

Annex II. Template Agreement with Host for Executive Council

AGREEMENT

between

THE WORLD TOURISM ORGANIZATION

and

THE GOVERNMENT OF (...)

relating to the holding of the ... session of the Executive Council at (*city*), (*country*), from (*dates*) (hereinafter, "the Meeting"), following the invitation of the Government of (*host country*) (hereinafter, "the Government"), accepted by the Council at its ... session (decision ...).

The aforesaid agreement is based on Article 32 of the Statutes of the World Tourism Organization (hereinafter, "the Organization"), which reads as follows: "The Organization shall enjoy in the territories of its member States the privileges and immunities required for the exercise of its functions. Such privileges and immunities may be defined by agreements concluded by the Organization", as well as on the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations of 1947 and its Annex XVIII (hereinafter, "the Convention") adopted by the seventeenth General Assembly through Resolution 545 (XVII) and on Resolution 136(V) of the fifth General Assembly of UNWTO (hereinafter, "Resolution 136(V)").

The Government, through its Ministry of Tourism and represented by its Minister of Tourism, (*name*), and UNWTO, represented by its Secretary-General, (*name*), have agreed as follows:

I

Privileges, immunities and facilities

1. Pursuant to the Rules of Procedure of the Executive Council, participants are invited to attend the Meeting by the Secretary-General of the Organization. The Secretariat shall provide in due course the names of those accepting this invitation to the authorities duly designated for this purpose by the Government, so that their travel and stay in that country can be prepared under the best possible conditions.

2. The Government recognizes the international personality and legal capacity of the Organization and guarantees it the independence and freedom of action consistent with its status as a specialized agency of the United Nations and in accordance with its Statutes. The Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations of 1947 (hereinafter, "the Convention"), adopted by the seventeenth General Assembly through Resolution 545 (XVII) shall be applicable in respect of the Meeting.

3. All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from (*host country*). The Government shall take appropriate measures to facilitate the entry into, stay and departure from its territory to the participants, regardless of their nationality. The necessary visas will be issued free of charge and without delay.
4. Participants will enjoy the privileges and immunities granted to delegates at the conferences of specialized agencies of the United Nations, as provided for under Article V of the Convention.
5. The Secretary-General of the Organization shall be accorded the privileges and immunities, exemptions and facilities granted to heads of diplomatic missions, as provided for under Article VI of the Convention.
6. The Organization's officials will also enjoy the privileges and immunities granted for the conferences of specialized agencies of the United Nations, as provided for under Articles VI and VIII of the Convention.
7. Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting.

II

Conditions for organizing the Meeting

1. The Meeting will be held at (*city*), (*country*), from (*dates*).
2. The Government of (*host country*), in addition to the financial obligations provided for in the Annex I hereto and elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Meeting in (*city*), (*country*), rather than at the Headquarters of the Organization, in Madrid, Spain.
3. The Government of (*host country*) shall provide the Organization for the purposes of this Meeting with staff, offices, interpretation equipment, office furnishings and reproduction equipment for the documents required during the Meeting, as enumerated in the annex and covered, if necessary, by additional clauses.
4. The Organization and the Government will provide for the Meeting the goods and services in kind listed in Annex II and valued at their fair value at the date of conclusion of this agreement. Unless otherwise agreed, the goods in kind will return to the corresponding providing party upon completion of the project.
5. The Government of (*host country*) shall not hold the Organization liable for any injury or damage that might occur to the persons or facilities mentioned above, nor for the consequences of any claims made for such damages, except in the case of serious negligence.
6. The Conference room, offices and other premises made available by the Government shall constitute the conference area and shall be considered as premises of the World Tourism Organization during the Meeting, for the duration of any additional period necessary to prepare and to conclude the operations of the same.

