



Sixteenth session
Dakar, Senegal, 28 November -2 December 2005
Provisional agenda item 19

CONSIDERATION AND 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 entered into with governments and inter-governmental and non-governmental organizations, in accordance with the provisions of article 12 of the Statutes.

CONSIDERATION AND APPROVAL OF AGREEMENTS CONCLUDED BY THE ORGANIZATION

1. Article 12 of the WTO Statutes provides for the following with regard to the agreements entered into 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:

...

(l) to approve or to delegate the power to approve the conclusion of agreements with governments and international organization;

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

..."

It is in accordance with these provisions that the agreements and working arrangements made with the following governments and inter-governmental and non-governmental organizations are submitted to the General Assembly.

I. AGREEMENT BETWEEN THE UNITED NATIONS AND WTO CONVERTING IT INTO A SPECIALIZED AGENCY

2. The Agreement between the United Nations and the WTO conferring specialized agency status to the latter, which had been approved by our General Assembly in Beijing, and which was likewise approved by the fifty-ninth session of the United Nations General Assembly, came into force on 23 December 2004.

II. AGREEMENTS ENTERED INTO WITH GOVERNMENTS AND INTER-GOVERNMENTAL ORGANIZATIONS

A. Administrative Agreement between the World Tourism Organization and the Secretariat of State for Tourism of the Spanish Ministry of Industry, Tourism and Trade for the support of the Permanent Secretariat of the Affiliate Members at WTO Headquarters in 2003

2. On 17 March 2004, the WTO Secretary-General and Mr Raimon Martínez Fraile, Secretary-General of Tourism of the Spanish Ministry of Industry, Tourism and Trade, renewed an administrative agreement whereby the Spanish Government grants financial support to the Permanent Secretariat of the Affiliate Members. This support has the aim of reinforcing WTO's image in the tourism sector, providing specialized information and support services and encouraging sector leaders to join the Organization as Affiliate Members. This agreement will have to be signed once again soon for the year in progress.

B. Agreement between WTO and the Principality of Andorra

4. As the Members were informed at the last session of the General Assembly, on 11 September 2003, the Secretary-General and H.E. Mr. Juli Minoves Triquell, Minister of Foreign Affairs of the Principality of Andorra, signed on the occasion of the WTO-OMC Ministerial Conference in Cancún, Mexico, an agreement establishing the legal status of the WTO Office, established in Andorra for human resources development.

5. On 13 May 2004, the Co-Princes of Andorra and the Head of Government of Andorra ratified this agreement.

C. Agreement between Uzbekistan and WTO

6. On 19 May 2004 in San Marino, the Secretary-General of WTO and Mr. Bakhtiyar Khusanbayev, Chairman of the National Company *Uzbektourism*, on behalf of his government, signed an agreement regarding the establishment of a technical office in Samarkand within the framework of the Silk Road project.

D. Framework cooperation agreement between Peru and WTO

7. On 4 September 2004 in Lima, Peru, the WTO Secretary-General and H.E. Mr. Alfredo Ferrero Diez Canseco, Minister of Foreign Trade and Tourism of Peru, signed a framework cooperation agreement for the establishment and development of a tourism satellite account for Peru.

E. Agreement between WTO and the Republic of Korea

8. On 24 September 2004 in Seoul, Republic of Korea, the WTO Secretary-General and H.E. Mr. Chung Dong-chea, Minister of Culture and Tourism of the Republic of Korea, signed an agreement regarding the establishment of the headquarters of the ST-EP Foundation in Seoul and its financing.

F. Cooperation agreement between WTO and the Ministry of Trade, Industry and Tourism, the Ministry of Culture and Proexport of Colombia

9. On 28 February 2005 in Bogotá, Colombia, the WTO Secretary-General, H.E. Mr. Jorge H. Botero, Minister of Trade, Industry and Tourism, H.E. Ms. María Consuelo Araujo Castro, Minister of Culture, and Mr. Luis Guillermo Plata, Representative of PROEXPORT, signed a Cooperation Agreement for the promotion of the development of tourism, notably, cultural tourism.

G. Memorandum of Understanding between WTO and the Economic and Social Commission for Western Asia (ESCWA)

10. On 30 April 2004 in Beirut, Lebanon, the Secretary-General and Ms. Mervat Tallawy, Executive Secretary of the Commission, signed a memorandum of understanding for cooperation and coordination in different areas of activity successfully carried out by the Organization.

H. Memorandum of Understanding between WTO and the Inter-American Development Bank

11. By exchange of letters, the Secretary-General and Enrique V. Iglesias, President of the Bank, signed on 29 March 2004, a memorandum for the promotion of sustainable tourism development activities and initiatives in Latin America and the Caribbean.

I. Memorandum of Understanding between WTO and South Pacific Tourism Organization

12. On 14 July 2004 in Suva, Fiji, and on 15 July 2004 in Madrid, Spain, the Secretary-General and Mr. Lisiata "Aloveita" Akolo, Chief Executive of the South Pacific Tourism Organization, signed a memorandum on cooperation and information exchange in the area of tourism.

III. AGREEMENT CONCLUDED WITH NON-GOVERNMENTAL ORGANIZATIONS

A. Memorandum of Understanding between WTO and the Federation of Indian Chambers of Commerce and Industry (FICCI)

13. On 20 December 2003 in Chennai, India, the Regional Representative for Asia and the Pacific and Mr. Amit Mitra, Secretary General of the Federation, signed a memorandum of understanding aimed at uniting their efforts for the promotion and development of tourism on the Indian sub-continent.

B. Agreement between the European Travel Commission and WTO

14. In January 2004 in Madrid, the Secretary-General and Mr. Jaime-Axel Ruiz Baudhihayé, Executive Director of the Commission, agreed to work jointly in the area of market studies and the corresponding research to reinforce the promotion and development of tourism.

C. Cooperation Agreement between WTO and the International Hotel and Restaurant Association (IH&RA)

15. By exchange of letters, the Secretary-General and Mr. Alain-Philippe Feutr , Chief Executive Officer, signed on 7 June 2004, a cooperation agreement in the area of market studies, research and inbound tourism.

D. Memorandum between WTO and "Routes"

16. On 27 September 2004 in Madrid, Spain, the Deputy Secretary-General and Mr. Mike Howarth, Managing Director of "Routes" signed a memorandum of agreement to bring the two institutions together with a view to the development of air transport infrastructure, notably in developing countries.

E. Memorandum of Understanding between WTO and the George Washington University

17. On 19 October 2004 in Washington, United States of America, the Secretary-General and Mr. Ronald R. Lehman, Executive Vice President for Academic Affairs, signed a cooperation agreement for the promotion of activities and initiatives in the framework of the Development Assistance Network for Tourism Enhancement and Investment (DANTEI).

F. Working Agreement between the World Tourism Organization and the Travel Industry Association of America (TIA)

10. By exchange of letters, the WTO Secretary-General and Mr. William S. Norman, President and Chief Executive Officer of TIA, signed on 27 September 2004, a working agreement to commit both organizations to work collaboratively in the areas of research, marketing, communications and strategic planning.

J. Memorandum of Understanding between WTO and the Netherlands Development Organization (SNV)

19. On 11 November 2004 in The Hague, the Secretary-General, Mr. Dirk Elsen, Chairman of the Board of Directors of SNV, signed in the presence of H.E. Ms. Agnes van Ardenne, Minister of Development Cooperation, a memorandum of understanding to augment their working relations, in particular, in the area of sustainable tourism, with the aim of contributing to poverty reduction.

20. By exchange of letters, signed respectively on 25 and 30 November 2004 by the Secretary-General and Mr. Johan van de Gronden, Member of the Board of Directors of SNV, a trust fund was established, funded by SNV for technical assistance of WTO activities in the area of sustainable tourism development.

21. Also by exchange of letters signed respectively on 16 and 24 February 2005, an amendment was made to this administrative agreement whereby SNV is to contribute supplementary funding to help the recovery of the tourism sector of the countries affected by the tsunami, in the framework of the Phuket Action Plan of WTO.

K. Sponsorship agreement between Visa International and WTO

22. On 26 January 2005, by exchange of letters, Mr. Paul Dowling, General Manager of Corporate Communications of Visa International Asia Pacific and Mr. Luigi Cabrini, Secretary of the Executive Council, signed a sponsorship agreement for the meetings held in Phuket and Bangkok for the preparation of the Phuket Action Plan.



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Agenda item 12

Report of the Economic and Social Council

Agreement between the United Nations and the World Tourism Organization

Note by the Secretariat

By resolution 2003/2 of 10 July 2003, the Economic and Social Council, having considered the text of the draft agreement negotiated by its Committee on Negotiations with Intergovernmental Agencies and the World Tourism Organization Committee on the Negotiations for the conversion of the organization into a specialized agency, in accordance with Article 57 and Article 63, paragraph 1, of the Charter of the United Nations, recommended that the General Assembly approve, at its fifty-eighth session, the text of the draft agreement, as set out in the annex to the present note.



Annex

Agreement between the United Nations and the World Tourism Organization

Recalling resolutions 2529 (XXIV) of 5 December 1969 and 32/156 of 19 December 1977 of the General Assembly of the United Nations,

In consideration of the Charter of the United Nations and the Statutes of the World Tourism Organization,

In further consideration of the provisions of Article 57 of the Charter of the United Nations and of article 3, paragraph 3, and article 31 of the Statutes of the World Tourism Organization,

The United Nations and the World Tourism Organization agree as follows:

Article 1

Recognition

1. The United Nations recognizes the World Tourism Organization as a specialized agency of the United Nations responsible for taking such action as may be appropriate under its Statutes for the accomplishment of the objectives set forth therein.
2. The United Nations recognizes the decisive and central role of the World Tourism Organization, as an intergovernmental organization, in world tourism, as enshrined in its Statutes.
3. Convinced that tourism can contribute significantly to the pursuit of the shared objectives of achieving sustainable development and poverty eradication, the United Nations notes that, in accordance with its Statutes, the World Tourism Organization shall pay particular attention to the interests of the developing countries in the field of tourism.

Article 2

Coordination and cooperation

1. In its relations with the United Nations, its organs and the agencies of the United Nations system, the World Tourism Organization recognizes the coordinating role, as well as the comprehensive responsibilities in promoting economic and social development, of the General Assembly and the Economic and Social Council under the Charter of the United Nations.
2. In exercise of its central coordinating role in the field of tourism undertaken in accordance with its Statutes and with a view to contributing to economic and social development, in particular, opportunities for poverty eradication and employment creation in the least developed countries, the World Tourism Organization recognizes the need for effective coordination and cooperation with the United Nations, its organs and the agencies within the United Nations system.
3. The World Tourism Organization, accordingly, agrees to cooperate with the United Nations in whatever measure may be necessary to effect the required coordination of policies and activities.

4. The World Tourism Organization agrees further to participate in, and to cooperate with, any body or bodies which have been established or may be established by the United Nations for the purpose of facilitating such cooperation and coordination, in particular through membership in the United Nations System Chief Executives Board for Coordination, and to furnish such information as may be required for the carrying out of this purpose.

5. The World Tourism Organization shall inform the Economic and Social Council of matters of inter-agency concern within its competence, and of any formal agreement on such matters to be concluded between the World Tourism Organization and another agency within the United Nations system.

Article 3

Reciprocal representation

1. Representatives of the United Nations shall be invited to attend the meetings of the General Assembly and the Executive Council of the World Tourism Organization and their subsidiary organs, and to participate, without the right to vote, in the deliberations of these bodies. Written statements presented by the United Nations shall be distributed by the secretariat of the World Tourism Organization to the members of the above-mentioned bodies, in accordance with the relevant rules of procedure.

2. Representatives of the World Tourism Organization shall be invited to attend meetings and to participate, without the right to vote and in accordance with the relevant rules of procedure, in the deliberations of the Economic and Social Council, its commissions and committees, of the Main Committees and other organs of the General Assembly and of the conferences and meetings of the United Nations, with respect to items on their agenda relating to matters within the scope of the activities of the World Tourism Organization and other matters of mutual interest. Written statements presented by the World Tourism Organization shall be distributed by the Secretariat of the United Nations to the members of the above-mentioned bodies, in accordance with the relevant rules of procedure.

3. Representatives of the World Tourism Organization shall be invited, for purposes of consultation, to attend meetings of the General Assembly when matters defined in paragraph 2 of this article are under consideration.

Article 4

Proposals of agenda items

1. After such preliminary consultations as may be necessary, the World Tourism Organization shall arrange for the inclusion in the agenda of its General Assembly, the Executive Council or their subsidiary bodies, as appropriate, items proposed by the United Nations.

2. After such preliminary consultations as may be necessary, the United Nations shall arrange for the inclusion in the agenda of the Economic and Social Council or, as appropriate and in accordance with the relevant rules of procedure, of other organs or bodies of the United Nations of items proposed by the World Tourism Organization.

Article 5

Recommendations of the United Nations

1. Having regard to the obligations of the United Nations to promote the objectives set forth in Article 55 of the Charter of the United Nations and the functions and powers of the Economic and Social Council, under Article 62 of the Charter, to make or initiate studies and reports with respect to international economic, social, cultural, educational, health and related matters and to make recommendations concerning these matters to the specialized agencies concerned, and having regard also to the responsibility of the United Nations, under Articles 58 and 63 of the Charter, to make recommendations for the coordination of the policies and activities of such specialized agencies, the World Tourism Organization agrees to arrange for the submission, as soon as possible, to the appropriate organ of the World Tourism Organization of all formal recommendations which the United Nations may make to it.

2. The World Tourism Organization agrees to enter into consultations with the United Nations upon request with respect to such recommendations, and in due course to report to the United Nations on the action taken by the World Tourism Organization or by its members to give effect to such recommendations, or on the other results of their consideration.

Article 6

Assistance to the United Nations

In accordance with the Charter of the United Nations and the Statutes of the World Tourism Organization, the World Tourism Organization shall cooperate with the United Nations by furnishing to it to the fullest extent possible such special information or studies, and by rendering such assistance to it, as the United Nations may request.

Article 7

Regular reports

The World Tourism Organization shall submit to the United Nations regular reports on its activities.

Article 8

Exchange of information and documents

Subject to such arrangements as may be necessary for the safeguarding of confidential material, full and prompt exchange of appropriate information and documents shall be made between the United Nations and the World Tourism Organization.

