

UNWTO Commission for East Asia & the Pacific
UNWTO Commission for South Asia

Thirty-third Joint Meeting
Virtual, 14 September 2021

CAP-CSA/33/ComReg
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Election of the host country of the 34th Joint Meeting of the UNWTO Commission for East Asia and the Pacific (CAP) & the UNWTO Commission for South Asia (CSA)

1. Subject to any specific rules adopted by the General Assembly, insofar as Regional Commissions are subsidiary organs thereof, the provisions of the Rules of Procedure of the General Assembly shall be applicable, *mutatis mutandis*, to the Regional Commissions.
2. Pursuant to the Rules of Procedure of the General Assembly, sessions of the Regional Commissions will be held at the Organization's Headquarters unless the Regional Commissions decide to meet elsewhere, "provided that the host country reimburses the extra expenses involved in holding the session"¹. The host country should also be in a position to guarantee the same conditions as if the meeting was to be held at the Headquarters, under the provisions of the Host Country Agreement concluded with Spain. In accordance with their statutory nature, sessions of the Regional Commissions shall fully comply with the legal framework of the Organization.
3. In line with the policy of the United Nations, the Secretariat has developed a model agreement (**Annex I**) on the basis of which host country agreements for the holding of UNWTO Regional Commission Meetings are being concluded with the vast majority of Member States. This model agreement sets out the legal framework governing the holding of UNWTO meetings away from Headquarters, which is primarily determined by Article 32 of the Statutes, the Convention on the Privileges and Immunities of the Specialized Agencies and its Annex XVIII (related to UNWTO), as well as relevant resolutions by the General Assembly².
4. By resolution 662(XXI), the General Assembly explicitly requests Member States wishing to host a UNWTO meeting to provide the conditions established in the template agreement annexed thereto. Therefore, there are a number of principles from which the Secretariat cannot deviate, including, but not limited to:
 - a) that the host country applies the provisions of the the Convention on the Privileges and Immunities of the Specialized Agencies and its Annex XVIII in connection to the meeting;
 - b) that the host country grants the necessary privileges and immunities to all participants and persons providing services for the meeting;
 - c) that the host country grants all invitees unimpeded access to and from the meeting venue, and that no limitations of a domestic nature are placed on the granting of visas where the latter are necessary;
 - d) that the host country defrays the actual additional costs directly or indirectly involved; and
 - e) to provide a peaceful settlement of disputes.
5. Failure to apply any of these principles may expose delegates of Member States and other participants to, *inter alia*, difficulties issuing visas or refusal to enter into the host country, documentation and media materials destined for the meeting being refused free entry or being searched, customs duties being requested, and non-respect by national authorities of official immunity from legal process (e.g. arrest and detention, commencement of lawsuits).

¹ Article 1 of the Rules of Procedure of the General Assembly

² See A/RES/136(V), A/RES/489(XVI), A/RES/631(XX) and A/RES/662(XXI)

Moreover, it could also expose the Organization to legal and financial liability.

6. The need to conclude an agreement on the basis of the model agreement is particularly relevant in cases where the host country has not acceded to the Convention on the Privileges and Immunities of the Specialized Agencies and/or has not accepted its Annex XVIII relating to UNWTO. This situation results in inefficiency and delays arising from the need to agree on a minimum consistent level of privileges and immunities for each new meeting. On the other hand, where there is a general and permanent framework, the need to address specific issues each time is avoided and arrangements for the organization of meetings and the implementation of other activities in the territory of the Member State concerned can be made more efficiently.
7. Unfortunately, the Secretariat often encounters some reluctance to conclude agreements that include the conditions required by the General Assembly for the host of meetings and pressure to deviate from the policy established by the General Assembly and the consistent policy of the United Nations in this regard. As a result, lengthy negotiations are undertaken, often with the support of the Secretariat of the United Nations, to ensure that the General Assembly instructions are respected by countries having been elected to host a Meeting of the Organization.
8. In order to avoid these situations, which may sometimes even jeopardize the proper organization of the meeting, and in line with the practice of the election of venue for the General Assembly and the Executive Council, all Member States submitting their candidature to host the next session of the Regional Commission shall undertake in writing, and before the Regional Commission adopts its decision on the venue of its next session, to observe the legal framework for the holding of UNWTO meetings away from Headquarters and to provide the provisions established in the model agreement. To this effect, the Secretariat has developed a model letter (**Annex II**) for all Member States to incorporate into their candidatures.
9. Any Member State willing to host a Regional Commission meeting should, before submitting its candidature, become familiar with the standard requirements set out in the model agreement and undertake to comply with the model agreement and apply all its necessary provisions pursuant to resolution 662(XXI).
10. Should the host country not be in a position, at the time of concluding the agreement, to provide the necessary conditions for the holding of a UNWTO meeting away from Headquarters, the Secretary-General will then inform the Chair of the Regional Commission so that he or she adopts any measure as necessary to ensure the proper holding of the session, including that it be held at the Headquarters of the Organization in accordance with the Rules of Procedure of the General Assembly.