7. Considering the mandatory security standards required by the United Nations Department of Safety and Security (UNDSS), the Government shall take the necessary measures to ensure the safety and security of the delegates, staff and visitors participating in the event. The Host country will provide protection to ensure the effective functioning of the event in an atmosphere of security and tranquillity, free from any security disruption, including the following procedures:

- Designate a Responsible for Security so that the Security Department at UNWTO can liaise with him/her at all times.
- Verify the event's locations (Hotel/Accommodation & event's venue) and perimeter, check the security materials and their good using-order, as well as checking the personnel needed in order to draw-up the Security Plan.
- Check that all valid security measures for the fire, emergency exits, etc. are in force and being carried out at the location and its perimeter.
- Implement a correct access system for the event's location.
- Take all necessary measures for the participants' security at all times, especially in the case of VIPs (pick-up, transfers and placing).
- Distribute relevant security information to participants. This information should cover basic security norms to be followed in the case of emergencies (evacuation plan), indicating emergency routes and exits, the location of the medical facilities, relevant emergency numbers, and others.

If the security requirements established by the UNDSS provide for a Memorandum of Understanding to be signed, such Memorandum shall be attached as an Annex to this Agreement and duly accepted by both parties.

8. This Agreement and its Annexes, which shall be duly signed and approved by both Parties, shall enter into force on the date of signature and remain applicable throughout the Meeting and for the duration of any additional period necessary to prepare for and to conclude the operations thereof.

9. Any use of the name and/or emblem, flag or abbreviation of the name of UNWTO in connection with the Meeting shall be subject to prior request to UNWTO and written authorization from the Secretariat, including the terms and conditions for the use of UNWTO signs.

10. The parties undertake to maintain constant contact for the preparation and conduct of the Meetings, to inform each other of any issue that might affect the implementation of this Agreement and to co-operate and collaborate on all relevant matters in respect of this Agreement. With this aim, each Party shall appoint its official as the Conference Coordinator and shall communicate his/her name, position and contact details to the other Party.

11. Any amendment to this Agreement or to any Annex hereto shall be effected by mutual agreement of the parties through an appropriate supplementary letter of agreement.

12. The parties shall make every effort to seek an amicable settlement of any difference, controversy or dispute arising out of or in connection with this Agreement. If such difference, controversy or dispute cannot be settled by direct negotiation between the parties, it shall be settled in accordance with Article IX of the Convention.

Done in [place] on [date] in [language]

Option 1 (one language, being an official language of the Organization)

Option 2 (more than one language, one being an official language of the Organization and the other not) [language] and [language], the version in [official language of the Organization or working language] taking precedence in the event of a conflict between the two versions.

Option 3 (more than one language, both being official languages of the Organization) in [language] and [language], the version in [working language] taking precedence in the event of a conflict between the two versions.

For the Government of (*host country*)

For the World Tourism Organization

.....
(name)
Minister for Tourism

.....
(name)
Secretary-General

(place), (date)

(place), (date)

ANNEX I
ON
TERMS AND CONDITIONS

A. SERVICES TO BE PROVIDED AND EXPENSES TO BE PAID BY THE GOVERNMENT

I. PREMISES AND EQUIPMENT

1. The Government shall provide the premises, facilities and equipment listed below:
 - a) A conference room for the Council session (no less than 350 square meters), with the following characteristics:
 - Capacity for approximately **120 persons seated with tables in U shape**, plus additional **seating for another 30 persons** without tables, as well as a **presidential table** with 9 seats, closing the open end of the U. An **additional table** for 3 persons shall be available next to or behind the presidential table.
 - Each participant shall receive a pair of **earphones**, and the **microphones** (approximately 60 microphones in total). shall be distributed on the tables as follows:
 - *Presidential table*: 5 microphones
 - *Podium*: 1 microphone
 - *U-shaped table*: one microphone for every two delegates.
 - The podium shall be equipped with one **computer**.
 - The room (presidential table and U-shaped table) shall be equipped with **nameplates** (design provided by UNWTO).
 - The room shall be equipped for **PowerPoint presentations**, with at least two large-dimension screens.
 - The room shall be equipped with **5 double booths for simultaneous interpretation**, that is, one per interpretation language (Arabic, English, French, Russian and Spanish), along the specifications of the International Association of Conference Interpreters (AIIC):
 - <http://www.aiic.net/ViewPage.cfm/page587.htm>
 - <http://www.aiic.net/ViewPage.cfm/page590.htm>
 - The room shall be equipped with a digital system for double **recording of the proceedings** (from the floor as well as from the English booth).
 - The room shall be equipped with a **large-dimension panel** (design provided by UNWTO) indicating the name, place and dates of the Executive Council in English, French and Spanish, with the logo of the host country on its right hand-side and the UNWTO logo on its left hand-side.
 - A **bulletin board** shall be available at the entrance of the conference room for posting any information of interest to the delegates.