Article 9

Public information

Having regard to the aim of the World Tourism Organization, as defined in article 3, paragraph 1, of its Statutes, and with a view to coordinating the activities of the World Tourism Organization in this field with the operations of the information services of the United Nations, supplementary arrangements regarding

these matters shall be concluded between the United Nations and the World Tourism Organization.

Article 10

Relations with the International Court of Justice

1. The World Tourism Organization agrees to furnish any information which may be requested by the International Court of Justice in pursuance of Article 34 of the Statute of the Court.
2. The General Assembly of the United Nations authorizes the World Tourism Organization to request advisory opinions of the International Court of Justice on legal questions arising within the scope of its competence other than questions concerning the mutual relationships between the United Nations and the World Tourism Organization or other specialized agencies.
3. Such requests may be addressed to the International Court of Justice by the General Assembly or by the Executive Council of the World Tourism Organization acting in pursuance of an authorization by the General Assembly of the World Tourism Organization.
4. When requesting the International Court of Justice to give an advisory opinion, the World Tourism Organization shall inform the Economic and Social Council of the request.

Article 11

Non-Self-Governing and other Territories

The World Tourism Organization agrees to cooperate within the fields of its competence with the United Nations in giving effect to the principles and obligations set forth in Chapters XI, XII and XIII of the Charter of the United Nations and other internationally recognized principles and obligations regarding colonial countries and peoples, and taking into account the relevant resolutions of the General Assembly of the United Nations, with regard to matters affecting the well-being and development of the peoples of the Non-Self-Governing and other Territories.

Article 12

Technical assistance

The United Nations and the World Tourism Organization undertake to work together in the provision of technical assistance in the field of tourism and tourism development. In particular, they undertake to avoid undesirable duplication of activities and services and agree to take such measures as may be required to achieve effective coordination within the framework of existing coordinating machinery in the field of technical assistance, taking into account the respective roles and responsibilities of the United Nations and the World Tourism Organization under their constituent instruments, as well as those of other organizations participating in technical assistance activities. To this end, the World Tourism Organization recognizes the overall responsibilities of the resident coordinators for operational activities for development, as formulated in the relevant General Assembly resolutions. As one of the smaller specialized agencies without field

representation, the World Tourism Organization may use resident coordinators to ensure its representation and promote its role.

Article 13

Statistical services

1. The United Nations and the World Tourism Organization agree to strive for the maximum cooperation, the elimination of all undesirable duplication between them and the most efficient use of personnel in their respective collection, analysis, publication and dissemination of statistical information. They agree to combine their efforts to secure the greatest possible usefulness and utilization of statistical information, to guarantee close coordination in their respective statistical related initiatives and to minimize the burden placed upon Governments and other organizations from which such information may be collected.
2. The World Tourism Organization recognizes that the United Nations is the central agency for the collection, analysis, publication, standardization and improvement of tourism statistics serving the general purposes of international organizations.
3. The United Nations recognizes the World Tourism Organization as the appropriate organization to collect, to analyse, to publish, to standardize and to improve the statistics of tourism, and to promote the integration of these statistics within the sphere of the United Nations system.

Article 14

Administrative cooperation

1. The United Nations and the World Tourism Organization recognize the desirability of cooperation in administrative matters of mutual interest.
2. Accordingly, the United Nations and the World Tourism Organization undertake to consult together, and with other agencies concerned within the United Nations system, from time to time concerning these matters, particularly the most efficient and harmonized use of facilities, staff and services and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and services with a view to securing as much uniformity in these matters as possible.
3. The consultations referred to in this article shall be utilized to establish the most equitable manner in which any special services or assistance furnished, on request, by the World Tourism Organization to the United Nations or by the United Nations to the World Tourism Organization shall be financed subject to supplementary arrangements to be concluded for that purpose.
4. The consultations referred to in this article shall also explore the possibility of continuing or establishing common facilities or services in specific areas, including the possibility of one organization providing such facilities or services to one or several other organizations, and establish the most equitable manner in which such facilities or services shall be financed subject to supplementary arrangements to be concluded for that purpose.

Article 15**Regional and branch offices**

Any regional or branch offices which the World Tourism Organization may establish shall closely cooperate with the regional or branch offices which the United Nations has established or may establish, in particular the offices of the regional commissions and of the resident coordinators.

Article 16**Personnel arrangements**

1. The United Nations and the World Tourism Organization agree to develop, in the interests of uniform standards of international employment and to the extent feasible, common personnel standards, methods and arrangements designed to avoid unjustified differences in terms and conditions of employment, to avoid competition in recruitment of personnel, and to facilitate any mutually desirable and beneficial interchange of personnel. For this purpose the World Tourism Organization agrees to accept the Statute of the International Civil Service Commission and participate in the United Nations Joint Staff Pension Fund in accordance with the Regulations of the Fund and accept the jurisdiction of the United Nations Administrative Tribunal in matters involving applications alleging non-observance of those Regulations.

2. The United Nations and the World Tourism Organization agree to cooperate to the fullest extent possible in achieving these ends, and in particular they agree:

(a) To consult together from time to time concerning matters of mutual interest relating to the terms and conditions of employment of the officers and staff, with a view to securing as much uniformity in these matters as may be feasible;

(b) To cooperate in the interchange of personnel when desirable, on a temporary or a permanent basis, making due provision for the retention of seniority and pension rights;

(c) To cooperate with the agencies of the United Nations system in the establishment and operation of suitable machinery for the settlement of disputes arising in connection with the employment of personnel and related matters.

3. The terms and conditions under which any facilities or services of the United Nations or the World Tourism Organization in connection with the matters referred to in this article are to be extended to the other shall, where necessary, be the subject of supplementary arrangements concluded for this purpose pursuant to article 20 of this Agreement.

Article 17**Budgetary and financial matters**

1. The World Tourism Organization recognizes the desirability of establishing close budgetary and financial relationships with the United Nations in order that the administrative operations of the United Nations and the agencies within the United Nations system shall be carried out in the most efficient and economic manner possible, and that the maximum measure of coordination and uniformity with respect to these operations shall be secured.

2. The World Tourism Organization agrees to accept the Statute of the Joint Inspection Unit.

3. The World Tourism Organization agrees to conform, as far as may be practicable and appropriate, to standard practices and forms recommended by the United Nations.
4. Financial and budgetary arrangements that may be entered into between the United Nations and the World Tourism Organization shall be approved in accordance with their respective constitutive instruments.
5. In the preparation of the budget of the World Tourism Organization, the Secretary-General of the World Tourism Organization shall consult with the Secretary-General of the United Nations with a view to achieving, insofar as practicable, uniformity in presentation of the budgets of the United Nations and of the agencies within the United Nations system for the purposes of providing a basis for comparison of the several budgets without precluding the use by each organization of different currencies to formulate their budgets.
6. The World Tourism Organization agrees to transmit its proposed budgets to the United Nations not later than when the said budgets are transmitted to its members so as to enable the General Assembly of the United Nations to examine them and make recommendations, in accordance with Article 17, paragraph 3, of the Charter of the United Nations.
7. Representatives of the World Tourism Organization shall be entitled to participate, without vote, in the deliberations of the General Assembly or any committee thereof established by it, at all times when the budget of the World Tourism Organization or general administrative or financial questions concerning the World Tourism Organization are under consideration.

Article 18

United Nations laissez-passers

Officials of the World Tourism Organization shall be entitled, in accordance with such special arrangements as may be concluded between the Secretary-General of the United Nations and the Secretary-General of the World Tourism Organization, to use laissez-passers of the United Nations.

Article 19

Implementation of the Agreement

The Secretary-General of the United Nations and the Secretary-General of the World Tourism Organization may enter into such supplementary arrangements for the implementation of this Agreement as may be found desirable.

Article 20

Amendment and revision

This Agreement may be amended or revised by agreement between the United Nations and the World Tourism Organization, and any such amendment or revision shall come into force on its approval by the General Assembly of the United Nations and the General Assembly of the World Tourism Organization.

Article 21

Entry into force

This Agreement enters into force on its approval by the General Assembly of the United Nations and the General Assembly of the World Tourism Organization.

*CONVENIO ADMINISTRATIVO ENTRE LA ORGANIZACIÓN
MUNDIAL DEL TURISMO Y LA SECRETARÍA DE ESTADO DE
TURISMO Y COMERCIO DEL MINISTERIO DE INDUSTRIA,
TURISMO Y COMERCIO, PARA EL SOSTENIMIENTO DE LA
SECRETARIA PERMANENTE DE LOS MIEMBROS AFILIADOS EN
LA SEDE DE LA ORGANIZACIÓN EN EL 2004*

CONVENIO ADMINISTRATIVO ENTRE LA ORGANIZACIÓN MUNDIAL DE TURISMO Y LA SECRETARÍA DE ESTADO DE TURISMO Y COMERCIO DEL MINISTERIO DE INDUSTRIA, TURISMO Y COMERCIO, PARA EL SOSTENIMIENTO DE LA SECRETARÍA PERMANENTE DE LOS MIEMBROS AFILIADOS EN LA SEDE DE LA ORGANIZACIÓN EN EL 2004.

En Madrid, 17 de septiembre del 2004

REUNIDOS:

De una parte, la Secretaría de Estado de Turismo y Comercio y en su representación Raimon Martínez Fraile, Secretario General de Turismo del Ministerio de Industria, Turismo y Comercio, nombrado por Real Decreto 846/2004 de 23 de abril (BOE 24.04.04), y con competencia delegada para la firma de éste convenio, en virtud de la disposición segunda de la resolución de 10 de mayo de 2001 de la Secretaría de Estado de Comercio y Turismo, de delegación de competencias en el ámbito de la Secretaría de Estado a favor del Subsecretario de Economía, Secretarios Generales y Directores Generales dependientes de la Secretaría de Estado de Comercio y Turismo (BOE 12 de mayo).

y de otra, D. Francesco Frangialli, Secretario General de la Organización Mundial del Turismo, designado por resolución 440 de la XIV Asamblea de la O.M.T. celebrada en Seúl - Osaka del 24 al 29 de Septiembre de 2001.

EXPONEN:

Primero. Que el artículo 25 del Convenio de fecha 10.11.75, (Ratificado por Instrumento del 8.10.76, B.O.E de 6 de Julio), suscrito entre la Organización Mundial del Turismo y España y el Acuerdo Complementario relativo a la Cooperación de 19.5.77, (B.O.E. 10 de mayo 1979), contemplan la Cooperación del Gobierno español con la Organización Mundial de Turismo, y se reconoce expresamente que esta cooperación debe darse con el fin de que puedan alcanzarse sus objetivos de la manera más eficaz y menos costosa posible.

El Acuerdo de 19 de mayo de 1977, a lo largo de sus quince artículos, no impide que el Gobierno español, de acuerdo con el principio genérico de cooperación, que se recoge en el artículo uno, coopere voluntariamente con la O.M.T., en otros campos, o materias no recogidas expresamente en el repetido Acuerdo de Cooperación, y que sean de interés para España (Punto 7 del Anexo de "Reglas de Financiación" de los Estatutos de la O.M.T.).

Teniendo como fundamento, el principio genérico de cooperación, y el punto 7 del Anexo "Reglas de Financiación", la O.M.T. y el Ministerio de Comercio y Turismo,



formalizaron el 12.11.93, un Convenio Administrativo para el establecimiento de una Secretaría Permanente de los Miembros Afiliados en la sede de la O.M.T." (en adelante el Convenio 1993).

El convenio de 1993, tenía una vigencia de tres años, y se prorrogaba automáticamente, por otros tres años, a menos que una de las partes comunicase por escrito a la otra de su intención de darle fin (cláusula 10).

Aunque de acuerdo con la cláusula 10 del convenio de 1993, no es necesario firmar un nuevo Convenio, para mantener la colaboración de la Secretaría General de Turismo en el sostenimiento de la Secretaría Permanente de los Miembros Afiliados de la O.M.T., es lo cierto que se vienen suscribiendo desde 1997, con el informe favorable del Servicio Jurídico.

El objeto de este convenio constituye una simple ejecución de los acuerdos internacionales anteriormente celebrados y ratificados por el Reino de España.

Segundo. Que una de las funciones esenciales que desempeña la Organización Mundial del Turismo es la de la cooperación entre las administraciones turísticas nacionales, y el sector empresarial y profesional que presta los servicios turísticos.

Tercero. Que es deseo de la Organización Mundial del Turismo y de la Secretaría General de Turismo incrementar y potenciar la contribución que aportan los Miembros Afiliados a su acción general.

La Organización Mundial del Turismo, denominada en adelante "la Organización", y la Secretaría General de Turismo del Ministerio de Industria, Turismo y Comercio, en adelante la "SGT" **convienen** en firmar el presente Convenio con las siguientes cláusulas:

Cláusula 1ª


La SGT costeará una parte de los gastos de funcionamiento de una Secretaría Permanente de los Miembros Afiliados de la OMT (denominada en adelante "Secretaría Permanente"), que tendrá fundamentalmente los cometidos siguientes:

- a) reforzar la imagen de la OMT en el sector turístico dando a conocer los servicios que presta y puede prestar a sus Miembros Afiliados;
- b) facilitar la información especializada y servicios puntuales de apoyo al sector turístico, favorecer el intercambio de información, ideas y experiencia entre las diversas ramas del sector y aumentar su participación en las actividades de la OMT;
- c) captar nuevos Miembros Afiliados entre los líderes del turismo.

Cláusula 2ª

1. El presente convenio estará en vigor desde la fecha de su firma y hasta el día 31 de diciembre del 2004, siendo renovable por períodos de un año, en función de las disponibilidades presupuestarias existentes, mediante acuerdo expreso en este sentido firmado por ambas partes.

Cualquiera de las dos partes podrá dar por finalizada la vigencia del convenio con un plazo de preaviso de 3 meses, transcurridos los cuales el convenio quedará automáticamente sin vigor.



2. El presente convenio podrá modificarse por consentimiento mutuo. Cada una de las partes estudiará con detenimiento y buena disposición cualquier solicitud de modificación que le presente la otra parte.

