotion of mountain tourism.

7. Consider constituting joint committees or fora for business and government interaction and organizing joint programmes.

This MOU is non-binding and does not, by itself, create any legal obligation between the two organizations. It is just a record of mutual understanding and intention to enlarge the scope of mutual cooperation.

In witness whereof, the United Nations World Tourism Organization and the International Centre for Integrated Mountain Development enter into this MOU in [city, country] on [date].

For the International Centre for Integrated Mountain Development

[Signature]
J. Gabriel Campbell
Director-General

For the UN World Tourism Organization

[Signature]
Francesco Frangialli
Secretary-General
Cooperation Agreement between the
World Tourism Organization and the
World Youth Student & Educational Travel Confederation

Preamble

Whereas the World Tourism Organization, hereinafter the UNWTO, is the
specialised agency of the United Nations in charge of tourism, with a
membership encompassing 150 countries, 7 territories and more than 300
Affiliate members representing local government, tourism associations and
private sector companies,

and

Whereas the World Youth Student & Educational Travel Confederation,
hereinafter the WYSE Travel Confederation, is a not-for-profit organisation,
comprising 500+ members, representing the global community of youth travel,
student travel and international education specialists,

and

Whereas UNWTO, an organization committed to Tourism, Travel and the
Millennium development Goals, aims to play a central and decisive role in
promoting the development of responsible, sustainable and universally
accessible tourism, in order to contribute to economic development, international
understanding, peace, prosperity and universal respect for, and observance of,
human rights and fundamental freedoms.

and

Whereas the mission of the WYSE Travel Confederation is to “increase
international understanding through the promotion of travel and educational
opportunities for students and youth”.

and

Whereas the WYSE Travel Confederation has expressed its intention to become
an affiliate member of UNWTO following the previous memberships of ISTC and
FIYTO,

and

Whereas cooperation between the UNWTO and the WYSE Travel Confederation
will maximise resources available for the achievement of common goals,
the UNWTO and WYSE Travel Confederation, as signatories to this agreement, do hereby resolve to work together in a productive and enduring partnership.

Article I - The Importance of Youth Travel, Student Travel and International Education

The UNWTO and the WYSE Travel Confederation recognise that:

- Young travellers represent one of the fastest growing segments of the travel industry, accounting for an estimated 20% of all international tourist arrivals;

- Young travellers travel with a purpose, and seek a wide range mix of travel experiences – independent travel, international education, volunteering, adventure travel, cultural exchanges, work experience, au pairing, language programs, that lead to education, personal development and international understanding;

- Young travellers generate billions of dollars in international tourism receipts annually. Staying for longer periods in their destinations and often travelling off the regular tourist routes, the significant economic contribution they make remains with locally-owned businesses and communities, contributing to sustainable tourism, economic development and poverty alleviation;

- Today's young travellers lead travel trends and prepare themselves to be tomorrow's globally-oriented citizens, world leaders, business professionals, artists, scientists, doctors, social activists and the parents of the next generation of young travellers.

Article II - Objectives of the cooperation

Under the aegis of this agreement, the UNWTO and the WYSE Travel Confederation will undertake cooperative activities to:

(i) Research, document and actively promote the importance of youth travel, student travel and international education, and

(ii) Raise awareness of the educational, personal development and broader social value of youth travel and engage Government, public institutions, private industry and non-governmental organizations in activities that facilitate travel opportunities for young people.
Article III – Joint Activities

In the coming two years (January. 2007 – Dec. 2008), the UNWTO and WYSE Travel Confederation will work together to:

a) Issue a compendium of research on youth and student travel, which includes data and other findings drawn from:

- 2) UNWTO / ISTC survey of youth and student tourism policy
- 3) Study of the impacts of (extended) youth travel experiences on attitudes and values
- 4) 2005 bibliography of youth and student travel research
- 5) Other relevant research

b) Organise conferences, seminars or workshops to increase awareness of the importance of youth and student travel among government officials, national tourism authorities, educational specialists, destination management organisations, the broader public, and commercial travel industry sectors, especially in regards to:

- the economic value of youth, student travel and international education;
- the personal, social and cultural benefits of youth and student travel;
- the potential to promote responsible travel habits and create linkages between youth and student travel, responsible travel practices, and the sustainable development of tourism;
- the respective opportunities, roles and responsibilities of private, public and non-governmental organisations in supporting youth and student travel;
- making educational travel and work experiences happen – overcoming commercial and policy obstacles.

Article IV - Implementation of the Agreement

1) The implementation of all joint activities will have to be approved by the executive heads of both organizations;

2) The resulting reports have to be approved by both organizations before their publication and will include the logos of both organizations on the front cover to show the cooperative partnership between both organizations, and will give due credit that they have been produced as a
result of such cooperation. Title rights, copyrights, author's royalties, reproduction, dissemination policy and all other rights of whatsoever nature will be in due time agreed between both organizations and always prior to publication.

3) The signatory parties shall consult each other regarding any difficulties that may arise from the interpretation or implementation of this Agreement. If both parties cannot find a solution by common agreement, they commit to designate a neutral authority to find a solution;

4) The two institutions shall each appoint a representative to maintain permanent liaison with the other institution, and to monitor the application of this Agreement.

In witness thereof, we, the undersigned, warrant that we have the full authority to represent the two parties in the case of the research and the resulting publications referred to in the Agreement, and that we agree to the conditions of this Agreement as of the date written below.