ANNEX I

Model Agreement

Type 4.c. Template Agreement with Host for Regional Commissions

AGREEMENT

between

THE WORLD TOURISM ORGANIZATION (UNWTO)

and

THE GOVERNMENT OF [State]

FOR THE HOLDING OF THE [NUMBER] UNWTO REGIONAL COMMISSION FOR [REGION]

Relating to the holding of the [number] Meeting of the UNWTO Commission for [region] (hereinafter, "the Meeting") following the kind invitation of the Government of [State] (hereinafter, "the Government"), accepted by the Commission for [region] at its [last meeting number] meeting (decision [number decision]).

The aforesaid agreement is based on Article 32 of the Statutes of the World Tourism Organization (hereinafter, "the Organization" and/or "UNWTO"), 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 Resolution 136(V) of the fifth General Assembly of UNWTO.

The Government, through its [name of competent Ministry] and duly represented by its [title and Name], and UNWTO, duly represented by its Secretary-General, (name), have agreed as follows:

I

Privileges, immunities and facilities

1. Participants are invited by the Secretary-General of the Organization to attend the Meeting. 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 [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. Option 1(ideally) The necessary visas will be issued free of charge and without delay.

Option 2 (when not possible or Ministry not competent to commit) The Government shall use its best endeavours to have the necessary visas issued free on 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 [venue, city and country], from [date] to [date].

2. The Government of [state] shall cover any additional expenditure incurred by the Organization as a consequence of holding the Meeting in [country] rather than at its Headquarters in Madrid³.

3. The Government 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 [and Seminar], as enumerated in Annex I which is an integral part of this Agreement. These in-kind donations are valued at their fair value, listed in Annex II, 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.]⁴

4. The Government shall indemnify and hold harmless the Organization in respect of any action, claim or demand for any injury or damage that might occur to the persons or facilities provided by the Government except where such injury or damage is caused by the gross negligence or wilful misconduct of the Organization or its officials.

5. 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 Organization during the Meeting, for the duration of any additional period necessary to prepare and to conclude the operations of the same.

6. 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:

- 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.

³ In accordance with Rule 1.2. of Rules of the General Assembly that applies mutatis mutandis to the Regional Commissions.

⁴ Only applicable if either or both parties are contributing to the project with goods or services in kind not remunerated by project funds

- 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.
- Designate a Responsible for Security so that the Security Department at UNWTO can liaise with him/her at all times.
- Take all necessary measures for the participants' security at all times, especially in the case of VIPs (pick-up, transfers and placing).
- Implement a correct access system for the event's location.
- 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.

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

8. 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.

9. 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.

10. Nothing in or relating to this Agreement shall be deemed to represent a waiver of the Privileges and Immunities of UNWTO

Done in [place] on [date] in [Option 1] (one language, being an official language of the Organization) [language] [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] 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 [language] used for the draft and verification] taking precedence in the event of a conflict between the two versions.

For the Government of [State]

For the World Tourism Organization

.....
Name
Title

.....
[Name]
Secretary-General

(Place), (date)

(Place), (date)

ANNEX 1a**THE FACILITIES AND SERVICES TO BE PROVIDED FOR THE HOLDING OF
THE [number] MEETING OF THE UNWTO REGIONAL COMMISSION FOR [REGION]****A. FACILITIES AND SERVICES TO BE PROVIDED BY THE GOVERNMENT OF [STATE]****I. PREMISES AND EQUIPMENT**

1. The Government shall provide the premises, facilities and equipment listed below:

[INSERT requirement for conference rooms, offices, interpretation, printers/computers, registration desk, etc...]

II. LOCAL STAFF RESPONSIBLE TO THE UNWTO

1. The Government shall provide to UNWTO the services of the following local staff:

[INSERT requirement for interpreters, assistants, technicians, etc...]