Cláusula 3ª

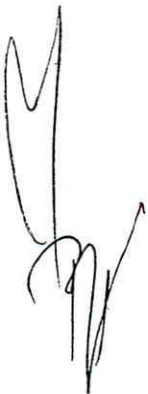
1. La SGT abonará en virtud del presente convenio la cantidad de noventa y dos mil euros, (92.000 Euros), con cargo a la aplicación presupuestaria 24.17-751A-491, para el buen funcionamiento de la Secretaría Permanente, con la que se constituirá un Fondo en Fideicomiso.
2. La cuantía indicada en el párrafo anterior estará destinada expresamente a costear los haberes del Secretario de la Secretaría Permanente de los Miembros Afiliados, así como determinados gastos inherentes a las funciones que se le encomienden.
3. La OMT, por su parte, facilitará al Secretario de la Secretaría Permanente de los Miembros Afiliados los medios humanos y materiales precisos para permitir el cumplimiento de las tareas que se le atribuyen.

Cláusula 4ª

1. La SGT ingresará el importe de su contribución al Fondo en Fideicomiso previsto en el presente documento, en la cuenta corriente que la OMT indicará en su momento. Al término del Convenio, la OMT devolverá a la SGT cualquier saldo no gastado que pudiera quedar en ese momento.
2. Los intereses devengados por ese Fondo en Fideicomiso serán dedicados a las actividades de la Secretaría Permanente de los Miembros Afiliados.
3. Corresponderá a la SGT, una vez finalizado el período inicial por el que se suscribe el presente convenio, determinar los eventuales incrementos de este fondo como consecuencia de revisiones salariales y otras circunstancias que no hayan sido previstas.
4. La OMT administrará este Fondo de conformidad con su Reglamento Financiero y mantendrá una cuenta separada del mismo. Presentará a la SGT, previa verificación de los Interventores de Cuentas, el estado anual de cuentas de los gastos de este Fondo.

Cláusula 5ª

La cantidad destinada al Fondo en Fideicomiso objeto del presente convenio se abonará en concepto de contribución voluntaria; por tanto, será independiente de la contribución estatutaria que el gobierno del Reino de España abona cada año a la OMT en su calidad de Miembro Efectivo, y no modificará en modo alguno dicha contribución estatutaria.



Cláusula 6ª

El presente compromiso económico no interferirá la creación y financiación de otras oficinas regionales de los Miembros Afiliados que puedan existir en la OMT al constituirse la Secretaría Permanente o que pudieran crearse ulteriormente, si bien éstas dependerán de la Secretaría Permanente de los Miembros Afiliados y actuarán bajo la coordinación de la misma, sin que su creación y funcionamiento suponga un incremento en la aportación económica que realiza la SGT.

Cláusula 7ª

La designación del Secretario de la Secretaría Permanente de los Miembros Afiliados corresponderá al Secretario General de la OMT, en consulta con el Comité Director de los Miembros Afiliados, sobre la base de una terna de candidatos propuestos por la SGT entre profesionales del sector turístico de reconocida valía y prestigio.

Cláusula 8ª

El contrato inicial de trabajo del Secretario de la Secretaría de los Miembros Afiliados se establecerá por un plazo de 6 meses, que será considerado como período de prueba, ampliable al período de duración del convenio, y será renovable anualmente, coincidiendo con la renovación de éste, y sujeto a la disponibilidad de la contribución anual voluntaria fijada en el presente convenio.

El contrato de prestación de servicios del Secretario de la Secretaría de los Miembros Afiliados se extinguirá una vez que se decida su cese.

Cláusula 9ª

La Secretaría Permanente tendrá su sede en Madrid (España), en los locales de la sede de la OMT que se habiliten para ese efecto.

Cláusula 10ª

1. La acción de la Secretaría Permanente se llevará a cabo bajo la autoridad del Secretario General de la OMT en consulta con el Presidente de los Miembros Afiliados y el Comité Director de éstos. Un representante de la SGT, designado por ésta podrá formar parte, en calidad de observador, del citado Comité Director, así como del Consejo Asesor de Miembros Afiliados.
2. El Secretario de la Secretaría Permanente de los Miembros Afiliados someterá a la aprobación del Secretario General de la OMT un proyecto de programa y de presupuesto anual de los Miembros Afiliados, y estará encargado de su puesta en práctica.
3. El Secretario de la Secretaría Permanente de los Miembros Afiliados actuará en calidad de Secretario de las reuniones generales de esos Miembros, así como de las reuniones de su Comité Director.

4. El Secretario de la Secretaría Permanente de los Miembros Afiliados asumirá, de igual modo, la coordinación de las actividades de los Miembros Afiliados en Europa.

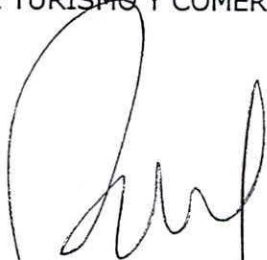
Cláusula 11ª

Para la resolución de las diferencias que puedan surgir en la aplicación del presente convenio las partes firmantes se remitirán a lo establecido en el Convenio entre la OMT y España sobre el estatuto jurídico de la Organización en España.

EN VIRTUD DE LO EXPUESTO

Los abajo firmantes, en representación de la Secretaría de Estado de Turismo y Comercio del Ministerio de Industria, Turismo y Comercio, el Secretario General de Turismo en virtud de la disposición segunda de la resolución del 10 de mayo de 2001 de la Secretaría de Estado de Turismo y Comercio, de delegación de competencias a favor del Subsecretario de Economía, Secretarios generales y Directores generales dependientes de la Secretaría de Estado de Turismo y Comercio (BOE 12.5.01) y de la Organización Mundial del Turismo, firman el presente convenio, en la fecha arriba indicada, en tres ejemplares redactados en español.

POR LA SECRETARÍA DE ESTADO
DE TURISMO Y COMERCIO



Raimon Martínez Fraile
Secretario General de Turismo
(Resolución de la Secretaría de
Estado de Turismo y Comercio de
10.5.01 (BOE 12.5.01))

POR LA ORGANIZACIÓN MUNDIAL DEL
TURISMO



Francesco Frangiali
Secretario General de la Organización
Mundial del Turismo



Joan Enric Vives Sicília

Jacques Chirac

Coprínceps d'Andorra

ATÈS que el Govern del Principat d'Andorra ha vist i examinat l'Acord entre el Principat d'Andorra i l'Organització Mundial del Turisme relatiu a l'estatut jurídic de l'Oficina de l'Organització Mundial del Turisme especialitzada en el desenvolupament de recursos humans;

ATÈS que, d'acord amb el que disposa l'article 64.1 de la Constitució del Principat d'Andorra, el Consell General, en la sessió del 14 d'abril del 2004, va aprovar la ratificació de l'Acord entre el Principat d'Andorra i l'Organització Mundial del Turisme relatiu a l'estatut jurídic de l'Oficina de l'Organització Mundial del Turisme especialitzada en el desenvolupament de recursos humans;

Nosaltres, els coprínceps, després d'haver vist i examinat el Conveni esmentat, manifestem el consentiment de l'Estat per obligar-se d'acord amb el que s'hi disposa i, amb aquest fi, manem expedir aquest instrument de ratificació, signat per nosaltres i contrasignat pel cap de Govern.

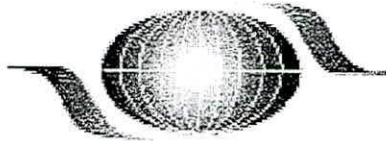
Andorra la Vella, 13 de maig del 2004

+ *Joan E. Vives*

Jacques Chirac

El cap de Govern

Antoni Martí



ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACION MUNDIAL DEL TURISMO
DÜNYA TURİZMİ ÖRGÜTÜ
سازمان جهانی گردشگری

Agreement
between the Government of the Republic of Uzbekistan
and the World Tourism Organization
concerning the Silk Road Office in Samarkand

The Government of the Republic of Uzbekistan (hereafter "Uzbekistan") and the World Tourism Organization (hereafter "WTO"),

Desiring to encourage international cooperation in developing tourism along the Silk Road for the benefit of the countries located along this route,

Recalling the Samarkand declaration adopted in 1994, which formally launched the Silk Road Project, and the Bukhara declaration adopted in 2002, which endorsed the offer of Uzbekistan to open a Silk Road office in Samarkand,

Taking into consideration WTO Executive Council Decision CE/DEC/5(LXX) of June 2003 and Resolution A/RES/457(XV) adopted by the General Assembly of WTO in Beijing in October 2003,

Have agreed as follows:

Article 1

Uzbekistan will open and operate, in the heritage city of Samarkand, a Silk Road Office (hereinafter "the Office") as a technical bureau within the WTO Silk Road Tourism Project, aimed at encouraging tourism development, promoting this Project and distributing information on the tourism potential of the Silk Road region. The Office will be part of the organizational structure of National Company Uzbektourism.

Article 2

WTO shall lend to the Office all possible and appropriate support, render periodical technical assistance and participate in the activities and programs organized by the Office.

To this effect the Secretary-General has designated the Silk Road Project Coordinator within the WTO Secretariat.

Article 3

The Office shall perform the following functions:

- Provide interface between Silk Road countries in developing tourism along this ancient route;
- Propose initiatives aimed at supporting participating governments and promoting regional cooperation along the route;
- Promote activities of tour operators of the countries of the region aimed at tourism development of the participating countries;
- Carry out research and surveys on areas of interest to Silk Road countries with a view of preparing a detailed inventory and an electronic data base of Silk Road tourism sites, cities and tourism products in the participating countries;
- Promote joint participation of Silk Road countries in tourism fairs and, where appropriate, encourage the setting up of joint Silk Road stands;
- Initiate and implement other activities aimed at encouraging and promoting tourism along the Silk Road.

Article 4

The Office shall perform its functions in close coordination with the WTO.

The Office Director shall regularly report to the WTO Silk Road Project Coordinator about the activities of the Office in order to inform the WTO Secretary-General, the Executive Council and the General Assembly about the progress of the Silk Road Project.

Article 5

The Director of the Office or his representative shall be invited to attend the meetings of the General Assembly, of the Executive Council and of the relevant Regional Commissions in an observer capacity when issues related to the Office's activities are on the agenda.

Article 6

Uzbekistan shall appoint the Office Director in consultation with the Secretary-General of the WTO.

The Director shall appoint the other staff members with a view to securing the highest standards of efficiency, competence and integrity, taking due account of their language ability in English and Russian.

Article 7

Uzbekistan shall provide to the Office:

- appropriate work facilities;
- payment of the salaries and social benefits due to the Office Director and Staff and their travel costs;
- payment of local expenses related to telecommunications for working purposes;
- payment of communal services and other expenses related to the WTO Office activities; and
- transport vehicles for experts for their missions within the country.

Article 8

WTO shall endeavor to provide technical and expert assistance in support of the Office activities.

Article 9

The Parties, on mutual agreement, may make necessary amendments or changes in the Agreement which shall be recorded in appropriate protocols, which shall constitute integral parts of the present Agreement.

Article 10

Any differences that may arise regarding the interpretation and the execution of the Articles of the present Agreement shall be settled by the Parties through negotiations and consultations. Either English or Russian, official languages of WTO, may be used by the Parties in their communications.

Article 11

The present Agreement shall become effective provisionally upon signature by both sides pending its approval by the WTO General Assembly.

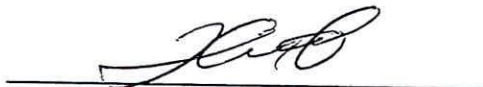
It shall enter into force permanently on the date when both sides shall have officially confirmed they have completed the formalities required by their respective laws and statutory provisions.

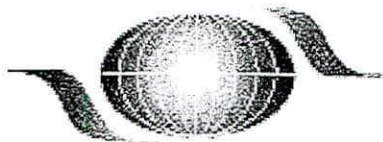
The Agreement is done in two copies in English and two in Russian, official languages of WTO, one copy in each language for each Party, with both copies being equally valid.

The present Agreement is concluded for the duration of the WTO Silk Road Tourism Project. Either side may terminate this Agreement earlier. Such termination shall be effective three months after the notification of that decision by one of the Parties.

For the Government of the Republic
Uzbekistan

For the World Tourism
Organization





ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACION MUNDIAL DEL TURISMO
ВСЕМИРНАЯ ТУРИСТСКАЯ ОРГАНИЗАЦИЯ
منظمة السياحة العالمية

Соглашение между Правительством Республики Узбекистан и Всемирной туристской организацией об открытии Офиса по Шелковому пути в городе Самарканде

Правительство Республики Узбекистан (в дальнейшем Узбекистан) и Всемирная туристская организация (в дальнейшем ВТО) согласились о следующем:

желая содействовать международному сотрудничеству по развитию туризма на Шелковом пути в интересах стран, расположенных на этом маршруте,

напоминая о Самаркандской декларации, принятой в 1994 году, которая официально дала начало проекту «Туризм по Шелковому пути», и Бухарской декларации, принятой в 2002 году, в котором одобрена предложение Узбекистана открыть в Самарканде офис проекта «Шелковый путь»,

принимая во внимание решение Исполнительного совета ВТО (CE/DEC/5 (LXX) от июня 2003 г. и резолюцию A/RES/457/(XV), принятую на Генеральной Ассамблее ВТО в Пекине в октябре 2003 г.,

согласились о нижеследующем:

Статья 1

Узбекистан откроет и обеспечит функционирование в историческом городе Самарканде офиса «Шелковый путь» со статусом технического Бюро проекта ВТО «Туризм по Шелковому пути» в целях стимулирования развития туризма, продвижения этого проекта и распространения информации о туристическом потенциале региона Шелкового пути. Организационно офис будет входить в систему Национальной компании «Узбектуризм».

Статья 2

ВТО предоставит офису всю возможную и целесообразную поддержку, периодически будет оказывать техническое содействие, а также принимать участие в мероприятиях и программах, организуемых офисом.

С этой целью Генеральный секретарь ВТО назначил в Секретариате ВТО координатора проекта «Шелковый путь».