Madrid, February 1, 2007

Francesco Frangialli
Secretary General
World Tourism Organization

David Jones
Director General
World Youth Student & Educational Travel Confederation
MEMORANDUM OF UNDERSTANDING

between

World Tourism Organization (UNWTO)
Capitán Haya, 42
28020 Madrid
Spain

and

Foundation for Environmental Education (FEE)
c/o Danish Outdoor Council
Scandiagade 13
2450 Copenhagen SV
Denmark

RECOGNISING that the World Tourism Organization (hereafter referred to as “UNWTO”), a specialized agency of the United Nations, is the leading international organization in the field of tourism and it serves as a global forum for tourism policy issues and practical source of tourism know-how. The UNWTO plays a central and decisive role in promoting the development of responsible, sustainable and universally accessible tourism, with the aim of contributing to economic development, international understanding, peace, prosperity and universal respect for, and observance of, human rights and fundamental freedoms. In pursuing this aim, the Organization pays particular attention to the interests of developing countries in the field of tourism;

RECOGNISING the work of UNWTO in promoting the sustainable development and management of tourist destinations worldwide as the only way to ensure tourism’s contribution to the Millennium Development Goals;

RECOGNISING that the Foundation for Environmental Education (hereafter referred to as “FEE”), formerly known as the Foundation for Environmental Education in Europe, established in 1981 in Holland, is a not-for-profit, non-governmental organisation comprised of national member organisations which are likewise not-for-profit and non-governmental, and is active in promoting, developing and managing environmental education programmes for sustainable development within the areas of formal education, training of staff, awareness raising, management practices and certification schemes;

RECOGNISING that FEE’s Blue Flag Programme is an exclusive eco-label and a voluntary programme working with tourism in coastal areas, and that Blue Flag works towards sustainable development at beaches and marinas through strict criteria dealing with environmental education and information, water quality, environmental management, and safety and other services;
RECOGNISING ALSO that UNWTO is cooperating with FEE regarding Blue Flag on adapting and extending the Blue Flag scheme outside Europe starting with the Caribbean Region and as a member of the International Blue Flag Jury;

RECOGNISING that the FEE's Green Key Programme is a tourism-related environmental education programme of FEE built on the principles of Blue Flag, and that Green Key is a voluntary exclusive eco-label for accommodations (hotels, camp sites, holiday homes, etc), restaurants, tourist attractions, etc with criteria within the categories of environmental management, involvement and communication and direct measurements;

RECOGNISING ALSO that FEE currently has three school-related environmental education programmes: Eco-Schools, Young Reporters for the Environment and Learning about Forests;

RECOGNISING that FEE is an affiliate member of UNWTO and a member of the UNWTO Ethics Committee, and as such commits to endorse the Global Code of Ethics for Tourism;

Aware of the fact that UNWTO and FEE wish a closer substantive cooperation between the two organisations in carrying out their respective mandates, including the formulation and execution of existing and new joint programmes;

THEREFORE, UNWTO and FEE (hereinafter referred to as Parties) have agreed as follows:

ARTICLE 1 - OBJECTIVE

1. The present Memorandum of Understanding (hereinafter referred to as MoU), which is in line with the resolutions and decisions of the Governing bodies of UNWTO and FEE is intended to provide a framework of cooperation with a view to contributing to more effective attainment of their common objectives.

2. The Parties agree to a long-term cooperative relationship for the purpose of identifying and developing programmes and activities, such as the Blue Flag and Green Key programmes, to attain common objectives on sustainable tourism and environmental education.

GENERAL CLAUSES

ARTICLE 2 - AREAS OF SHARED INTEREST AND COOPERATION

3. This MoU is intended to be an enabling framework of cooperation. Individual or specific areas of cooperation will be negotiated and, when agreed, attached as annexes to this MoU and implemented separately. These annexes shall form an integral part of this MoU and, unless expressly provided otherwise, a reference to this MoU constitutes a reference to the MoU with any annexes thereto.

4. The Parties will act in close cooperation and consult each other, on a regular basis, on issues of common interest, including joint projects and other activities at the global, regional and national levels, in order to coordinate their work and to strengthen cooperation.
ARTICLE 3 - COLLABORATION ON ENVIRONMENTAL EDUCATION AND SUSTAINABLE TOURISM

5. The UNWTO - FEE collaboration shall focus on all relevant areas of common interest related to environmental education and sustainable tourism on prioritized issues and programmes. In particular UNWTO and FEE will cooperate and coordinate their initiatives in the following areas:

a) UNWTO recognises, disseminates information on and promotes this established partnership to its political and technical bodies, to its members and public in general;

b) UNWTO recognises FEE’s Blue Flag Programme as a valuable eco-label for beaches and marinas, proving its effectiveness for nearly 20 years, having achieved a critical mass and wide acceptance by tourists and being financially sustainable;

c) UNWTO recognises FEE’s Green Key Programme as a valuable eco-label for accommodation (hotels, camp sites, holiday homes), restaurants, tourist attractions, etc., which can develop in similar lines as the Blue Flag Programme;

d) As the main UN agency for tourism matters, UNWTO is willing to facilitate dialogue and involvement of FEE and its Blue Flag / Green Key programmes with other relevant UN agencies, their programmes and initiatives;

e) UNWTO commits itself to invite FEE to participate in conferences, seminars, workshops or other initiatives promoted by UNWTO in the area of sustainable tourism and environmental education, as appropriate;

f) FEE will disseminate information on and promote this established partnership to its organisational bodies/members, direct stakeholders and public at international, national, regional and local levels, especially as relevant to beaches, marinas and boats of the Blue Flag programme and accommodations, restaurants, tourism attractions, etc. of the Green Key programme;

g) FEE recognises UNWTO as a principal institution in the international development of the Blue Flag and Green Key Programmes, especially UNWTO recommendations to governments for supporting and/or establishing national certification systems for sustainable tourism;

h) FEE, through its Programme Coordinations and Member Organisations will endeavour to promote, participate in and contribute to events, initiatives, consultations and other activities as requested by UNWTO;

i) FEE will invite a representative of UNWTO to attend its General Assembly and Programme national operator Meetings as appropriate.

j) UNWTO and FEE will jointly collaborate in programming and fund raising to finance activities associated with the enlarging of the Blue Flag and Green Key programmes to other regions, such as organising seminars / conferences, exploratory / mentoring visits to potential candidates for FEE membership, capacity building training, resources and/or materials for new FEE members to initiate the FEE programmes or adapt existing programmes, and increases to networking and dissemination capacity of FEE Programme International Coordinations, as appropriate;
ARTICLE 4 - MODALITIES OF COOPERATION