- b) An office for the Secretary-General, equipped as follows:
- One desk with a chair, plus 2 chairs for visitors
 - A meeting space for 6 persons (a round table and 6 chairs)
- c) An office for the Chief of Cabinet of the Secretary-General, adjacent to the office of the Secretary-General, with:
- One table with 2 chairs
 - A computer and a printer
 - A waiting space with a sofa or several armchairs for the visitors waiting for the Secretary-General
- d) An office for the Executive Directors, with:
- 3 tables with one chair each
 - A computer and a printer
 - A meeting space for 6 persons (a round table with 6 chairs)
- e) An office for the Assistant to the Executive Directors, adjacent to their office, with:
- A table with 2 chairs
 - A computer and a printer
- f) An office for the Secretary of the Executive Council and the Director of Administration and Finance, with:
- 2 tables with 2 chairs each
 - 2 computers with one printer
 - A meeting space for 6 persons (a round table with 6 chairs)
- g) An office for the Meetings Secretariat
- 4 tables with one chair each
 - 4 computers and 2 printers (connected to the 4 computers)
 - Office supplies (according to list of supplies provided separately)
- h) A large room for the reproduction and stocking of documents, with:
- 5 large tables or shelves (1 for each official language) and 2 auxiliary tables for the assembly of the documents
 - 2 high-speed duplex photocopying machines (minimum 90 copies/minute)
 - Paper¹ (DIN-A4, 20.000 sheets) and supplies for the reproduction of documents
- i) A room for the delegates in the vicinity of the conference room, with:
- 3 computers with free Internet access
- j) A multi-purpose office, with:
- 8 chairs and one round table

¹ Paper should preferably have a high recycled content and be totally or elementary chlorine free (TCF or ECF).

- k) A registration desk for 3 persons, with:
 - 3 computers
 - Posts and ropes for organizing the delegates waiting to be registered
 - 1 auxiliary table, if necessary, for the registration material (badges, holders, etc.)
 - l) An information desk for 2 persons, with a **bulletin board** next to it for posting any information of interest to the delegates.
2. The following rules will apply to all the facilities mentioned above:
- a) Furnishings and availability.- All rooms and offices shall have to be furnished in accordance with the use for which they are intended, and be available at least 48 hours in advance of the opening of the Council. The offices for the Meetings Secretariat and for the document reproduction shall be available before, on a date to be communicated in due time (i.e., the date of arrival of the Meetings Secretariat staff), and for the period necessary to prepare and to conclude the operations of the meeting (until one day after the end of the meeting).
 - b) Communications.- All offices should be connected with the internal telephone network. The offices of the Secretary-General and the Meetings Secretariat shall be provided with an international telephone line. The office of the Meetings Secretariat shall also be equipped with a direct international fax, with a separate telephone line. In addition, the Government shall provide 7 local cell phones (and chargers) as a means of communication during the set-up, duration and dismantling of the Meeting. The cost of communications shall be covered by the Government.
 - c) Computers and printers.- The Government shall supply 16 computers and 6 laser printers, with the following specifications:
 - Processor: Pentium IV 2.0 GHz or higher
 - Memory: 1 Giga minimum
 - Monitor: TFT 15' minimum
 - Keyboard: QWERTY international
 - System: Windows 7
 - Programme: Microsoft Office 2010
 - CD-Rom/DVD Read/Write Unit
 - Internet connection
 - Mouse
 - Printers: adapted to the above system