Статья 3

Офис будет выполнять следующие функции:

- служить связующим звеном между странами Шелкового пути с целью развития туризма на этом древнем маршруте;
- выдвигать инициативы, направленные на поддержку участия правительств в этом проекте, поощрять региональное сотрудничество на этом маршруте;
- поощрять деятельность туроператоров стран региона, направленную на организацию туризма в странах-участницах проекта;
- осуществлять исследования и проводить обследования по вопросам, представляющим интерес для стран Шелкового пути с целью подготовки детального перечня объектов и электронной базы данных туристических объектов, городов и турпродуктов Шелкового пути в странах-участницах проекта;
- поощрять совместное участие стран Шелкового пути в туристических ярмарках, а также по возможности организовывать совместные стенды Шелкового пути;
- инициировать и осуществлять другие мероприятия, направленные на поддержку туризма по Шелковому пути.

Статья 4

Офис будет осуществлять свою деятельность в тесной координации с ВТО.

Директор офиса будет регулярно направлять координатору проекта ВТО «Шелковый путь» отчет о деятельности офиса с тем, чтобы информировать Генерального секретаря, Исполнительный совет и Генеральную ассамблею ВТО о прогрессе в реализации проекта «Шелковый путь».

Статья 5

Директор офиса или его представитель будут приглашаться в качестве наблюдателя для участия в заседаниях Генеральной ассамблеи, Исполнительного совета, а также на соответствующие региональные комиссии, где будут обсуждаться вопросы, связанные с деятельностью офиса.

Статья 6

Узбекистан назначит директора офиса в консультации с Генеральным секретарем ВТО.

Директор офиса назначает других сотрудников офиса с целью обеспечения самых высоких стандартов эффективности, компетентности и добросовестности, а также владения ими английским и русским языками.

Статья 7

Узбекистан предоставляет офису следующее:

- необходимые рабочие помещения и условия;
- оплату труда, социальное обеспечение, командировочные расходы директора офиса и его сотрудников;
- оплату затрат на телекоммуникационные услуги в служебных целях;
- оплату коммунальных услуг и других расходов, связанных с деятельностью офиса ВТО;
- транспорт для командировок экспертов по стране.

Статья 8

ВТО будет прилагать усилия к оказанию технической и экспертной помощи в деятельности офиса.

Статья 9

Стороны по взаимной договоренности могут вносить в настоящее Соглашение необходимые дополнения или изменения, которые оформляются соответствующими протоколами, являющимися неотъемлемой частью настоящего Соглашения.

Статья 10

Все спорные вопросы, которые могут возникнуть в связи с толкованием и выполнением статей настоящего Соглашения будут разрешаться Сторонами путем переговоров и консультаций. В своей переписке Стороны могут использовать английский или русский языки – официальные языки ВТО.

Статья 11

Настоящее Соглашение вступает в силу на временной основе до его одобрения Генеральной ассамблеей ВТО с момента его подписания обеими Сторонами.

Оно вступает в силу на постоянной основе в дату, когда обе Стороны официально подтвердят завершение формальностей, требуемых их соответствующими законами и уставными положениями.

Соглашение совершено в двух экземплярах на английском и двух экземплярах на русском языке, по одному экземпляру на каждом из языков для каждой из сторон, при этом оба экземпляра имеют равную силу.

Данное Соглашение заключается на срок действия проекта ВТО «Туризм по Шелковому пути». Каждая сторона может досрочно прекратить действие данного Соглашения. Расторжение считается вступившим с силу по истечении трех месяцев после уведомления одной из сторон о своем выходе из него.

За Правительство
Республики Узбекистан

За Всемирную
туристскую организацию


_____
_____



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

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

El Convenio Marco de Cooperación Interinstitucional se celebra entre el **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO DE LA REPÚBLICA DEL PERÚ**, representado por su Ministro, Don Alfredo Ferrero Diez Canseco, que en adelante se denominará **MINCETUR**; y la **ORGANIZACIÓN MUNDIAL DEL TURISMO**, representada por su Secretario General, Don Francesco Frangialli, que en adelante se denominará **OMT**.

CONSIDERANDO:

Que una de las funciones esenciales que desempeña la **OMT** es la cooperación con las administraciones turísticas nacionales;

Que, conforme a la Ley N° 27990 – Ley de Organización y Funciones del Ministerio de Comercio Exterior y Turismo – **MINCETUR** y de su Reglamento aprobado por D.S. N° 005-2002 – **MINCETUR**, corresponde al **MINCETUR** formular, proponer, dirigir, ejecutar y evaluar la política nacional de turismo en la República del Perú.

Que la **OMT** reconoce el liderazgo llevado a cabo por el **MINCETUR** para el desarrollo de la Cuenta Satélite de Turismo en el Perú, y valora los esfuerzos que viene desplegando para la homogeneización y solidez de sus investigaciones y estudios en materia de turismo;

Que el **MINCETUR** reconoce los pasos dados por la **OMT** para fomentar la medición económica del turismo, e igualmente valora su decisión de difundir los procedimientos utilizados por los países para estimar las características básicas de las actividades desarrolladas por los visitantes, así como el intercambio de experiencias, estudios especiales orientados a mejorar el análisis de la evolución y desarrollo del turismo en el mundo, posibilitando su comparabilidad internacional;

Que, en el ámbito de la medición y conocimiento económico del turismo, así como de sus interrelaciones con el conjunto del sistema económico, las partes que suscriben el presente Convenio esperan alcanzar logros altamente satisfactorios mediante la mutua cooperación de sus respectivas unidades técnicas, tanto en relación con el proyecto Cuenta Satélite de Turismo, como del desarrollo de estudios específicos propios de la actividad turística;

Que, dada la coincidencia de planteamientos y objetivos en materia de medición de la actividad turística, así como el interés de ambas partes en profundizar en las líneas de cooperación existentes y tener, por una parte, una información eficaz y suficiente, y por otra, permitir el intercambio de experiencias y estudios específicos de turismo para un mejor aprovechamiento de los recursos de las administraciones de turismo, en beneficio mutuo, de la sociedad en general y de los usuarios de la información para la mejora continua de la gestión turística, la **OMT** y el **MINCETUR** convienen en firmar el presente Convenio con las siguientes

CLÁUSULAS:

Cláusula primera.- Objeto del Convenio

Garantizar un compromiso efectivo en materia de cooperación tanto en relación con el proyecto Cuenta Satélite del Turismo, como del desarrollo de estudios específicos propios de la actividad turística, mediante acciones que permitan:



- Impulsar la medición económica del turismo mediante el establecimiento y continuidad de la Cuenta Satélite de Turismo.
- Intercambiar experiencias de estudios turísticos en aquellos ámbitos de interés común para el mejor desarrollo del turismo.
- Facilitar el acceso a la información de mercadeo, promoción y documentación estadística, gestionada por ambos organismos.

Cláusula Segunda.- Compromisos y actuaciones de las partes en relación con la colaboración para la adecuada medición económica del turismo en el Perú

- Asistencia técnica directa y mediante la participación en los eventos y/o seminarios en materia de mediciones y análisis turísticos organizados por la **OMT**.
- Intercambio de experiencias de la medición de la actividad turística así como de estudios específicos para mejorar y apoyar la toma de decisiones en la gestión turística.
- Puesta en marcha de acciones conjuntas para poner en valor los trabajos desarrollados por Perú en relación con el establecimiento de la Cuenta Satélite de Turismo en el marco de la Comunidad Andina en particular.

Cláusula Tercera.- Compromisos y actuaciones de las partes en relación con la colaboración mutua en relación al acceso a la información y documentación estadística gestionada por ambos organismos

- La **OMT**:
 - o Facilitará el intercambio de experiencias, acceso y contacto con otras instituciones que hayan desarrollado investigaciones turísticas orientadas a mejorar la gestión y el desarrollo turístico de su país.
 - o Intercambiará documentos relativos a metodologías y resultados de experiencias desarrolladas para la adecuada medición y análisis de la actividad turística.
 - o Evaluará los avances obtenidos por el **MINCETUR** en la elaboración de la Cuenta Satélite de Turismo y de los estudios específicos que se implementen en la perspectiva de posibilitar una adecuada sostenibilidad de esta actividad.
- El **MINCETUR**:
 - o Remitirá periódicamente los avances de los trabajos realizados y mantendrá informada a la **OMT** de la evolución de las experiencias aplicadas en el Perú respecto de las diferentes mediciones realizadas.
 - o Posibilitará el enlace y coordinaciones adecuadas con los países de la región para el intercambio de experiencias e impulso de la Cuenta Satélite de Turismo en el marco de las orientaciones de la OMT.
 - o Dotará los recursos necesarios para la sostenibilidad en la elaboración de las futuras Cuentas Satélite de Turismo, así como de la continuidad en los estudios especializados necesarios para la mejor medición y desarrollo del Turismo en el Perú.



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Cláusula Cuarta.- Financiación

Aunque el presente Convenio no implica compromisos presupuestarios, en el caso de que el desarrollo de los contenidos y modalidades de cooperación objeto del mismo pudiera tener implicaciones financieras o presupuestarias para las partes, éstas suscribirán acuerdos específicos que serán determinados de común acuerdo sobre la base de sus mandatos, capacidades y procedimientos presupuestarios respectivos.

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En el caso de que el desarrollo de las distintas actividades cubiertas por el presente Acuerdo implicase la necesidad de financiamiento, las partes deberán establecerlo de forma expresa para cada caso, mediante la firma de notas complementarias, que serán anexadas oportunamente conforme al procedimiento establecido, y que formarán parte de este Convenio.

Cláusula Quinta.- Período de vigencia

El presente Acuerdo de Colaboración surtirá efectos desde la fecha de su suscripción y tendrá vigencia de tres años. Su renovación se efectuará por acuerdo expreso entre las partes antes del vencimiento del plazo a prorrogar, por un período similar de tiempo.



Cláusula Sexta.- Resolución

Será causa de resolución del presente Convenio el mutuo acuerdo entre las partes con una antelación de seis meses, así como la denuncia de su incumplimiento mediante preaviso comunicado de forma fehaciente a la parte incumplidora con un plazo de dos meses de antelación.

EN VIRTUD DE LO EXPUESTO

Los abajo firmantes, en representación del **MINISTERIO DE COMERCIO EXTERIOR Y TURISMO DE LA REPÚBLICA DEL PERÚ** y de la **ORGANIZACIÓN MUNDIAL DEL TURISMO**, firman el presente Convenio, en Lima – Perú, el cuarto día del mes de septiembre del año dos mil cuatro, en dos ejemplares redactados en idioma español.

**MINISTRO DE COMERCIO EXTERIOR
Y TURISMO DE LA
REPÚBLICA DEL PERÚ**


ALFREDO FERRERO DIEZ CANSECO

**SECRETARIO GENERAL DE LA
ORGANIZACIÓN MUNDIAL DEL
TURISMO**


FRANCESCO FRANGIALLI

AGREEMENT
BETWEEN THE WORLD TOURISM ORGANIZATION
AND THE MINISTRY OF CULTURE AND TOURISM
OF THE REPUBLIC OF KOREA
ON THE ESTABLISHMENT OF THE UN-WTO ST-EP
FOUNDATION HEADQUARTERS

The World Tourism Organization (hereinafter referred to as “WTO”) and the Ministry of Culture and Tourism of the Republic of Korea (hereinafter referred to as “MCT”);

Recalling the Memorandum of Understanding (MOU) concerning the establishment of the ST-EP Foundation and its Headquarters, subscribed between WTO and MCT, which was signed in Korea on 25 March 2004 with the aim to encourage international cooperation on sustainable tourism development for poverty elimination;

Welcoming the decision on the ‘ST-EP Initiative’ adopted by the WTO Executive Council at its 73rd session held in Hyderabad, India, on 7 and 8 July 2004;

Acknowledging that the coordination of opinions of related authorities and the drawing up of the plan for the Foundation’s establishment are being led through the ST-EP Preparatory Committee, which is jointly spearheaded by the WTO Secretary General and the Cultural Cooperation Ambassador of Korea;

Having regard to the matters agreed between WTO and MCT in the MOU and, in particular, the establishment of the Foundation Headquarters during 2004 with support from the Korean Government, and other detailed implementation measures with the support of WTO;

Have agreed as follows:

Article 1

Establishment of the Foundation

1. The official title of the Foundation is “UN-WTO ST-EP Foundation (Sustainable Tourism-Eliminating Poverty Foundation)”.
2. The ST-EP Foundation will be established in 2004 as an international foundation with a legal personality status under Korean laws, by virtue of this Agreement.
3. The ST-EP Foundation shall be fully compatible with international laws and will have the capacity to stand alone, while retaining links with WTO, its founder. ST-EP related projects and research initiated by WTO during 2004 and 2005, shall be transferred to the ST-EP Foundation at the beginning of 2006 when the Foundation will be fully operational.
4. Detailed matters including the internal organization of the Foundation, its function and powers, procedures, financing and accounting shall be defined in the ST-EP Foundation Constitution attached hereto, subject to final approval by the WTO General Assembly at its XVI session in 2005.

Article 2

Support by Korea and WTO

1. MCT will pay the ST-EP Foundation a seed fund of USD \$5 million, as promised in the MOU, as follows:

Payment Date	Amount (USD)	Payment Account
8 Oct 2004	\$2 million	WTO Temporary Account
31 Mar 2005	\$1 million	ST-EP Foundation Account
31 Mar 2006	\$1 million	ST-EP Foundation Account
31 Mar 2007	\$1 million	ST-EP Foundation Account

The schedule above may be amended by mutual agreement between WTO and Korea in line with the progress of the ST-EP project.

2. WTO recognizes that opening a temporary account for ST-EP within Korea is necessary for the establishment of the Foundation. Therefore it will open a WTO ST-EP Temporary Account in Korea, and the MCT will transfer the seed fund of USD \$2 million to this account, which will subsequently be transferred into a ST-EP Foundation account when it is legally established. The contribution of USD \$500,000 that was promised to be provided by WTO in accordance with the MOU and with the approval of the WTO Executive Council, will be deposited in another WTO ST-EP Temporary Account in Madrid by 8 October 2004, until final approval for its application to ST-EP activities is obtained from the WTO General Assembly in 2005. The interest receipts from the paid funds shall be accumulated in the WTO Temporary Accounts and shall be transferred together with the funds when both are transferred to the ST-EP Foundation Account.

3. Upon opening the accounts mentioned in the above paragraph, in Madrid and in Korea respectively, WTO and the ST-EP Foundation shall notify the other party respectively.

4. All financial statements shall be denominated in US dollars and any change in the currency shall be made only with the agreement between WTO and MCT.