6. To ensure that the partnership develops optimally in the spirit of this MoU, UNWTO and FEE will maintain close working relationship and each party undertakes to support the other and seek ways to make the most effective use of the cooperation in pursuit of its mission. In particular, the Parties agreed on the following:

a) UNWTO, through its experience with multi-stakeholder involvement and its existing networks, will assist in the identification of organisations, organisational networks and established programme networks that may be appropriate for FEE membership with a view to piloting, managing and developing Blue Flag, Green Key and other programmes of FEE as appropriate;

b) UNWTO will advise and make available to FEE technical material and information related to the latter's areas of activities, such as material and information, which in turn will be disseminated and promoted to FEE's members and stakeholders as appropriate;

c) UNWTO will provide technical support, when necessary and practicable through its staff, in their areas of expertise; as well as facilities (web-based, logistic, etc), for events, publications, etc, as appropriate;

d) FEE, where applicable, will invite UNWTO representatives to be Members of Steering Groups, Advisory Boards, International Juries or other consultative committees at international and regional levels as appropriate;

e) FEE will continue the work on extending the Blue Flag and Green Key programmes to new regions, through the piloting and development of new national programmes and involvement and adaptation of existing networks of programmes for environmental education for sustainable development;

f) FEE will promote and disseminate through its international network and to its stakeholders initiatives and materials which are coherent with the nature of this partnership. FEE will work with UNWTO on producing or acquiring support resources for beaches, marinas, boats, hotels, camp sites, holiday homes, restaurants and other direct stakeholders in tourism.

ARTICLE 5 – GENERAL PROVISIONS

7. Financial Provisions: Financial provisions relating to any cooperative activity between the parties will be included in relevant complementary agreements relating to that activity.

8. Privileges and Immunities of the United Nations:

a) Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities of the United Nations.

b) Agents or employees of FEE are not considered in any respect as being officials or staff members of UNWTO.

c) FEE refrains from any action which may adversely affect UNWTO or the United Nations and shall fulfil its commitments with the fullest regard to the interests of the United Nations.

d) FEE shall indemnify, hold and save harmless and defend at its own expense UNWTO, its officers, agents and employees from and against all suits, claims, demands and liability of any kind, including costs and expenses arising out of negligent misconduct of FEE or its employees in the performance of the terms of this Memorandum.
ARTICLE 6 - ENTRY INTO FORCE, AMENDMENT AND TERMINATION

9. Amendment: This MoU may be amended with the mutual consent of the Parties in writing. Each such amendment shall enter into force on the date it is agreed to by both Parties.

10. Termination: This MoU may be terminated by either Party after giving at least six months' written notice to the other Party.

11. Adoption and Entry into Force: This MoU will enter into force on the date of signature by the duly authorized representatives of the Parties and shall continue to be in force until such time that it is terminated as provided herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized have signed the present agreement on the dates and at the places indicated below by their respective signatures.

For World Tourism Organization

[Signature]
Francesco Frangiiali
Secretary-General
World Tourism Organization

Signed on: 1 February 2007

For Foundation for Environmental Education

[Signature]
Jan Eriksen
President
Foundation for Environmental Education

Signed on: 1 February 2007
CONVENIO MARCO DE COLABORACIÓN ENTRE
LA ORGANIZACIÓN MUNDIAL DEL TURISMO, A TRAVÉS DE LA
FUNDACIÓN UNWTO-THEMIS, Y
LA UNIVERSITAT DE VALÈNCIA. ESTUDI GENERAL

La Organización Mundial del Turismo de las Naciones Unidas, UNWTO-OMT, (en adelante “OMT”), a través de la Fundación UNWTO.Themis (en adelante, la “Fundación Themis”), representada por su Presidente Ejecutivo, Dr. Eduardo Fayos-Solà, sita en Av. Dr. Vilanova, 9 Edificio Thaïs 2n C – AD500 Andorra la Vella – Principado de Andorra.

De una parte la Universitat de València, Estudi General (en adelante UVEG), con CIF Q4618001D, y domicilio en Avenida de Blasco Ibáñez, 13, 46010 Valencia, y en su nombre y representación el Excmo. Dr. Francisco Tomás Vert, Magnífico Rector de la UVEG, con poderes suficientes para la celebración de este acto en virtud de lo establecido en los Estatutos de la UVEG, poderes que no le han sido derogados ni modificados.

CONSIDERANDO

Que la Organización Mundial del Turismo, como organismo especializado de las Naciones Unidas, viene priorizando entre los objetivos de su Programa de Trabajo la consideración del Turismo como instrumento de Desarrollo, en consonancia con los Objetivos del Milenio adoptados por la Organización de las Naciones Unidas.

Que es parte de la misión de la Organización Mundial del Turismo aumentar el potencial de los recursos humanos para el turismo en los Estados Miembros y los Miembros Afiliados, ejerciendo liderazgo y tomando iniciativas en educación, formación y transmisión de conocimientos, desarrollando las necesarias estrategias y actuaciones con instituciones de enseñanza, para lograr calidad y eficiencia en la educación e investigación turísticas, y creando productos y servicios con características de alto valor añadido y oportunidad, contribuyendo así al desarrollo de estrategias competitivas sostenibles en la industria turística de los Miembros de la Organización Mundial del Turismo.
Que la Fundación THEMIS, como instrumento operativo de la Organización Mundial del Turismo dependiente del Departamento de Educación y Gestión del Conocimiento, viene trabajando en la administración de programas de Gestión del Conocimiento aplicado al Turismo y a la Cooperación Internacional, desarrollando programas de refuerzo institucional y formación para la gobernanza, voluntariado de apoyo, y cooperantes en el ámbito de los objetivos de su Programa de Trabajo.

Que la UVEG, dado su carácter de universidad pública, tiene como objetivo facilitar el acceso a formación universitaria y profesional a los ciudadanos. De forma complementaria, es objetivo de la universidad actuar como catalizador del desarrollo humanista, científico y tecnológico, así como impulsar la máxima interacción con el mundo empresarial.

Que la UVEG ha expresado su deseo de participar en la organización de programas de educación en turismo y cooperación internacional.

Que tanto la UVEG como la OMT y la Fundación Themis desean trabajar conjuntamente y en cooperación para la mejora de la Educación y Formación en Turismo en todo el mundo de tal manera que la creación y la difusión del conocimiento especializado en Turismo sea accesible a un gran número de países.