II. LOCAL STAFF RESPONSIBLE TO THE SECRETARY-GENERAL OF THE ORGANIZATION

1. The Government of (*host country*) shall provide the following local staff:
- 3 conference officers to provide assistance in the Conference room in English, French and Spanish;
 - 3 conference officers to take care of on-site registration of the participants, with a good knowledge of the same three languages;

- 2 conference officers for the information desk, with a good knowledge of the same three languages;
- 2 technicians for document reproduction (1 reproduction technician and 1 maintenance technician for the photocopying machine) at all times (including the night from ... to ...), with a good knowledge of English, French or Spanish;
- A technician responsible at all times for recording the deliberations and for audio-visual equipment, with a good knowledge of English, French or Spanish;
- A computer technician responsible at all times for solving any possible technical problem, with a good knowledge of English, French or Spanish.

III. TRANSPORT (FOR OFFICIALS OF THE SECRETARIAT, INTERPRETERS AND MATERIALS REQUIRED FOR THE SESSION)

1. The cost of transport for officials designated by the Secretary-General, as well as for necessary materials shall be covered by the Government. Staff travelling to (*city*), (*country*), shall not exceed 15 persons, plus two staff members travelling for a preliminary visit.
2. The Government shall also provide air tickets from one point of origin to the venue of the Council and return for non-locally recruited interpreters.
3. All air tickets shall be issued in business class when the total duration of the journey (including stopovers) is nine hours or longer, according to UN regulations, and made available to the Secretariat at least 15 days before the respective dates of travel.
4. The air transport of supplies and equipment to and from the venue to the Headquarters shall be provided for by the Government, through the mode of shipment determined by the Secretariat (MCO, excess baggage, courier company, etc.) for a maximum 100 kg each way. The Government may alternatively provide, in consultation with the Secretariat, equivalent equipment at the Meeting venue.

IV. TRANSFERS

1. The Government shall cover the cost of local transport for members of delegations and the Secretariat between the airport and the hotels and between the hotels and the session site, as well as any other local transport required (social events, etc.).

V. ACCOMMODATION AND ALLOWANCES FOR MEMBERS OF THE SECRETARIAT AND INTERPRETERS

1. The Government shall provide accommodation and breakfast for UNWTO staff designated by the Secretary-General in a hotel near the venue. The Secretary-General shall be accommodated in suite. The Government shall also provide accommodation for the non-locally recruited interpreters.
2. One month in advance of the inauguration of the Executive Council session, the Government shall transfer to the Organization the sum corresponding to the entitlements due to UNWTO staff members when

working out of their duty station, according to UN regulations, including *inter alia* subsistence allowances, reduced by 50 percent since accommodation and breakfast will be provided. This sum shall be transferred by the Government on presentation of the corresponding proforma invoice issued by UNWTO.

3. In accordance with the rules of the International Association of Conference Interpreters (AIIC), the Government disbursement service shall pay non-locally recruited interpreters, in US dollars, the fees corresponding in the contracts to their return travel days (loss of earnings), in addition to the subsistence allowances (in local currency) payable under the United Nations scale, reduced by 50 per cent since accommodation and breakfast will be provided by the Government, and other due entitlements. Travel allowances should also be paid (in US dollars), if applicable.

Note: Interpreters are recruited by the Secretariat. Some interpreters may be recruited locally provided they are members of the International Association of Conference Interpreters (AIIC) and meet the requirements of the Organization. The interpreters' fees shall be paid by the Organization.

4. A Government disburser shall pay the entitlements due upon the arrival of each interpreter concerned, based on a detailed statement to be prepared by the Secretariat and submitted to the Government sufficiently in advance, indicating the duration of travel and stay of each interpreter.