Article 3

Other provisions

1. The provisions and conditions herein shall be amended or prolonged only by written consent between the two parties.

2. This Agreement shall come into effect with the signing of both parties and the moment the first fund payment is made to the WTO Temporary Account in accordance with the payment schedule laid out in Clause 1 of Article 2.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives, have signed this Agreement in Seoul in duplicate in the Korean and English languages on 24 September 2004.

For the Ministry of Culture
and Tourism of the
Republic of Korea

For the World Tourism
Organization



Mr. Chung Dong-chea
Minister

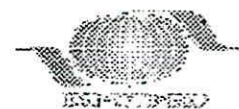


Mr. Francesco Frangiali
Secretary General

Attached : UN-WTO ST-EP Foundation Constitution (subject to approval by the WTO General Assembly in 2005)



Libertad y Orden



ORGANIZACIÓN MUNDIAL DEL TURISMO



ACUERDO DE COOPERACIÓN ENTRE EL
MINISTERIO DE COMERCIO, INDUSTRIA Y TURISMO DE COLOMBIA,
EL MINISTERIO DE CULTURA DE COLOMBIA, PROEXPORT COLOMBIA, Y
LA ORGANIZACIÓN MUNDIAL DEL TURISMO

El Ministerio de Comercio, Industria y Turismo de Colombia, en adelante el Ministerio, el Ministerio de Cultura, el Fideicomiso Promoción de Exportaciones - PROEXPORT Colombia, en adelante PROEXPORT y la Organización Mundial del Turismo, en adelante la OMT.

Revisadas las facultades legales de los Ministerios, PROEXPORT y los Estatutos de la Organización Mundial del Turismo, aprobados en Colombia mediante la Ley 63 de 1989.

Considerando que Colombia es un Estado Miembro de la OMT y que la entidad de enlace con la Organización es el Ministerio de Comercio, Industria y Turismo.

Considerando que el turismo es un sector con alta vocación exportadora y que PROEXPORT en ejercicio de su función de promoción de exportaciones no tradicionales de Colombia, trabaja decididamente en la promoción de la oferta exportable de servicios turísticos.

Considerando que estas organizaciones tienen metas en común, esto es, la promoción y desarrollo del turismo, la elaboración de estudios y encuestas, y el mejoramiento de la eficiencia de las organizaciones turísticas, tanto públicas como privadas.

Considerando que la Cultura en sus diversas manifestaciones es fundamento de la Nacionalidad y que es obligación del Estado y de las personas valorar, proteger y difundir el Patrimonio Cultural de la Nación y que el turismo cultural es una estrategia potencial para su promoción, sostenibilidad y uso responsable.

Considerando que los Ministerios de Cultura y de Comercio, Industria y Turismo han decidido trabajar conjuntamente en la formulación y desarrollo de una política para el turismo cultural.

Convencidos de que la cooperación entre las partes firmantes maximizará los recursos disponibles para sus metas comunes, y servirá para fortalecer el logro de las mismas.



Libertad y Orden



ORGANIZACIÓN MUNDIAL DEL TURISMO



Continuación del acuerdo de cooperación entre el Ministerio de Comercio, Industria y Turismo, el Ministerio de Cultura, PROEXPORT Colombia y la Organización Mundial del Turismo

HAN ACORDADO LO SIGUIENTE:

Artículo I. Ayudas de Cooperación

El Ministerio, PROEXPORT y la OMT trabajarán conjuntamente para fortalecer la promoción y el desarrollo del turismo.

Artículo II. Campos de Cooperación

El Ministerio, PROEXPORT y la OMT están interesados en cooperar en investigaciones de mercado, estudios y seminarios para el mejoramiento del conocimiento de los mercados, la eficiencia de la promoción y la producción de la información turística.

Artículo III. Actividades conjuntas

El Ministerio, conjuntamente con PROEXPORT y la OMT organizarán seminarios y ruedas de negocios que promuevan el turismo receptivo hacia Colombia.

La OMT y el Ministerio, con el apoyo de PROEXPORT y el Ministerio de Cultura de Colombia, realizarán un trabajo conjunto para la formulación de una política de turismo cultural y la segmentación de los mercados.

La OMT y el Ministerio acordarán entre ellos acciones para fortalecer el proceso de descentralización turística en Colombia y el mejoramiento de la competitividad de los destinos turísticos colombianos.

Artículo IV. Formas de Cooperación

I. Contribución a ser proporcionada por la OMT:

La OMT contribuirá con PROEXPORT en la investigación y producción de los reportes y estudios de mercado en los campos mencionados en el artículo II de este acuerdo, así como las ruedas de negocios, la ejecución de seminarios y asistencia técnica en las áreas señaladas.



Libertad y Orden



ORGANIZACIÓN MUNDIAL DEL TURISMO



Continuación del acuerdo de cooperación entre el Ministerio de Comercio, Industria y Turismo, el Ministerio de Cultura, PROEXPORT Colombia y la Organización Mundial del Turismo

La contribución de la OMT se fijará según el Plan de Trabajo Anual, elaborado conjuntamente entre las partes

La OMT cooperará con el Ministerio y PROEXPORT con la información y datos necesarios para facilitar la ejecución del plan de trabajo que se defina.

La OMT se podrá convertir en editor o distribuidor de los resultados de los reportes.

II. Contribución a ser suministrada por el Ministerio y PROEXPORT:

El Ministerio y PROEXPORT coordinarán la investigación y el resultado de los reportes y estudios de mercado en los campos mencionados en el artículo II de este acuerdo, los cuales podrán ser realizados por contratación de consultores externos.

El Ministerio y PROEXPORT asumirán la responsabilidad de la organización de los seminarios y reuniones que se requieran en Colombia o en los mercados objetivo que se definan. Estos aspectos serán establecidos por las partes cada año.

El Ministerio y PROEXPORT mantendrán a la OMT constantemente informada de las actividades específicas ejecutadas en las áreas de interés conjunto.

El Ministerio y PROEXPORT considerarán las opiniones de la OMT sobre decisiones específicas que podrían afectar el desarrollo de la investigación, de los reportes y estudios esperados.

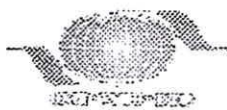
Artículo V. Implementación del Acuerdo.

1. El presente acuerdo entre el Ministerio, el Ministerio de Cultura, PROEXPORT y la OMT será aprobado por las instituciones antes de su publicación.

2. El Ministerio, PROEXPORT y la OMT, podrán publicar el resultado de su trabajo conjunto y el Ministerio de Cultura en lo que le corresponde específicamente. Estos reportes y estudios de mercado resultantes incluirán los logos de dichas entidades en la portada para mostrar las relaciones de cooperación entre ellas, y darán los créditos respectivos que ellos fueron producidos como resultado de dicha cooperación.



Libertad y Orden



ORGANIZACIÓN MUNDIAL DEL TURISMO



Continuación del acuerdo de cooperación entre el Ministerio de Comercio, Industria y Turismo,
el Ministerio de Cultura, PROEXPORT Colombia y la Organización Mundial del Turismo

3. Las partes podrán utilizar libremente cualquier información que intercambien en virtud del presente acuerdo, salvo en aquellos casos en que la parte que la haya suministrado tenga establecidas restricciones o reservas para su uso o difusión. En estos casos, deberá mediar autorización expresa de la parte que suministre la información en cuanto a la facultad de difundirla a terceros.

4. Las partes se abstendrán de efectuar actividades, acciones y en general actos que impliquen o puedan implicar competencia desleal o puedan significar una violación o desmedro de la propiedad intelectual protegida por ley o por estipulaciones entre las partes.

Cada una de las partes aportará el recurso humano, logístico y administrativo necesario, de acuerdo a las actividades a desarrollar conforme a lo planteado en el presente Acuerdo.

5. Las partes firmantes se consultarán entre sí sobre apreciaciones o cualquier dificultad que pueda surgir de la interpretación o implementación de este Acuerdo, teniendo en cuenta los fines que las han llevado a celebrarlo y al principio de la buena fe y conmutatividad contractuales. Si las partes no pueden encontrar una solución de común acuerdo, acudirán a los mecanismos de solución de conflictos como la conciliación o arbitramento de conformidad con las normas internacionales en esta materia.

4. Cada uno de los Representantes legales de las partes firmantes del presente acuerdo, designará un representante para mantener un permanente contacto entre si y para monitorear la aplicación y seguimiento de las actividades desarrolladas en virtud de este Acuerdo.

5. Cualquier modificación, aclaración o adición al presente Acuerdo deberá constar por escrito y ser suscrita por el Representante Legal de cada una de las partes.

6. PROEXPORT representará a Colombia en las actividades y tareas del Comité de Inteligencia de Mercados de la OMT.

En testimonio de lo manifestado, nosotros los firmantes, garantizamos que tenemos la total autoridad para representar a las partes en el caso de las investigaciones y las resultantes publicaciones contempladas en este Acuerdo, y acogemos las condiciones establecidas en el mismo desde la fecha de su suscripción.



Libertad y Orden



ORGANIZACIÓN MUNDIAL DEL TURISMO



Continuación del acuerdo de cooperación entre el Ministerio de Comercio, Industria y Turismo,
el Ministerio de Cultura, PROEXPORT Colombia y la Organización Mundial del Turismo

Bogotá D.C., 28 de febrero de 2005

FRANCESCO FRANGIALLI
Secretario General
Organización Mundial del Turismo

JORGE H. BOTERO
Ministro de Comercio, Industria y
Turismo de Colombia

MARIA CONSUELO ARAUJO CASTRO
Ministra de Cultura de Colombia

LUIS GUILLERMO PLATA
Representante Legal
Fideicomiso Promoción de
Exportaciones
PROEXPORT Colombia



**Memorandum of Understanding
for Cooperation and Coordination
between
the World Tourism Organization (WTO)
and
the Economic and Social Commission for Western Asia (ESCWA)**

The World Tourism Organization (hereinafter referred to as "WTO") and the United Nations Economic and Social Commission for Western Asia (hereinafter referred to as "ESCWA"), (hereinafter referred to as "the two parties"), desiring to forge reciprocal cooperation and coordination and to attain their mutual goals in furthering economic and social development in general and development of the tourism services in particular;

Considering the fact that WTO, as the specialized agency responsible for the promotion and development of tourism within the United Nations system, aims to stimulate economic growth and job creation, provide incentives for protecting the environment and heritage of destinations, and promote peace and understanding among all the nations of the world;

Also considering that ESCWA, in its capacity as a United Nations regional commission, addresses the issue of regional and sub-regional integration, responding to globalization and the world trading system;

WTO and ESCWA have reached the following understanding:

ARTICLE I

1. The two parties shall hold periodic meetings at the level of the Secretary-General of WTO and the Executive Secretary of ESCWA, in Beirut or Madrid, to discuss the work programme of the two parties.



ARTICLE II

2. The two parties shall work on strengthening cooperation between them in the areas of exchange of data and information related to tourism activities, holding training programmes, exchanging publications and promoting the implementation, in the ESCWA region and other Arab countries, of the Tourism Satellite Account, as endorsed by the United Nations Statistical Commission (UNSC).

ARTICLE III

3. The two parties shall exchange expertise in the field of tourism services, liberalization and protection of environment of ESCWA member countries and other Arab countries.

ARTICLE IV

4. The two parties shall follow-up on the negotiations on trade in services in the World Trade Organization, especially with respect to the tourism services sector, and shall provide technical assistance to the Arab countries in this regard.

ARTICLE V

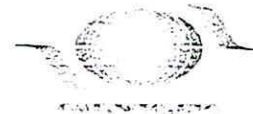
5. The two parties shall hold consultations to identify other areas of cooperation falling under their respective mandates. They shall also conduct joint regional activities to benefit from the complementarity of their human and financial resources.

ARTICLE VI

6. This memorandum of understanding (MOU) shall be valid for an initial period of two years, after which the Parties shall consider its extension. Either signatory may terminate the MOU after giving a six months' written notice.

M. T.

F. K.



ARTICLE VII

7. This MOU may be amended by mutual consent of the two parties. Any amendment introduced thereto shall not prejudice the rights or obligations accepted therein prior to the effective date of any proposed amendment.

In witness thereof, the duly authorized representatives of the two parties affix their signatures below.

Done at *Beirut* , *Lebanon* , on .

For the Secretariat of the
World Tourism Organization (WTO)

Mr. Francesco Frangialli
Secretary General

on the *30th* of *April* 2004

For the Secretariat of the United Nations
Economic and Social Commission
for Western Asia (ESCWA)

Ms. Mervat Tallawy
Executive Secretary

on the *30* of *April* 2004

MEMORANDUM OF UNDERSTANDING

between

THE WORLD TOURISM ORGANIZATION

and

**THE INTER-AMERICAN DEVELOPMENT BANK ON ITS OWN BEHALF
AND ON BEHALF OF THE MULTILATERAL INVESTMENT FUND**

MEMORANDUM OF UNDERSTANDING

between

THE WORLD TOURISM ORGANIZATION

and

THE INTER-AMERICAN DEVELOPMENT BANK ON ITS OWN BEHALF AND ON BEHALF OF
THE MULTILATERAL INVESTMENT FUND

Considering that the Inter-American Development Bank (hereinafter referred to as the "Bank") is a public international organization, the purpose of which is to contribute to the acceleration of the process of economic and social development in its regional developing member countries in Latin America and the Caribbean, individually and collectively;

Considering that the Multilateral Investment Fund is a Fund administered by the Bank for the purpose of encouraging the development and implementation of investment reforms and facilitating increased levels of private investment, encouraging and expanding the private sector, and stimulating small business and other entrepreneurial activities in the regional developing member countries of the Bank and of the Caribbean Development Bank, consistent with the Bank's purpose;

Considering that the World Tourism Organization (hereinafter referred to as the "WTO") is the leading intergovernmental organization in the field of travel and tourism, which purpose is to: (i) promote the development of responsible, sustainable, and universally accessible tourism, aiming to stimulate economic growth and job creation, with a view towards providing incentives for protecting the environment and preserving cultural heritage, and (ii) serve as a global forum for tourism policy issues and as a source of tourism know-how and statistics, including internationally accepted definitions and methodologies; and

Considering that the Bank and the WTO (hereinafter referred to as the "Parties") wish to formalize a basis on which the Parties may explore opportunities for cooperation and collaboration on matters of common interest, and to render their respective activities more effective and beneficial;

Now, therefore, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") as follows:

ARTICLE I – Objective

The objective of this MoU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties in the promotion of actions and initiatives directed at sustainable tourism development in the Bank's regional developing member countries in Latin America and the Caribbean, and providing assistance for programs and projects that foster cooperation among the Parties. These and any other activities agreed to between the Parties shall be subject to the respective internal objectives, functions, policies and procedures of the Parties.