ACUERDAN

PRIMERO. Marco
Suscribir un convenio de colaboración marco con la finalidad de establecer fórmulas generales de cooperación que se traduzcan en modalidades operativas. Estas modalidades deben permitir aprovechar mejor los recursos humanos y materiales en temas comunes, afines o complementarios de interés mutuo, así como mejorar los servicios a sus colectivos, mediante la coordinación de actividades de formación y/o investigación y/o complementarias.

SEGUNDO. Objetivos.
El presente acuerdo se establece para intercambiar experiencias, alumnos y recursos materiales y humanos en los campos de la docencia y la investigación, así como para el desarrollo de programas conjuntos.
TERCERO-. Tipo de cooperación
La cooperación entre ambas instituciones puede incluir los siguientes aspectos:
- Fomentar programas conjuntos en el ámbito de la Cooperación Internacional para el Desarrollo.
- Promover la participación de expertos de la OMT en la impartición de programas de formación universitaria.
- Organizar conjuntamente cursos, seminarios, simposios, etc.
- Realizar estudios de investigación conjuntos.
- Dar acceso a infraestructuras, equipos y materiales específicos.
- Otras actividades de colaboración establecidas entre ambas partes.

CUARTO-. Áreas de cooperación
La cooperación se desarrollará en las áreas que sean comunes a ambas instituciones.
El perfil profesional del profesorado que participe en las actividades que se desarrollen conjuntamente será acordado entre ambas partes, bajo los estrictos principios de idoneidad profesional para las tareas a realizar.
Las áreas en las que se desarrolle la cooperación incluirán programas y actividades diversas, que se definirán específicamente en los protocolos correspondientes.

QUINTO-. Información de los programas o proyectos específicos.
Para cada programa o proyecto específico deberá desarrollarse un protocolo.
Dichos protocolos deberán incluir la siguiente información:
A. Origen, naturaleza y descripción del proyecto
B. Nivel profesional requerido y competencias de los responsables y participantes de cada Institución.
C. La duración del proyecto.
D. Recursos financieros previstos para cubrir los gastos relacionados con el proyecto y el correspondiente presupuesto detallado.
E. Previsiones que se hayan hecho para el reconocimiento y la convalidación académica cuando proceda.
F. Las previsiones que se hayan realizado para el alojamiento y la participación en actividades universitarias, etc...
SEXTO.-Establecimiento de una Comisión Mixta
Para facilitar la elaboración de los programas o proyectos específicos, su seguimiento y cumplimiento, se constituirá una Comisión Mixta paritaria integrada por parte de la UVEG por la Vicerrectora de Relaciones Institucionales y por la Profesora Aurora Pedro Bueno, adscrita al Instituto Interuniversitario de Desarrollo Local y por parte de la OMT y la Fundación Themis por el Dr. Eduardo Fayos-Sola, como Presidente Ejecutivo de la Fundación Themis y el Dr. Vicente J. Molés como Director General de la Fundación Themis o por personas en quienes deleguen. Dicha comisión se constituirá en el plazo de treinta días, contados a partir de la fecha de la firma de este Acuerdo Marco.
La Comisión Mixta dictará sus normas internas de funcionamiento, debiéndose reunir cuando lo solicite alguna de las partes y, en todo caso, al menos dos veces al año.
Adicionalmente, y como es habitual en la OMT, la Comisión Mixta estudiará el procedimiento para integrar a la UVEG en el Consejo de Educación de la Organización Mundial del Turismo, previa obtención de la Certificación UNWTO.TedQual, procedimiento que siguen todos los Organismos y Entidades en el área de Educación y Gestión del Conocimiento que desean colaborar a largo plazo con la OMT.

SEPTIMO.- Funcionamiento de la Comisión Mixta
A la Comisión Mixta le corresponden, entre otras, las siguientes funciones:
- Proponer posibilidades de colaboración en temas científico-tecnológicos de interés común.
- Preparar los Proyectos a través de Convenios Específicos de ejecución del presente Acuerdo Marco sobre las materias seleccionadas, dentro de las modalidades de colaboración establecidas en la cláusula segunda.
- Elevar las propuestas que elabore a los órganos competentes de las dos partes.
- Realizar el seguimiento de los Convenios Específicos que se suscriban, así como aclarar y decidir cuantas dudas puedan plantearse en su interpretación y ejecución.
OCTAVO.- Forma de disponer de la propiedad intelectual
El conocimiento y la información resultante de las actividades conjuntas realizadas en el marco de este acuerdo y sus protocolos específicos estarán a disposición de ambas partes, salvo que se establezcan normas de otra índole.

NOVENO.- Vigencia y duración
El presente acuerdo entra en vigencia en la fecha de su firma y tiene duración indefinida salvo renuncia a su continuidad por cualquiera de las partes. En este último caso deberá resolverse previamente la culminación de los programas en curso, evitando cualquier perjuicio a los alumnos y otros participantes.

Por la Universitat de València

Por la Fundación UNWTO-THEMIS

Dr. Francisco Tomás Vert
Rector

Dr. Eduardo Fayos-Solà
Presidente Ejecutivo.

VºBº por la OMT

Francesco Frangialli
Secretario General
MEMORANDUM OF UNDERSTANDING (MOU)

between

WORLD TOURISM ORGANIZATION (UNWTO)

and

WORLD WIDE FUND FOR NATURE – WWF GREATER MEKONG – CAMBODIA COUNTRY PROGRAMME

concerning

COLLABORATION ON NATURE BASED TOURISM IN NORTHEASTERN CAMBODIA.