VI. OTHER SERVICES

1. The Government shall provide directly the following services:
 - a) Reception and transfer for the participants at the airports (... and possibly ...)
 - b) Blocking of a sufficient number of rooms at reduced rates for the participants in the main hotel, and also in alternative hotels nearby rated in different categories (covering 3, 4 and 5 stars)
 - c) Availability of a Business Centre, a foreign exchange office, a medical service and a travel agency (for confirmation or changes in air tickets and optional tour programme for the delegates), and of adequate signage of all services at the venue
 - d) Drinking water and coffee service: a water service shall be provided to the Conference room, including interpreters' booths) and to all offices since the arrival of staff. For the Conference room, a coffee service shall be provided in the morning and in the afternoon
 - e) Buffet lunch for the participants on the two full working days of the Council (dates), including pork-free and vegetarian dishes. A sign will be placed for each dish with a brief description of its contents
 - f) Social programme and technical visits

B. SERVICES TO BE PROVIDED AND EXPENSES TO BE PAID BY THE ORGANIZATION**I. PARTICIPATION IN THE COUNCIL**

1. The Organization shall send invitations in all its official languages to the UNWTO official recipients within the statutory deadlines, as well as the corresponding reminders, to ensure the highest possible level of participation.
2. The Organization shall disseminate among the Executive Council delegates the necessary information on the venue to facilitate their attendance in optimal conditions.
3. The Organization shall manage and follow up the online registration of the participants through a dedicated space on its website.
4. The Organization shall prepare a provisional list of participants before the session, which shall be disseminated electronically among the registered participants. During the session, a copy of the provisional list will be available at the information desk for ease of consultation by the delegates. After the session, the Organization shall prepare the final list of participants, which shall also be disseminated electronically among the registered participants and posted on the UNWTO website.

II. LOGISTICS OF THE MEETING

1. The Organization shall send two officers for a preliminary visit to the venue of the meeting, in order to make the final selection of the most adequate facilities for the holding of the Executive Council, the accommodation of the participants and the social programme, as well as to establish working contact with the local coordinators.
2. The Organization shall regularly communicate to the authorities duly designated by the Government the names and contact details of the participants registered through its website, and shall generally coordinate all logistical aspects of the meeting with the host country.
3. The Organization shall supervise the arrangements for the meeting room, as well as the registration of the participants at the venue.
4. During the session, the Organization shall convey to the participants all logistical information of their interest (schedule of the sessions, transfers, social events, etc.).
5. At the end of the session, the Organization shall disseminate electronically an evaluation questionnaire among the participants.

III. AGENDA AND DEBATES

1. The Organization shall structure the agenda and programme of the meeting.
2. The Organization shall take on the conduct of business throughout the sessions.

IV. DOCUMENTATION

1. The Organization shall take on the drafting of the documents for the session, translate them at its own expenses into its official languages and disseminate them before, during and after the session, as well as coordinate the reproduction on paper of those produced at the venue and publish them on its website. It will also disseminate the decisions taken at the session through email and posting on its website.

V. INTERPRETATION SERVICES

1. The Organization shall select and contract as many international-level – AIIC members – interpreters as necessary to service the needs of the session in the three UNWTO working languages, in accordance with the Agreement UN/AIIC, and will take on the payment of their fees.

VI. COMMUNICATION PLAN

1. The Organization shall implement a communication plan on the Executive Council based on its own resources, through its website and specific UNWTO press activities.

ANNEX II

The following table shows the goods and services in kind to be provided to the Meeting by the Organization and by the Government together with their fair value at the date of the conclusion of this agreement.

After the completion of the project and if applicable, goods in kind of the project will be returned to the corresponding provider.

Goods and services in kind to be provided to the project by the Government

Description	Output	Activity	Fair value (currency)
a) Goods in kind			
xxx			
xxx			
<i>Sub total</i>			
b) Services in kind			
xxx			
xxx			
<i>Sub total</i>			
Total			

Goods and services in kind to be provided to the project by the UNWTO

Description	Output	Activity	Fair value (currency)
a) Goods in kind			
xxx			
xxx			
<i>Sub total</i>			
b) Services in kind			
xxx			
xxx			
<i>Sub total</i>			
Total			