5.1.1 For the Bank:

Inter-American Development Bank
Attn.: Mr. Donald F. Terry
Manager, Office of the Multilateral Investment Fund; and
Mr. Carlos Jarque
Manager, Sustainable Development Department
1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA
Telephone: (202) 623-1000
Facsimile: (202) 942-8100; (202) 623-1708

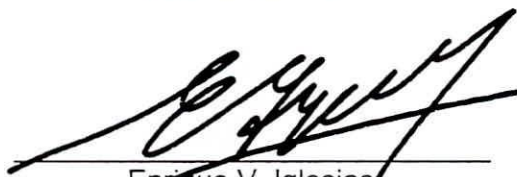
5.1.2 For the WTO:

World Tourism Organization
Attn.: Mr. Carlos Gutiérrez
Regional Representative for the Americas
Capitán Haya, 42
28020 Madrid
SPAIN
Telephone: +(34) 91 567 81 00
Facsimile: +(34) 91 571 37 33

- 5.2 Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) original counterparts in the English language.

**INTER-AMERICAN DEVELOPMENT BANK
ON ITS OWN BEHALF AND
ON BEHALF OF THE MULTILATERAL
INVESTMENT FUND**



Enrique V. Iglesias
President

Date: _____

WORLD TOURISM ORGANIZATION



Francesco Frangilli
Secretary General

Date: 29/03/2004

MEMORANDUM OF UNDERSTANDING (MOU)

between

WORLD TOURISM ORGANIZATION (WTO)

and

SOUTH PACIFIC TOURISM ORGANIZATION (SPTO)

Preamble

Realising the important role that TOURISM and Tourism-related activities play in the social and economic development of communities particularly through employment generation and receipt of foreign exchange revenues,

Recognising the capacity of sustainable tourism to preserve natural and cultural assets of nations, and

Taking into account the potential of the South Pacific nations (namely American Samoa, Cook Islands, Fiji, Kiribati, New Caledonia, Niue, Papua New Guinea, Samoa, Solomon Islands, Tahiti, Tonga, Tuvalu and Vanuatu) to develop high quality tourism destinations with unique heritage in terms of natural, historical, and other cultural attractions,

The World Tourism Organization (hereinafter called **WTO**), the premier global organization engaged in developing tourism as a major engine for socio-economic growth and the **South Pacific Tourism Organization** (hereinafter called **SPTO**), hereby enter into this understanding with the intent of collaborating in optimising the use of each other's expertise, experience and potential for the further development and promotion of tourism in the South Pacific member countries.

Objective

The objective of this understanding is to enable **WTO** and **SPTO** to take necessary steps and devise appropriate measures in their respective domains to explore avenues of cooperation, sharing of information, and, wherever possible, provide inputs in technical cooperation projects in tourism development.

Areas of Mutual Cooperation

In fulfilment of the above objective, **WTO** and **SPTO** mutually agree to:

1. **Exchange of information** pertaining to policies related to tourism development, investment opportunities and sharing of economic data of relevance to each other.

2. **Provide assistance** to each other in identifying training needs for quality tourism development.
3. **Identify bottlenecks in the further sustainable expansion of tourism traffic** and visitor interaction and recommend ways and means for removal of barriers with special emphasis on facilitating tourism development, air transport and travel and tours by cruise.
4. **Promote and facilitate undertaking** of tourism-related projects or other related activities on mutually-agreed terms.
5. **Support and encourage participation** of the business communities and other tourism segments in travel marts, exhibitions and tourist festivals with a focus on SPTO tourism sites.
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 tourism.
7. **Consider constituting joint committees or fora** for business and government interaction and organizing joint programmes.

WTO will be assisted by its Regional Support Office for Asia and the Pacific, based in Osaka, in executing the above-mentioned activities.

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.

In witness whereof, the World Tourism Organization and the South Pacific Tourism Organization enter into this MOU.



Lisiate 'Aloveita' Akolo
Chief Executive
South Pacific Tourism Organization

Suva, Fiji
14 July 2004



Francesco Frangialli
Secretary-General
World Tourism Organization

Madrid, Spain
15 July 2004

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
WORLD TOURISM ORGANIZATION (WTO)
AND
THE FEDERATION OF INDIAN CHAMBERS OF COMMERCE AND INDUSTRY (FICCI)

Preamble

Realizing the important role that TOURISM and Tourism related activities play in enhancing the mutual understanding and enlarging the scope for interdependence amongst nations and at the same time, supporting avenues for employment and income generation of the people and

Recognizing that India has a vast and highly diversified potential for becoming a major tourist destination.

The World Tourism Organization (hereinafter called **WTO**), the premier global organization engaged in promoting international tourism and thereby strengthening the bond of friendship and integration among the member countries **AND The Federation of Indian Chambers of Commerce and Industry** (hereinafter called **FICCI**), the premier institution and most representative body of the Indian business community, hereby enter into this understanding with the intent of working together for optimizing the use of each other's expertise, experience and potential for the development of tourism.

Objective

The objective of this understanding is to enable **WTO** and **FICCI** to take necessary steps and devise appropriate measures in their respective domains and wherever possible, jointly work towards the promotion and development of tourism in the sub/continent.

Areas of Mutual Cooperation

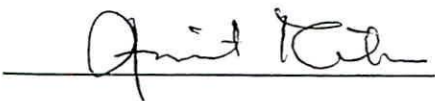
In fulfillment of the above objective, WTO and FICCI mutually agree to:

1. **Exchange of information** pertaining to policies related to tourism development, investment opportunities in tourism and connected areas and sharing economic data of relevance to each other.
2. **Provide assistance** to each other in obtaining clarifications on travel related policies and programmes of specific concern to each other.

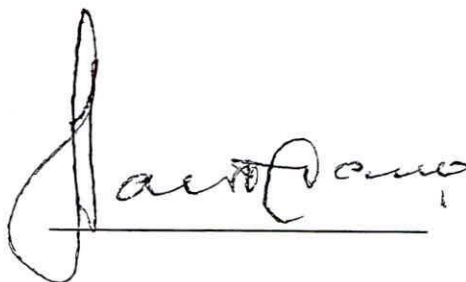
3. **Identify bottlenecks in the further expansion of tourism traffic** and visitor interaction and recommend ways and means for removal of barriers with special emphasis on facilitating flow of tourist traffic.
4. **Promote and facilitate undertaking** of tourism related projects or other related activities on mutually agreed terms.
5. **Support and encourage participation** of the business communities and other tourism segments in travel marts, exhibitions and tourist festivals being held from time to time.
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 large inflow and outflow of tourism traffic, helping sort out areas of irritants and creating a necessary climate conducive to investment in the tourism industry.
7. **Consider constituting joint committees or forums** for business and government interaction and organizing joint programmes.

The MOU is non-binding and does not, by itself, create any legal obligation between the two organizations. It is just a record of their mutual understanding and intention to enlarge the scope of mutual co-operation and shall remain in force till revoked in writing by either party.

IN WITNESS WHEREOF, The Federation of Indian Chambers of Commerce and Industry and the World Tourism Organization sign this Memorandum of Understanding in Chennai on the 10th day of December 2003.



Dr. Amit Mitra
Secretary General
**Federation of Indian Chambers
of Commerce and Industry**



Dr. H. Varma
Regional Representative
for Asia and the Pacific
World Tourism Organization



EUROPEAN TRAVEL COMMISSION - COMMISSION EUROPÉENNE DU TOURISME

19A, AVENUE MARNIX (BOÎTE 25) - 1000 BRUXELLES - BELGIQUE - TEL (32-2) 502 01 13 - FAX (32-2) 514 18 43 - <http://www.etc-corporate.org> - info@etc-corporate.org

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

Recalling the Statutes of the ETC, the Statutes of the World Tourism Organization and the fruitful cooperation between these two organisations during 2002 and 2003,

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

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 WTO shall jointly work towards strengthening the promotion and development of tourism.

Article II - Fields of Cooperation

The ETC and WTO 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 WTO shall organise seminars and work shops on subjects of common interest such as, for example, seminars on Marketing Evaluation, and Forecasting Methodologies.

ETC REPRESENTS THE NATIONAL TOURIST ORGANISATIONS OF :
AUSTRIA, BELGIUM, BULGARIA, CROATIA, CYPRUS, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE,
HUNGARY, ICELAND, IRELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, MONACO, NETHERLANDS, NORWAY, POLAND,
PORTUGAL, ROMANIA, SLOVAK REPUBLIC, SLOVENIA, SPAIN, SWEDEN, SWITZERLAND, TURKEY, UNITED KINGDOM

Article IV - Forms of Cooperation

I. Contribution to be provided by WTO to ETC:

WTO will cofinance 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 WTO contribution will be Twenty Thousand euros. This sum covers only part of the total cost of the study or studies and seminars.

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

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

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

II. Contribution to be provided by ETC to WTO:

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.

WTO will instruct ETC on the procedures to administrate and manage its financial contribution for the purposes described in Article II of this Agreement;

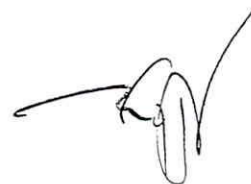
ETC will allow WTO to add information to the contents of the resulting reports;

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

ETC shall take account of WTO'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 WTO 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.

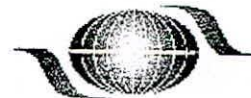
Madrid, January 2004



Francesco Frangialli
Secretary General
World Tourism Organization



Jaime-Axel Ruiz Baudrihay
Executive Director
European Travel Commission



**Cooperation Agreement
between
the World Tourism Organization
and
the International Hotel and Restaurant Association**

The **World Tourism Organization** hereinafter WTO and the **International Hotel and Restaurant Association**, hereinafter the IH&RA,

Recalling the Statutes of the IH&RA, the Statutes of the World Tourism Organization,

Considering that the IH&RA is an affiliate member of the WTO,

Considering that both organizations have a goal in common, that is, the promotion and development of tourism as well as the contribution to research on the tourism market and the hospitality industry,

Convinced that the cooperation between the two signatory parties will maximize 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 WTO and IH&RA shall jointly work towards strengthening the development of tourism.

Article II - Fields of Cooperation

The WTO and IH&RA are interested in cooperating on market research, studies and seminars aimed at improving the knowledge of the markets, the research on the hospitality industry.

Article III – Joint Activities

The IH&RA and the WTO shall carry out any type of activity, research, studies, application or dissemination of the knowledge acquired in the fields of cooperation on subjects of common interest.

The characteristics and content of each activity shall be agreed and approved by both parties.

Article IV - Forms of Cooperation

I. Contribution to be provided by WTO to IH&RA:

WTO will collaborate with IH&RA in the research and production of the reports in the aforementioned field, as well as in initiating a series of seminars on methodology and work within the tourism organizations. This WTO contribution will cover only part of the total cost of the study or studies and seminars.

WTO will provide IH&RA with all necessary information and collect necessary data to facilitate the research and resulting reports;

WTO hereby grants IH&RA a license use and display, in whole or in part, any of the materials provided by WTO for these reports;

WTO can become editor and distributor of the resulting reports.

II. Contribution to be provided by IH&RA to WTO:

IH&RA will take over co-responsibility for organizing the seminars.

WTO will instruct IH&RA on the procedures to administrate and manage its contribution for the purposes described in Article II of this Agreement;

IH&RA will allow WTO to add information to the contents of the resulting reports;

IH&RA shall keep WTO constantly informed of the specific activities conducted in the areas of joint interest;

IH&RA shall take account of WTO's opinion on specific decisions that would affect the development of the research and the resulting reports.

Article V - Implementation of the Agreement

The resulting reports have to be approved by both organizations before their publication;

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.

Article V - Disputes

Both signatory parties shall consult each other regarding any difficulties that may arise from the interpretation or implementation of this Agreement.

Any dispute arising out of the application or interpretation of this Agreement shall be referred to arbitration by a single arbitrator agreed to by both parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third one. The final judgment made by the Arbitrator in accordance with the above shall be recognized by both parties as the final settlement of the dispute, and therefore not subject to appeal.

Article VI - Entry into Force, Duration, Termination, and Amendment of the Agreement

This Agreement shall enter into force on the date of its signature by both Parties and will remain in effect unless terminated by either party with six months' written notice to the other party. No such termination shall affect contractual obligations already entered into by either party under this Agreement.

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 in the Agreement, and that we agree to the conditions of this Agreement as of the date written above.

Madrid, 7 June 2004



Alain-Philippe Feutré
Chief Executive Officer
International Hotel and Restaurant Association

INTERNATIONAL HOTEL & RESTAURANT ASSOCIATION 51, rue Jean Jacques Rousseau 75001 Paris Tél : 01 44 88 92 20 Fax : 01 44 88 92 30



Francesco Frangialli
Secretary General
World Tourism Organization



MEMORANDUM OF UNDERSTANDING

between

World Tourism Organization (WTO)

&

“Routes” – The World Route Development Forum

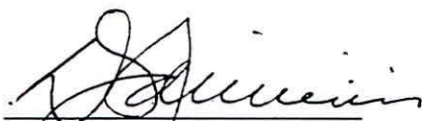
- **Whereas the World Tourism Organization**
 - is the United Nations Specialized Agency playing a decisive and central role in the Tourism sector;
 - has developed a framework of Liberalization with a Human Face to link fair trade, sustainability and poverty strategies;
 - is seeking to increase aviation services to promote tourism trade generally and specifically to develop new routes to the worlds poorest countries as a vital tool for export and investment;
 - is considering with ICAO a new concept of Essential Tourism Development Routes – ETDRs.
- **Whereas “Routes”, a private sector organization,**
 - is the “world route development forum” for airports and airlines established to promote route and service expansion;
 - desires to involve tourism interests in its annual global and regional meetings;
 - is interested in expanding airport activity and related air services in developing countries.