May 2007 – April 2009
Preamble

Acknowledging the importance for protection and conservation of biodiversity in the North-eastern Cambodia using an approach in which natural resources support economic development and economic development activities support biodiversity conservation;

Realising the important role that carefully designed and well-managed TOURISM and Tourism-related activities can play in enhancing the appreciation, conservation and preservation of natural heritage, especially in wildlife conservation, while at the same time promoting sustainable livelihoods of communities through the generation of employment and income;

Recognising the vast tourism potential of the Kingdom of Cambodia, especially with regard to ecotourism, rural tourism, community-based tourism, adventure tourism, and nature-based tourism;

Recognizing the role that ecotourism, rural tourism, community-based tourism, adventure tourism, and nature-based tourism, can play in sustainable resource management in the North-eastern Cambodia and also contributing to local livelihoods improvement;

Noting that the effectiveness of conservation activities can be increased through working together as a team with relevant stakeholders at national, provincial and community levels and mutual support from them;

Recognizing the need for coordination with other stakeholders and to take joint actions to address such problems as wildlife hunting, wildlife trade, unsustainable fishing, and land conversion for speculation and agro-industrial plantation, in the North-eastern Cambodia;

Pursuant to their mutual desire to collaborate in the fields of biodiversity, aquatic resources, and wildlife conservation, and improvement of local livelihoods in the North-eastern Cambodia;

The World Tourism Organization (hereinafter called UNWTO), the premier global organization engaged in developing tourism as a major engine for socio-economic growth and the World Wide Fund for Nature – WWF Greater Mekong – Cambodia Country Programme (hereinafter called WWF-Cambodia), the world's largest conservation organization committed to reversing the degradation of our planet's natural environment and to building a future in which human needs are met in harmony with nature, hereby enter into this understanding with the intent of working together to optimise the use of each other's expertise, experience and potential for effective and appropriate management of natural areas and their flora and fauna for tourism; as well as in promoting sustainable approaches to the use of renewable natural resources and promoting more efficient use of resources and energy for ecotourism and nature-based tourism.

Objective

The objective of this understanding is to enable UNWTO and WWF-Cambodia to take necessary steps and devise appropriate measures and programmes of work in their respective domains and wherever possible, collaborate towards the sustainable development and promotion of eco and nature-based tourism so as to ensure the maximum socio-economic benefits to local communities and minimise any possible adverse environmental impacts.
Areas of Mutual Cooperation

In fulfilment of the above objective, UNWTO and WWF-Cambodia mutually agree to:

1. **Exchange information** pertaining to policies related to sustainable tourism development in natural areas, including measures to minimise the impacts of climate change on eco and nature-based tourism, and to maximise the preservation of natural heritage sites, as well as measures for poverty alleviation through ecotourism and nature-based tourism development.

2. **Assess and communicate the relative benefits of eco and nature-based tourism** to local and national economies, vis-a-vis other forms of economic development, in priority nature areas.

3. **Provide assistance** to each other in 1) identifying training needs for tourism services especially with regard to nature preservation and nature-based tourism development; 2) the development of small-scale ecotourism businesses that provide a living without harming the environment; and 3) promoting sustainable tourism development to improve the quality of human life while ensuring the continued existence of the beautiful and diverse plant and animal life.

4. **Identify bottlenecks in the further expansion of sustainable eco and nature-based tourism** and recommend ways and means for removal of barriers.

5. **Promote and facilitate undertaking** of eco and nature-based tourism-related projects and identification of investment opportunities.

6. **Support and encourage participation** of the local communities in the tourism development and management process so that they may obtain the maximum socio-economic benefit from tourism. **Plan and implement public awareness campaigns** for local population vis-à-vis the negative impacts on the environment as a result of tourism activities and ways how to minimize this impact. **Develop and apply initiatives** aimed at familiarization of local population and tourism entrepreneurs on the crucial need for biodiversity conservation as well as on the importance of flora and fauna protection.

7. **Facilitate organizing Seminars, Workshops and interface meetings**, wherever possible in cooperation with each other and also meetings at regular intervals between the members of the two organizations with a view to exploring and discussing new opportunities for development and promotion of eco and nature-based tourism.

8. **Constitute joint committees or fora** for business and government interaction and organizing joint programmes.

9. **Nothing in this MOU shall grant to any party the right to use the name, trade marks or other intellectual property rights of any other party without the prior written consent of the party which is the owner of the intellectual property which is used.**
The MOU is non-binding and does not, by itself, create any legal obligation between the two organizations. It is just a record of mutual understanding and intention to enlarge the scope of mutual cooperation. Specific project collaborations are attached to this MOU as Annexes.

In witness whereof, the World Tourism Organization and WWF Cambodia enter into this MOU in Phnom Penh, Cambodia, on the 14th May, 2007.

For the WWF Cambodia

[Signature]
Mr. Teak Seng
Country Director

For the UN World Tourism Organization

[Signature]
Mr. Francesco Frongiai
Secretary - General

WWF/World Tourism Organization
Memorandum of Understanding: May 2007 - April 2009
Cooperation Agreement

between

The World Tourism Organization

Represented by
Francesco Frangialli
Secretary-General

Referred to as "UNWTO"

and

The Tsingtao Brewery Company Ltd.

Represented by
Jin Zhi Guo
President

Referred to as "Tsingtao Brewery Company Ltd."

UNWTO and Tsingtao Brewery Company Ltd. each referred to as the "Party" or collectively as "the Parties"
Cooperation Agreement between the World Tourism Organization and the Tsingtao Brewery Company Ltd.

Preamble

Whereas the WORLD TOURISM ORGANIZATION, hereinafter the UNWTO, is the specialised agency of the United Nations in charge of tourism, with a membership encompassing 150 countries, 7 territories and more than 300 Affiliate members representing local government, tourism associations and private sector companies,

and

Whereas the TSINGTAO BREWERY COMPANY LTD., is the largest and the most prestigious brewery company in China with approximately 50 breweries in operation, its products are sold in more than 50 countries worldwide and account for more than 50 percent of China's total beer exports, being the number-one branded consumer product exported from China,

and

Whereas UNWTO, an organisation committed to Tourism, Travel and the Millennium development Goals, aims to play a central and decisive role in promoting the development of responsible, sustainable and universally accessible tourism, in order to contribute to economic development, international understanding, peace, prosperity and universal respect for, and observance of, human rights and fundamental freedoms,

and

Whereas the TSINGTAO BREWERY COMPANY LTD. is a hundred-year old brand name, which has made great contributions to the cultural exchanges between China and the rest of the world in the past century and is one of the Official Domestic Beer Sponsors of the Beijing 2008 Olympic Games,

and

Whereas the TSINGTAO BREWERY COMPANY LTD. has expressed its intention to establish a long-term partnership with UNWTO,

and

Whereas cooperation between the UNWTO and the TSINGTAO BREWERY COMPANY LTD. will maximise resources available for the achievement of common goals, UNWTO and TSINGTAO BREWERY COMPANY LTD., as signatories to this agreement, do hereby resolve to work together in a productive and enduring partnership.