III. SERVICES TO BE PROVIDED TO ALL PARTICIPANTS AND UNWTO STAFF

1. The Government shall provide the following services to all participants and UNWTO Staff:

[INSERT requirement for transport, accommodation, maximum kg for transport of supplies, reception and transfer transport, transport between airport and hotels and between hotels and site of meeting, transport to social events, etc...]

IV. OTHER SERVICES

1. The Government shall provide directly the following services:

[INSERT requirement for hotel blocking, reservation, business center, water/coffee/tea service, lunch, social programme]

B. SERVICES TO BE PROVIDED BY UNWTO**I. PARTICIPATION IN THE MEETING AND SEMINAR**

1. The Organization shall send invitations to the Members of the UNWTO Commission for [region] and other official recipients, as well as the corresponding reminders, to ensure the highest possible level of participation.

2. The Organization shall disseminate among the Members of the UNWTO Commission for [region] the necessary information on the venue to facilitate their attendance in optimal conditions.

3. The Organization shall prepare a provisional list of participants, which shall be disseminated at the beginning of the Meeting.

II. LOGISTICS OF THE MEETING

1. The Organization shall send a UNWTO official for a preliminary visit to the venue of the Meeting, in order to better coordinate the arrangements for the Meetings, the accommodation of the participants and the social programme, as well as to establish working contact with the local organisers.
2. The Organization shall regularly communicate to the authorities duly designated by the Government the names and contact details of the participants registered, and shall generally coordinate all logistical aspects of the Meeting together with the Government.
3. The Organization shall convey to the participants all logistical information relating to the Meetings and their stay (programmes, transfers, social events, etc.).
4. All photographs or videos taken during the Event will be the exclusive property of UNWTO and will be used by the Organization for official purposes

III. AGENDA AND DEBATES

1. The Organization shall structure the Agenda of the Meeting of the Commission for [region] as well as the Programme of the Seminar.
2. The Organization shall take on the conduct of business throughout the Meeting.

IV. DOCUMENTATION

1. The Organization shall take on the drafting of the documents for the meetings, translate them into the languages of the meeting (languages) and disseminate them before the meetings, 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 Meeting of the Commission for [region] through email and posting on its website.

ANNEX 1b. In-kind donations

The following table shows the in-kind donation 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.

In kind donations to be provided to the project by the (acronym)						
Description	N° of Units	Output	Activity	Fair value (currency)	Delivery Date	To be returned
a) Property, Plant & Equipment xxx <i>Sub total</i>						
b) Intangible Assets xxx <i>Sub total</i>						
c) Travel Expenses Air fare Hotel Accommodation & Other Travel Expense <i>Sub total</i>						
d) Right to Use Premises/Venues xxx <i>Sub total</i>						
e) Other Goods and Services xxx <i>Sub total</i>						
Total						

In kind donations to be provided to the project by the UNWTO						
Description	N° of Units	Output	Activity	Fair value (currency)	Delivery Date	To be returned
a) Property, Plant & Equipment xxx <i>Sub total</i>						
b) Intangible Assets xxx <i>Sub total</i>						
c) Travel Expenses Air fare Hotel Accommodation & Other Travel Expense <i>Sub total</i>						
d) Right to Use Premises/Venues xxx <i>Sub total</i>						
e) Other Goods and Services xxx <i>Sub total</i>						
Total						

ANNEX II

MODEL LETTER FOR THE SUBMISSION OF A CANDIDATURE TO HOST THE 34TH JOINT MEETING OF THE UNWTO COMMISSION FOR EAST ASIA AND THE PACIFIC & THE UNWTO COMMISSION FOR SOUTH ASIA

I, [name and title of the Head of State, Head of Government or Minister for Foreign Affairs, Minister for Tourism, Permanent Representative to UNWTO accredited to the UNWTO and/or Ambassador accredited to Spain],

Declare that [name of State] wishes to host the [xx] session of the Regional Commission for [region] and, having considered the model agreement for the holding of UNWTO meetings away from headquarters adopted under resolution 662(XXI) of the UNWTO General Assembly and in line with the procedure for the selection of venues for the sessions of the General Assembly adopted under resolution 631(XX), accept the conditions set out in the model agreement, which is a preliminary condition for the candidacy to be valid, and undertake faithfully to conclude a host country agreement aligned with the stipulations therein contained [xxx] months before the opening of the Meeting.

Done at [place] on [date].

[Signature]