Therefore, the parties (WTO and Routes) agree to collaborate as follows

- WTO will associate itself with the global and regional Routes meetings and will encourage greater involvement by tourism interests;
- "Routes" will apply for Affiliate membership of WTO and will support the EDTR approach to air service expansion in developing markets;
- Both parties will consider ways and means to initiate an African Routes meeting in the coming 12 months and explore other regions thereafter.

This MOU will be effective on signature and can be terminated by either party at three months notice.

27 September 2004



Dr. Dawid de Villiers
Deputy Secretary-General
World Tourism Organization

World Tourism Organization
Capitán Haya, 42
28020 Madrid,
Spain



Mike Howarth
Managing Director
Routes – The World Route
Development Forum

Routes
113-115 Portland St
Manchester M1 6DW
United Kingdom



THE GEORGE
WASHINGTON
UNIVERSITY
WASHINGTON DC

MEMORANDUM OF UNDERSTANDING

between

The World Tourism Organization

and

**The George Washington University
School of Business
International Institute of Tourism Studies**

MEMORANDUM OF UNDERSTANDING
between
The World Tourism Organization
and
The George Washington University
School of Business
International Institute of Tourism Studies

Considering that The World Tourism Organization (“WTO”), a specialized agency of the United Nations with headquarters in Madrid, Spain is the leading intergovernmental organization in the field of travel and tourism;

Considering that The George Washington University, a federally chartered non-profit institution, through its International Institute of Tourism Studies, located at 600 21st Street, NW, Washington, DC 20052 (“GW”) has provided leadership in tourism research and education for the past 35 years; is an Affiliate Member of the WTO and currently serves as Chairman of the WTO Education Council;

Considering that GW has developed a web site to facilitate information access, collaborative networks and funding opportunities for sustainable tourism named the Development Assistance Network for Tourism Enhancement and Investment (“DANTEI”);

Considering that GW and WTO (together known as “the parties”) wish to formalize a basis on which the parties may explore opportunities for cooperation and collaboration on matters of common interest; and to render their respective activities more effective and beneficial;

Now, therefore, the Parties have agreed to enter into this Memorandum of Understanding (“MOU”) as follows:

Article 1 - Objective

The objective of this MOU is to formalize a non-exclusive framework of cooperation and to facilitate collaboration between the Parties in the promotion of activities and initiatives related to DANTEI. These and other activities and initiatives shall be subject to the respective internal objectives, function, policies and procedures of the parties.

Article 2 – Areas of Cooperation

The Parties agree to make reasonable efforts in the following areas of activity:

- 2.1 (a) Participate in and contribute to efforts to jointly develop and execute DANTEI; (b) WTO to provide a link to the DANTEI web site on its home page; (c) enhance the DANTEI web site through utilization of existing resources and capabilities available to both parties; (d) expand links and tutorials on (i) how to obtain tourism related information on bilateral and multilateral development assistance agencies; (ii) corporate philanthropy and other funding sources; and (iii) tourism related information on bilateral and multilateral development assistance agencies; (e) promote DANTEI as an interactive, searchable data base allowing for development

- assistance cases to be accessed for review or submitted (screened through an administrative function) through the Internet; (f) use DANTEI as a repository for background papers, including papers submitted for the Tourism Policy Forum, 2004 and follow through initiatives; (g) engage in cooperative development of a training course for countries and destinations focused on accessing development assistance funding for tourism projects; and (h) jointly develop a periodic Newsletter on development assistance policies, trends and practices.
- 2.2 The Parties agree to use the following language when announcing their cooperation on the DANTEI web site:
- “The Development Assistance Network for Tourism Enhancement and Investment (**DANTEI**) web site is a cooperative effort between the World Tourism Organization and The George Washington University's International Institute of Tourism Studies (IITS) with support from GW's Center for the Study of Globalization (CSG). It is designed to facilitate global communications that strive to address the tourism-relevant information disconnect between host countries and destinations, donors, government and NGO aid recipients, researchers, investors and development practitioners. Search www.dantei.org to find tourism related information about donor assisted projects, training and education tools, and foreign direct investment. Submit or review case studies of projects reflecting lessons learned and best practices.”
- 2.3 Any activities contemplated by the Parties will be subject to the internal policies and procedures of the respective organization, including those policies for the hiring of staff, consultants and other services.
- 2.4 Other related activities may also be agreed upon between the Parties from time to time, and will be the subject of an Amendment to this MOU.

Article 3 – Obligations of the Parties

- 3.1 **Non-Binding MOU:** With the exception of Sections 3.7, 3.8, 3.9, and 3.10 under Article 3 herein, the Parties expressly acknowledge and agree that this MOU is not legally binding and does not create any legal obligations between the Parties. The Parties further agree that they have no contractual obligations to provide funds for the projects contemplated hereunder. Any financial commitments and other legal obligations that the Parties may in the future agree upon shall be formalized in a detailed, legally binding contract or agreement.
- 3.2 **Good Faith Negotiation:** The Parties will negotiate in good faith their collaborative efforts on mutually acceptable terms. Each Party will bear its own expenses associated with such negotiations.
- 3.3 **Authoritative Version:** This MOU is signed in two original copies in English, one of which will be retained by each Party. The English version of this MOU shall be the authoritative version of this MOU for all purposes. In the event of a conflict between the English version and any translation of this MOU, the English version shall control.

- 3.4 **Public Announcements and Press Releases:** Except as provided in paragraph 2.2 to this MOU, the timing and content of all public announcements and press releases relating to this MOU shall be subject to prior mutual approval of the Parties.
- 3.5 **Use of Name:** This MOU does not grant any license to any individual or party to use the name of any Party to this MOU without written permission of that Party.
- 3.6 **Non-Exclusive Relationship:** The Parties recognize that they may have contacts and relationships globally and nothing in this MOU is intended to affect those contacts or relationships or to imply or create an exclusive relationship between the Parties.
- 3.7 **Use of "DANTEI":** This MOU does not grant any license to any individual or party to use the DANTEI name generally without prior consultation with and written approval of the proprietor of DANTEI, which is GW.
- 3.8 **Intellectual Property:** Except as otherwise provided herein, all contents, materials and tools that are jointly developed by WTO or GW during the course of the Parties' relationship pursuant to this MOU shall be jointly owned and may be used by either Party without duty of accounting. Each Party reserves the right to license or authorize others to use such jointly developed works without further obligation to the other party. However, all contents, materials and tools independently developed solely by WTO, or solely by GW, will be solely owned by that Party which developed it.
- 3.9 **No Agency, Partnership or Joint Venture:** Nothing in this MOU shall be construed to create a relationship between WTO and GW of agency, partnership, or joint venture, nor to render any party liable for the debts or obligations incurred by any other. No participant is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever.
- 3.10 **Confidentiality:** During the course of this MOU, either Party may acquire confidential information or trade secrets of the other ("Confidential Information"). Confidential Information is defined herein as information designated in writing as confidential or information which is disclosed under a circumstance where a reasonable person would understand the information is to be maintained as confidential.

Each Party agrees to keep all such Confidential Information in a secure place, and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for his own benefit or for the benefit of another, either during or after performance of this MOU, any of the Confidential Information, except as may be required by law or this MOU. Upon termination or expiration of this MOU, each Party shall deliver or destroy all Confidential Information produced or acquired during the performance of this MOU and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.

- 3.11 WTO reserves its privileges and immunities as a specialized agency of the United Nations

Article 4 – Entry into Force, Duration, Termination and Amendment

- 4.1 This MOU shall become effective on the date of its signature by authorized representatives of the Parties and will remain in effect unless terminated by either Party with a written notice to the other sent at least 21 days prior to the date of termination. No such termination shall effect contractual obligations already entered into by either Party under this MOU.
- 4.2 This MOU may be amended only by written consent of the Parties hereto.

Article 5 – Channel of Communication and Notice

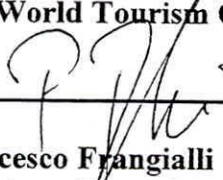
For the purpose of facilitating the implementation of the working arrangements to be established by the Parties of this MOU, the channel of communication for the Parties shall be:

If to WTO
World Tourism Organization
Capitan Haya 42
Madrid 28020,
Spain
Att: Eduardo Fayos Sola
efsola@world-tourism.org
Tel: 34 91 567 8207
Fax: 34 91 571 3733

If to GW:
The George Washington University
International Institute of Tourism Studies
600 21st Street, NW
Washington, DC 20052
Attn: Donald Hawkins
dhawk@gwu.edu
Tel: 1 202 994 7087
Fax: 1 202 994 1630

SIGNATURES:

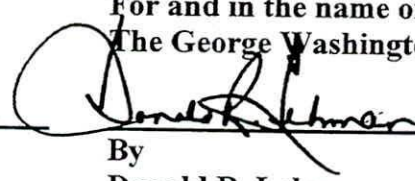
**For and in the name of
The World Tourism Organization**

By 
Francesco Frangialli
Secretary General

Date

19.10.2004.

**For and in the name of
The George Washington University**

By 
Donald R. Lehman
Executive Vice President for Academic
Affairs

Date

19 Oct. 2004



Working Agreement

Travel Industry Association of America & World Tourism Organization

The **World Tourism Organization** (WTO) is the leading international organization in the field of travel and tourism. It serves as a global forum for tourism policy issues and a practical source of tourism know-how and statistics. Through tourism, WTO aims to stimulate economic growth and job creation, provide incentives for protecting the environment and cultural heritage, and promote peace, prosperity and respect for human rights.

The **Travel Industry Association of America** (TIA) is the non-profit association that represents and speaks for the common interests and concerns of all components of the United States travel industry. TIA's mission is to promote and facilitate increased travel to and within the United States. TIA seeks to increase understanding of tourism's impact and the immense importance of tourism to the economic, social and cultural life of the nation.

In recognition of the central and decisive role of WTO as an intergovernmental organization in promoting the development of responsible, sustainable and universally accessible tourism, and

In recognition of the role of TIA in uniting the diverse U.S. travel industry by providing market and economic research, educational forums, communications networks, a common See America brand, industry website and marketing campaign, and government lobbying on issues of common concern, and

In recognition of the common objectives that both organizations share to develop sustainable tourism, create jobs and enhance peace and understanding, and

In recognition of the operational and strategic benefits that will be realized by both organizations in the sharing of information and working more closely together in key functional areas,

Therefore, the World Tourism Organization and the Travel Industry Association of America, an affiliate member of WTO, have determined to enter into a **Working Agreement** to the benefit of both organizations.

The **Working Agreement** commits both organizations to work collaboratively in the areas of **Research, Marketing, Communications, Tourism Awareness and Strategic Planning**.

Both organizations agree to share information on strategic planning, research surveys and reports, marketing initiatives, tourism awareness outreach and communications strategy and procedures.

Both organizations agree to extend complimentary invitations to key executives to attend and participate where appropriate in forums and events sponsored and produced by each organization.

Both organizations agree to make a best-effort to support each other's key initiatives where appropriate and consistent with each organization's mission, strategic plan, priorities, resources and bylaws.

Both organizations agree to include key executives as representatives of each other's organization in appropriate functional membership committees.

- WTO representatives are invited to participate in the TIA Research Committee, TIA See America Marketing Committee and the TIA Communications & Tourism Awareness Committee.
- TIA representatives are invited to participate in the WTO Strategic Group, WTO Business Council, WTO Market Intelligence and Promotion Committee and the WTO Tourism Communications Conference (TOURCOM).
- The Secretary-General of WTO and the President and CEO of TIA agree to make a best effort to meet once each year to review the results of this agreement and discuss changes and new initiatives.

This working agreement will be in force for two years from November 30, 2004 through November 30, 2006 upon the exchange of two signed duplicate copies. It will be non-binding and there will be no financial commitment by either organization. The agreement will be reviewed by the Secretary-General of the World Tourism Organization and the President and Chief Executive Officer of the Travel Industry Association of America by November 30, 2006 and a decision will be made at that time as to whether or not to extend. Either organization may terminate this agreement with 60 days notice.

November 24, 2004



Francesco Frangiali
Secretary-General
World Tourism Organization



William S. Norman
President and Chief Executive Officer
Travel Industry Association of America

Memorandum of Understanding

WTO – World Tourism Organization

SNV – Netherlands Development Organization

The Hague, November 11 2004



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 will focus 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 will target the world's poorest countries, particularly in Africa and developing states in general.

SNV – Netherlands Development Organization is a Dutch development assistance organization focusing on the provision of advisory services to meso-level organizations in developing countries with the broad objectives to improve organizational and institutional capacities, improve local governance and reduce poverty.

SNV – Netherlands Development Organization has a proven track record in working in various developing countries on sustainable tourism activities including the support of the national tourism authorities, local businesses and the elaboration of strategic and operational sustainable tourism development programs.

Purpose

The purpose of this Memorandum of Understanding is to document and substantiate the already existing working relationship between WTO and SNV, as well as to serve as a guideline for expanding the working relationship of the WTO and the SNV, 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. Both organizations are committed to work together on various programs to strengthen the impact of their actions with a final objective to contribute to poverty reduction.

Scope

The MOU includes all activities in which WTO and SNV can achieve mutual synergy and increased effectiveness, with specific reference to activities in the field of sustainable tourism.

Specific references for the entire duration of the MOU are made to the following areas of cooperation:

1. Programmatic operations –

While both organisations will continue to establish their own operations with regard to sustainable tourism in favour of the poor in developing and least developed countries, this MOU underscores the commitment of the organisations to engage into joint action wherever and whenever possible. Special reference is made to the current SNV regional pro poor sustainable tourism activities in West Africa, East Africa, Southern Africa, South – East Asia, The Himalayan region, the Andes / Amazon region as well as the mid-American region. Any planned WTO – ST-EP mission or project in these regions and countries will be communicated in advance to SNV and vice-versa, in order to seek adequate coordination and/or joint actions.

2. Knowledge management and dissemination –

Both organisations 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; joint studies to improve the knowledge base may be undertaken; cross-referencing to each other's relevant publications will be taken on as a matter of compliance; distribution of each other's publications will be explored.

3. Resource mobilisation –

Each organisation depends – to some extent – on resources provided by third parties. As soon as feasible, joint action to mobilise additional resources for joint activities will be planned and undertaken. Specific reference is made here to the ST-EP programme of WTO, to which SNV feels committed.