Article I - Objectives of the cooperation

As part of this common understanding, both parties will

1. Establish a strategic framework within which the parties agree to cooperate on advocating tourism as a primary socio-economic tool for sustainable development and as a key agent in the fight against poverty; and
2. Establish a strategic framework within which the parties agree to cooperate on advocating specifically the Millennium Development Goals of the United Nations and the fulfillment of corporate social responsibilities.

Possible areas of UNWTO-Tsingtao Brewery Company Ltd. collaboration

1. A major high-level Think Tank (Forum) to be held in China with worldwide media focus;
2. A global analysis of tourism macro-economic indicators with a hospitality focus;
3. A special series of study highlighting on tourism impacts at community level; and
4. Internship and scholarship programme with particular reference to Asia and the Pacific region.

Article II - Implementation of the Agreement

1. The implementation of all joint activities will have to be approved by both Parties on project bases;
2. The signatory parties shall consult each other regarding any difficulties that may arise from the interpretation or implementation of this Agreement. If both parties cannot find a solution by common agreement, they commit to designate a neutral authority to find a solution;
3. The two institutions shall each appoint a representative to maintain permanent liaison with the other institution, and to monitor the application of this Agreement.

We, the undersigned, warrant that we have the full authority to represent each of the two parties in the area of collaboration and the resulting publications referred to in the Agreement and that we agree to the conditions of this Agreement as of the date on which both parties affix their signatures to this document.

THE WORLD TOURISM ORGANIZATION

By: Francesco Frangialli
Name: Francesco Frangialli
Title: Secretary-General
Date: 24 April 2007

TSINGTAO BREWERY COMPANY LTD.

By: Jin Zhi Guo
Name: Jin Zhi Guo
Title: President
Date: 17 May 2007
Memorandum of Understanding
Between
The World Tourism Organization (UNWTO) and
The World Centre of Excellence for Destinations (CED)

I. Parties

This document constitutes a Memorandum of Understanding between the World Tourism Organization (UNWTO), based in Madrid, Spain, and the World Centre of Excellence for Destinations (CED), based in Montreal, Quebec, Canada.

II: Background and objectives:

A. Background

UNWTO, a specialized agency of the United Nations, is the leading international organization in the field of tourism. It serves as a global forum for tourism policy issues and a practical source of tourism know-how. UNWTO, plays a central and decisive role in promoting the development of responsible, sustainable and universally accessible tourism and a catalytic role in promoting technology transfers and international cooperation in stimulating and developing public-private sector partnerships and in encouraging the implementation of the Global Code of Ethics for Tourism.

The CED, as a non-profit organization, expands upon the activities of the Destination Council of the UNWTO by bringing added value and expertise on innovative destination policies and practices. The CED serves as a catalyst for collaborative activities and partnerships with public and private stakeholders such as destination management organizations (DMOs) at national, regional and local level, business and business associations, education institutions and research centers, preservation and conservation groups, and civil society at large.

B. Objectives:

This Memorandum of Understanding (MOU) commits both UNWTO and CED to work collaboratively on creating strategies and disseminating know-how and good practices which help tourist destinations reach excellence by:

- Reinforcing (strengthening) their competitiveness,
- Enhancing sustainable development of tourism, maximizing the social and economic benefits of the local community,
- Improving quality of service and experiences, and
- Implementing geo- tourism, defined as “enhancing the geographical character of place—its environment, culture, aesthetics, heritage, and the well-being of its residents.”
C. Principles

The action of the CED will draw inspiration from the UNWTO’s Global Code of Ethics for Tourism. The CED will also follow the principles of Cultural Tourism Charter established by the International Council of Monuments and Sites (ICOMOS) (Appendix B) and the Principles of National Geographic’s Center for Sustainable Destinations principles set forth in its Geo-tourism Charter (Appendix C).

The CED will also adopt the conditions set by the Federal Government of Canada and the Provincial Government of Quebec for administrative and financial procedures.

III. Structure and management system:

Stakeholders in the development and operation of the CED are:

- Tourisme Montreal, current chair of the UNWTO’s Destination Council, and initiator of the CED concept as an independent vehicle for the Council to achieve its goals.
- Canadian Economic Development for Quebec Regions
- Le Ministère du Tourisme du Québec (Ministry of Tourism-Quebec)
- Le Ministère des Affaires municipales et des Régions du Québec
- Université du Québec à Montréal
- Bell Canada
- George Washington University (Washington, DC/USA)
- National Geographic Society’s Center for Sustainable Destinations (NGS CSD)

All of the above shall be known as founding partners.

CED will be governed by a Board, comprised, initially, of one representative from each of the founding partners. The Chairman of the UNWTO Destination Council will serve as an ex-officio member of the Board. The board shall elect its chair from among the founding partners. The UNWTO Secretary-General or a representative from the UNWTO Secretariat assigned by the Secretary-General shall attend the meetings of the Board.

Additional representatives, from a worldwide network and sharing the same vision with CED may be invited by the Board to become a partner (provided that they are members of the UNWTO). These partners, invited on an equitable geographical distribution worldwide, shall be selected on the basis of their excellence and expertise for tourism governance and management and shall contribute to the activities of CED through expertise, know-how and/or financial resources. The maximum number of new appointees will not exceed the number of founding partners. In addition, new board members must be nominated and approved by the current Board. Each existing partner, shall concur on the viability of the entity, their contribution to the CED and their specific roles and responsibilities, prior to any official collaboration.
IV. Responsibilities of the Parties

A. General

The World Centre of Excellence for Destinations is designed as a clearinghouse for the dissemination of know-how and good practices and cultivation of innovative thinking processes that encourage responsible destination stewardship.

In collaboration, UNWTO and CED will optimize their ability to:

- Enhance understanding and implementation of sustainable development practices by all the public and private stakeholders involved in tourism governance and management.
- Provide catalytic tools which articulate, promote and enhance excellence in destinations; and
- Document and share lessons learned.

UNWTO and CED will maintain open and pro-active communication regarding project funding and partnerships. Each party will take responsibility to explicitly provide detailed information to the other partner(s) regarding key activities that may impact funding, external messages, or new products such as, but not limited to:

- Educational forums
- Award programs
- Technical assistance and training materials for communities, industry professionals, and governments
- Strategic planning and collaboration tools

Where available and appropriate, UNWTO and CED will work together on these areas to help leverage their investment and realize similar goals.

B. CED

CED will be responsible for convening, promoting, disseminating, and developing expertise on tourist destinations from a worldwide network of partners provided that its activities are consistent and coherent with the mission and the programme of work of UNWTO. To accomplish these tasks, the CED will:

- Bring together and facilitate a network of partners recognized for their expertise on tourism destination management and sustainability. The CED will leverage the network's expertise by initiating, promoting and coordinating their activities.
- Organize worldwide strategic intelligence, monitoring and keeping abreast of destination trends and issues in order to understand the challenges and problems related to competitiveness and sustainable development.
- Provide an electronic portal on worldwide expertise that inventories information and knowledge on destinations and that highlights practices and tools that could benefit public and private destination stakeholders, including civic groups and local organizations.
- Promote an awareness of strategies that demonstrate responsible destination stewardship in profitable, competitive and sustainable ways.

Although CED is supported by UNWTO, it will remain intellectually and programmatically independent, unswayed by political agendas or motivations. The CED will provide public access to basic information on destination management and stewardship. All activities and the programme will be open and available to destinations worldwide.
C. UNWTO

UNWTO offers integrity and credibility to the process of selection and management of destination stewardship. To maximize the partnership with CED, UNWTO agrees to perform the following activities and provide the following resources to support CED: UNWTO will:

- Provide the CED with all the relevant documentation and material (surveys, research etc.) that the Organization has conducted or will undertake, related to "destination management", "destination quality", "sustainability indicators", etc.,
- Use the CED as a channel for the implementation of part of the activities supported by the UNWTO Destination Council,
- Facilitate the participation of the Destination Management Organizations from the developing world and in particular from the less developed countries which are members to UNWTO, in the quality measurement mechanism (accreditation, certification, benchmarking), which will be launched by the CED,
- Identify a group of selected countries at a global level which will act as pioneers in the implementation of the policies of quest for excellence which will be initiated by the CED.

D. Coordination between CED and UNWTO

UNWTO and CED agree to coordinate and harmonize their programme of work in the field of Destination Management and in particular on quality issues in order to promote synergy between the two organizations and to avoid duplication of work.

The CED will be authorized to use reference to UNWTO in its status, documentation and publications.

All the documents related to the management of the CED, including its internal and external audit and accounting reports will be communicated by the CED to the UNWTO Secretariat.

E. Prohibitions

CED shall not use the name, logo or any product associated with UNWTO without permission. All materials, communication or information including these branded items must be sent in advance to UNWTO for approval.

II. Equitable Apportionment of Costs

Initially, CED will be funded by the Canadian and the Quebec Governments. UNWTO will provide no capital investment to the development and management of the CED; instead, it will offer in-kind services through the activities outlined above. Each party shall bear the costs of its own activities under this Agreement. This Agreement contemplates no transfer of funds between the Parties.
III. Period of agreement and Modification/Termination

This Agreement will enter into force on a provisional basis when signed by both parties and become effective on the UNWTO side when ratified by the UNWTO General Assembly in November 2007. The Agreement will terminate on March 31, 2010, but may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for outstanding expenses incurred.

Agreed to by:

Francesco Frangialli
Secretary - General
World Tourism Organization (UNWTO)

Date: 12/06/2007

André Vallérand
Chairman
World Centre of Excellence (CED)

Date: 12/06/2007
7 August 2007

Dear Mr. Frangialli,

Re: Cooperation between UNWTO and IFTTA in the Promotion of Travel and Tourism Law Knowledge, in regard to LEXTOUR, to an Interactive Forum on Tourism Legislation, to a Glossary of Tourism Legal Terms and in Legal Mechanisms for Sustainable Tourism Development

At the 18th Congress of IFTTA held in Malta, 7-10 September, 2006, it was agreed to further cooperation between the World Tourism Organization (UNWTO) and the International Forum of Travel and Tourism Advocates (IFTTA) on the following aspects:

1. The continued development and interconnection between the UNWTO LEXTOUR database and the IFTTA website and the support of the proposed UNWTO interactive discussion forum on topical issues related to tourism legislation by the provision of IFTTA facilitators. The guiding principles for the modus operandi of the interactive discussion forum on tourism legislation are annexed to this document.

2. The establishment and maintenance of a joint multilingual glossary of legal terms applicable to travel and tourism, which shall be integrated as appropriate within the UNWTO online multilingual glossary, the TOURISTERM, and the IFTTA Legal Taxonomy of Travel and Tourism Terms.

3. Promotion of Travel and Tourism Law knowledge, education, and training.

4. In view of the important contribution of tourism to sustainable development and poverty alleviation, the fostering of support for travel and tourism lawyers and professionals from developing countries to participate in travel and tourism law congresses and symposia.
5. This letter, when signed on behalf of UNWTO and IFTTA, is a record of mutual understanding and intentions to cooperate in the above issues, to remain in force until it is formally cancelled by either part giving at least one month's written notice to the other.

As hereby signed in three originals by:

Francesco FRANGIALLI, 
Secretary-General, UNWTO  
Madrid, 30 August 2007  
Place and Date  
Signature

Dov KOLANI,  
IFTTA President  
Jerusalem, 30 August 2007  
Place and Date  
Signature
ANNEX

GUIDING PRINCIPLES FOR THE MODUS OPERANDI OF THE
INTERACTIVE DISCUSSION FORUM ON TOURISM
LEGISLATION

The Secretariat of the World Tourism Organization (UNWTO) and the Board of
the International Forum of Travel and Tourism Advocates (IFTTA) are agreed
on the following guiding principles for the modus operandi of the interactive
Discussion Forum on Tourism Legislation (hereafter Forum).

• Access to the Forum

1. Access to the Forum, for the purposes of reading messages as well as
participating in the discussions, should be restricted to authorized and
registered Members of UNWTO and IFTTA.

2. Intellectual property rights with respect to the Forum should be retained
for all intents and purposes by UNWTO and IFTTA. Forum members should
undertake not to divulge their Forum access codes to third parties or to publicly
disclose Forum content.

• Membership parameters

3. Initially, registration with the Forum should be authorized for one
individual (if possible, the legal adviser or the equivalent official) from each
National Tourism Administration (NTA) in the case of UNWTO's Member
States, and for IFTTA, each of its individual Members.

4. To broaden the Forum's audience and activity, NTAs-through their
representatives, should be able to apply for registration of more than one
individual (up to five per NTA).

• Registration procedure

5. UNWTO and IFTTA should draw up and apply a procedure for the
transmission and receipt of requests, verification, admission criteria, and user
registration, clearly specifying the functions assigned to each of the parties.

• Type of users

6. All Forum users-with the exception of the Administrator and the
Moderator(s)—should have the same rights and authorizations.

• User information profiles

7. User profiles should be defined based on a careful analysis of the users' 
communication and privacy needs and preferences.
- Communication between users

8. In principle, all communications between Forum users should be public. The exchange of private messages and communications outside of the Forum should therefore be limited or avoided.

- Forum regulations

9. UNWTO and IFTTA should draw up and publish basic regulations to govern the Forum’s operations, assigning responsibility for enforcing them to the Forum Moderator(s).

- Language of the Forum

10. The working language for the Forum should be English. All communications with Forum members, notices, tips, user guides, and messages from the Moderator(s) and the Administrator should be drafted in English. Discussions should also take place in English.

11. Only on an exceptional basis, and as circumstances require (e.g. textual citations from, comments on, or interpretations of, non-English legal texts), should members be permitted to use other languages. Those who do should assume full responsibility, with the understanding that the use of other languages will tend to limit and undermine comprehension and participation for the Forum’s other members.

- Content: Priority issue areas for the Forum

12. UNWTO, in coordination with IFTTA, should draw up a preliminary list of priority issue areas for discussion in the Forum, updating the list as the nature of discussion and user interventions evolves over time.

13. UNWTO, in coordination with IFTTA, should regularly monitor the range of issues addressed in the Forum, intervene as necessary to keep the Forum on-topic, and elicit discussion on issue areas considered of highest priority.

- Organization of the content

14. Planning for the Forum should provide for the creation and organization of “secondary” content under headings or in folders set up for that purpose, including in particular “About this Forum”, “FAQ”, and “User Guides and Tips”.

15. The main functions of the Forum Administrator and Moderator(s) should include keeping the content coherently organized. The Forum could begin operating with a very simple thematic structure, which could then be made more elaborate as the discussions and messages accumulate.
• Type of moderation

16. The Forum should be moderated, but without making messages subject to prior clearance. UNTWO and IFTTA should appoint one or more Moderators, to serve also as facilitator(s) for the discussions.

17. According to the present letter on Cooperation between UNWTO and IFTTA, the role of Moderator is to be assumed by a Member of IFTTA. The organization should have alternate Moderators to step in when the principal Moderator is not available.

18. An official from UNWTO should be assigned responsibility for monitoring and evaluating the Forum on a regular basis, to verify that the system is functioning properly, to track the level of activity and participation, as well as progress toward stated objectives, and to facilitate interaction and generate synergies between this and other UNWTO activities, and in particular, the LEXTOUR Database, the World Committee on Tourism Ethics, the Technical Cooperation, etc.

19. Forum users should be given the means to follow the historical and logical sequencing of a given discussion by displaying messages in a threaded or nested structure.

• Message formats

20. The Forum management system selected should be as friendly as possible and should allow to attach document files in commonly used formats.

• Discussion archives

21. Organized and complete archives of Forum discussions should be maintained online.

• Guides, tips, and other Forum documentation

22. The Forum should make the guide and user tips provided with the Forum management software available to users online, adapting or supplementing these material as necessary.

• Logistical and technical support for the Forum

23. The Forum should be hosted by the UNWTO Web server; UNWTO should also be responsible for the installation and configuration of the Forum management software; the creation of the Forum; the updating of the software; and the introduction of improvements.

Madrid, August 2007
MEMORANDUM OF UNDERSTANDING BETWEEN
THE WORLD TOURISM ORGANIZATION
AND
RITSUMEIKAN ASIA PACIFIC UNIVERSITY
FOR
COLLABORATION IN TOURISM EDUCATION, RESEARCH
AND INDUSTRY SUPPORT ACTIVITIES IN ASIA AND THE PACIFIC

Preamble

By signing this Memorandum of Understanding (MOU), the World Tourism Organization (UNWTO) and Ritsumeikan Asia Pacific University (APU), Beppu, Japan agree to collaborate in education, research and industry support activities relating to tourism and hospitality management in the Asia Pacific region.

Terms of Agreement

Article 1:
Both parties agree to design and plan research and industry support programs, where specific research and industry support programs will be designed in consultation with both parties and be undertaken by APU. A separate agreement for particular projects may be signed by both parties when necessary.

Article 2:
As a first step, APU will collaborate with UNWTO to conduct a joint research project (described in Article 3), and to arrange internship of research students at the Regional Representation for Asia and the Pacific of UNWTO.

Article 3:
APU will collaborate with UNWTO to publish a research-based monograph on major tourism trends within Japan and the global tourism trends related to Japan which will be disseminated to UNWTO membership in print and electronic format. APU will
forward the relevant information to UNWTO Regional Support Office for Asia and the Pacific.

Article 4:
UNWTO will provide advice to APU on gaining UNWTO TedQual certification and the University's possible eventual status as a Member of the UNWTO Education Council.

Article 5:
APU will cooperate in activities implemented by the UNWTO Regional Support Office for Asia and the Pacific.

Article 6:
This agreement is valid for a period of five (5) years from the date of signing. Thereafter it shall be automatically renewed each year.

Article 7:
This agreement can be cancelled upon mutual consent with an advance notice of a minimum of three months.

Article 8:
Two copies of this agreement will be signed and each party will retain one original signed copy for record.

In witness thereof, the signing parties have herewith set their hands on this 12th day of September, 2007

Professor Monte Cassim
President
Ritsumeikan Asia Pacific University

Mr. Francesco Frangialli
Secretary-General,
World Tourism Organization

Date: 12 Sept. 2007                Date: 12 Oct. 2007