4. Human resource management –

Both organisations have a professional and qualified set of technical advisors and network of consultants. Where feasible and relevant, each other's advisory capacity will be deployed.

5. Financial management –

This MOU does not include financial commitments between the two organisations, although these could be explored in the future. 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 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 ST-EP programs.

Contact persons

For the purposes of this MoU, the following focal points are designated by each organization:

WTO: Mr. Eugenio Yunis, Chief, Sustainable Development of Tourism Department

SNV: Mr. Marcel Leijzer, Senior Policy Officer Sustainable Tourism

Duration and Termination of the MOU

This MOU becomes effective on the date of signature by both parties. Either 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 both parties will be involved as necessary.

Review of the MOU


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

Signatories

The signing of this MOU implies that the signatories will strive to reach, to the best of their ability, the objectives 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:

Signature:

Name: Francesco Frangialli

Title: Secretary General

Place: The Hague

Date: 11-11-2004

For SNV - Netherlands Development Organisation:

Signature:

Name: Dirk Elsen

Title: Chairman, Board of Directors

Place: The Hague

Date: 11-11-2004

Witness:

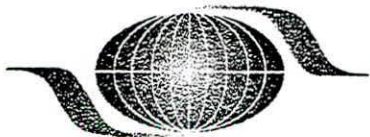
Signature:

Name: Agnes van Ardenne

Title: Minister of Development Cooperation

Place: The Hague

Date: 11-11-2004



ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACIÓN MUNDIAL DEL TURISMO
ВСЕМИРНАЯ ТУРИСТСКАЯ ОРГАНИЗАЦИЯ
منظمة السياحة العالمية

The Secretary-General

SDT/2004

Madrid, 25 November 2004

Mr. Johan van de Gronden
Member, Board of Directors
The Netherlands Development Organization, SNV
Bezuidenhoutseweg, 161
2594 AG The Hague – The Netherlands

**Letter of Agreement between the Netherlands Development Organization and the
World Tourism Organization concerning Funding for
Technical Assistance and Advisory Services on
Sustainable Tourism for Poverty Reduction**

Dear Mr. van de Gronden,

Further to discussions between the World Tourism Organization (“WTO”) and representatives of the Netherlands Development Organization (“SNV”), we are pleased to acknowledge, on behalf of WTO, the intention of SNV to make available to WTO a Grant for the sum of Euro 2 million establishing a Fund in Trust (Regulation 10(3) of WTO’s Financial Regulations) for the financing of advisory services and technical assistance in the field of sustainable tourism development carried out by WTO. The Fund in Trust (“the Fund”) will be named *“Technical Assistance Fund for Sustainable Tourism – Eliminating Poverty”*.

The Fund shall be utilized by WTO to finance activities or projects in favour of the 49 Least Developed Countries and in favour of poor regions of non LDC countries. Priority for SNV Grant shall however be attributed to SNV priority countries, in accordance with SNV regulations (Annex 1. Priority countries), situated in the following regions where SNV carries out operational activities: East Africa, Southern Africa, West Africa, Latin America, Asia and the Balkans. This may also include neighbouring developing countries or regions where SNV operates. SNV Grant shall not be used to cover fixed costs such as facility or staff costs.

The Fund may be used by WTO to co-finance and finance the cost of technical assistance, capacity building and advisory services and to meet the costs of consultants’ travel, fees and subsistence. When possible, WTO will encourage cost-sharing schemes in using the Fund.

The parties (WTO and SNV) agree that the Fund shall have the character of an "Open Trust Fund" by means of which donors others than SNV may make contributions for the purpose of financing technical assistance for sustainable tourism development with the overall objective of reducing poverty.

In addition to making general contributions to the Fund, defined only within its general terms of reference, donors may also earmark contributions for more specific use within the Fund.

The projects to be funded under the Fund shall aim to advance sustainable development of tourism with a particular focus on reducing poverty levels. In this respect, the projects concerned will complement activities to be undertaken under the ST-EP Programme (Sustainable Tourism – Eliminating Poverty) being developed by the World Tourism Organization.

WTO and SNV will jointly agree an annual action plan for activities to be carried through the SNV contribution to the Fund. The agreed annual action plan, which may be adjusted during the mid-year review, will be approved by WTO's and SNV's management. WTO will inform SNV, via facsimile, prior to allocating money from the SNV contribution to the Fund, about the projects or activities that it intends to perform, giving a brief description of the project or activity, its cost estimates and its financial implications for the Fund. Whenever possible, the proposed activities shall be linked to ongoing SNV-WTO activities in the corresponding regions. In case SNV does not inform WTO within 10 working days, via facsimile, of any objection to the proposed projects or activities, WTO will proceed to implement them.

Promptly following confirmation of this letter by you, SNV will deposit the Grant funds into WTO's Bank account number 2131 0004 6353 (IBAN: ES35 0008 0113 213100046353 BIC: ATLAESMM Bank: Banco Sabadell Atlantico Address: Paseo de la Castellana, 135 – 28046 Madrid). When making such a deposit, the SNV will notify WTO's Administration Division of the amount concerned and the form of the transfer (TF no. VC/SNV-NDO/NLD/STEP/04). In addition, SNV will fax to WTO's Administration Division (Fax no.+34 91 567 8223) a copy of its instruction.

The WTO will provide the SNV, within six months after the end of each Financial Year (Regulation 3 of WTO's Financial Regulations), an attestation from WTO's external auditors (Regulation 15 of WTO's Financial Regulations) concerning the efficiency of the financial procedures and administration and the controls used by the WTO in administering the Grant Funds. The cost of such attestation shall be met by WTO.

The SNV contribution to the Fund will be administered by WTO in accordance with the terms of this Letter of Agreement. The Fund will be kept separate and apart from other funds of WTO and ST-EP.

The recruitment of consultants paid from the Fund and the related enforcement of any provisions of any agreement entered into between the WTO and the consultants/third

parties will be the responsibility solely of WTO and will be carried out in accordance with its normal procurement procedures.

WTO will be responsible for the supervision of activities financed from the Fund and will provide SNV with semi-annual progress reports on activities under SNV contribution. WTO will make available to SNV copies of the studies and reports carried out within the framework of projects or activities financed by the Fund.

WTO will exercise the same care and diligence in discharge of the functions described in this letter as it exercises with respect to the administration and management of its own affairs and shall have no further liability to the SNV in respect thereof.

The arrangement covered by this Letter of Agreement shall terminate on December 31st, 2006, or on such date as the SNV contribution to the Fund shall have been fully utilized, whichever comes earlier, unless the SNV and the WTO otherwise agree. Upon termination of this Letter of Agreement, any moneys of SNV held hereunder by WTO and not assigned to projects or activities shall be returned to SNV and WTO's functions shall be considered as terminated unless both parties agree to extend the period of execution of this Fund beyond the termination date.

The overall activities of the Fund under other donor contributions will cease only when all funds received from all the donors have been disbursed.

This Letter of Agreement shall enter into force on the date of the signed confirmation by WTO and SNV below.

The arrangements set forth in this Letter of Agreement may be modified through an exchange of letters between the WTO and the SNV.

The office of the WTO responsible for coordination of all matters related to the implementation of this arrangement is:

Mr. Eugenio Yunis
Chief, Sustainable Development of Tourism Department
World Tourism Organization
Capitan Haya, 42
28020 Madrid – Spain

The officer of the Netherlands Development Organization responsible for coordination of all matters related to the implementation of this arrangement is:

Mr. Marcel Leijzer
Senior Tourism Officer,
The Netherlands Development Organization, SNV
Bezuidenhoutseweg, 161
2594 AG The Hague – The Netherlands

We propose that his letter shall, upon confirmation in the manner indicated above, constitute an agreement between the SNV and the WTO.

Sincerely yours,



Francesco Frangialli

Confirmed and Agreed

By: 

Name: Mr. Johan van de Gronden

Title: Member, Board of Directors, SNV

Date: 30 NOVEMBER, 2004

Asia:

Bhutan, Nepal, Lao-PDR and Vietnam

East and Southern Africa:

Ethiopia, Kenya, Tanzania, Uganda, Rwanda, Mozambique, Zambia and Zimbabwe

West Africa:

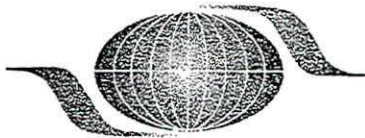
Angola, Cameroon, Benin, Ghana, Guinea Bissau, Burkina Faso, Mali and Niger

Latin America:

Honduras, Nicaragua, Ecuador, Peru and Bolivia

Balkan Region:

Albania



ORGANISATION MONDIALE DU TOURISME
WORLD TOURISM ORGANIZATION
ORGANIZACIÓN MUNDIAL DEL TURISMO
ВСЕМИРНАЯ ТУРИСТСКАЯ ОРГАНИЗАЦИЯ
منظمة السياحة العالمية

February 16, 2005

The Secretary-General

Mr. Johan van de Gronden
Member, Board of Directors,
The Netherlands Development Organization, SNV
Bezuidenhoutseweg, 1612594 AG The Hague
The Netherlands

**Amendment No. 1 to the Administration Agreement between
The Netherlands Development Organization and the World Tourism Organization
Concerning Funding for Technical Assistance and Advisory Services on
Sustainable Tourism for Poverty Reduction**

Dear Mr. Johan van de Gronden:

The purpose of this letter is to amend the Administration Agreement between The Netherlands Development Organization ("SNV") and the World Tourism Organization ("WTO"), dated November 25, 2004, which provides grant funding for Technical Assistance and Advisory Services on Sustainable Tourism for Poverty Reduction.

Pursuant our recent correspondence and discussions, SNV has agreed to provide additional funding for up to an amount of USD 500,000 in year 2005. These additional funds shall be used during **2005 in support of the "Phuket Action Plan" (Annex 1) to assist tourism sector recovery in the** Tsunami affected countries: Sri Lanka, Thailand, Indonesia and Maldives.

Therefore, SNV allows WTO to draw from current funds up to a maximum of 500,000 US\$ in 2005, for technical assistance activities executing the "Phuket Action Plan". At the end of 2005, SNV will replenish the Fund with an equivalent of the amounts drawn for the post-tsunami assistance.

Specific actions to be undertaken with these supplementary financial resources will be within the following three areas:

- Professional training and capacity building in the tourism sector for local populations
- Technical assistance in support of affected small and medium size enterprises
- Marketing and communication programs in support of local tourism recovery

WTO therefore proposes to amend the Administration Agreement including an additional paragraph 4 as follows:

"During 2005, up to USD 500,000 may be used to support the "Phuket Action Plan – Tsunami Relief for the Tourism Sector" in the form of technical assistance. The eligible areas for technical assistance under this additional funds shall be as follows: (i) professional training and capacity building in the tourism sector for local populations (ii) technical assistance in support of affected small and medium size enterprises (iii) marketing and communication programs in support of local tourism recovery. At the end of 2005 SNV will replenish the Fund for the effective amount spent on post-Tsunami programs in Sri Lanka, Thailand, Indonesia and the Maldives."

All other terms of the Administration Agreement of November 25, 2004, shall remain the same.

We propose that this letter, upon your confirmation in the manner indicated below, constitute Amendment No. 1 to the Administration Agreement between SNV and the WTO.

Sincerely,



Francesco Frangialli
Secretary General
World Tourism Organization

Confirmed and agreed:



Mr. Johan van de Gronden
Member, Board of Directors, SNV
Date 24-02-2005

Wednesday 26 January 2005


Mr. Luigi Cabrini
Secretary of the Executive Council
World Tourism Organization
Capitán Haya 42, Madrid 28020
Spain
Fax.34-915713733,
Email: lcabrini@world-tourism.org

Dear Mr. Cabrini,

**Sponsorship Agreement – Emergency Task Force Technical Meeting (31 January 2005);
Emergency Session of WTO Executive Council (1 February 2005); WTO Press Conference (2
February 2005),**

This letter sets out the terms and conditions of an agreement (the “**Sponsorship Agreement**”) between Visa International Service Association (“**Visa**”) and Organizer (as defined below) under which Visa will be a sponsor of the Event (as identified below).

SUMMARY TABLE	
Details of Organizer	Mr. Luigi Cabrini Secretary of the Executive Council World Tourism Organization Capitán Haya 42, Madrid 28020 Spain Tel 34-915678100 Fax.34-915713733, Email: lcabrini@world-tourism.org
Name of Events	Emergency Task Force Technical Meeting (Phuket, 31 January 2005); Emergency Session of WTO Executive Council (Phuket, 1 February 2005); WTO Press Conference (Bangkok, 2 February 2005)
Event Dates	31 January – 2 February 2005
Location	Phuket and Bangkok, Thailand
Category of Sponsor	Official Partner (sole partner international payment brand)
Sponsorship Contribution	Sponsorship Fees: US\$50,000 Contribution In kind: US\$25,000 worth of public relations assistance by Visa nominated agency
Sponsorship Fees Payment Schedule	50% within 30 days of receipt by Visa of Organizer's acceptance of this Sponsorship Agreement 50% upon completion of the Event.
Sponsorship Benefits	As listed in Schedule 1

Visa Marks	VISA  This is a graphical depiction of the mark(s) for reference purposes only. Use of any of the marks must be in accordance with the Usage Guidelines.
Event	World Tourism Organization
Purchase Order (PO) No.	tbd

Yours faithfully,



Paul Dowling, General Manager, Corporate Communications, Visa International Asia Pacific

Accepted and Agreed to by Organizer:



Name, **LUIGI CABRINHA**

Designation **SECRETARY OF THE EXECUTIVE COUNCIL**



SCHEDULE 1 –Sponsorship Benefits

Visa is entitled to the following sponsorship benefits:

- to be the only international payment brand partner/supporter;
- to be given speaking slots on the program for both days;
- to participate in the official news conference with representation on the Q&A panel
- Up to five Visa representatives will be entitled to attend official functions outside the conference including breakout forums, breakfasts, dinners and receptions;
- for all official correspondence associated with the Events, to include the Visa Marks and a message (words "Event Partner") from Visa.

Organizer must ensure that

- the Visa Marks appears on such stationery only in relation to Visa's sponsor status; and
 - the stationery does not expressly state nor imply that Visa endorses, or is associated in any other way with, the Organizer
- Web-related information and delivery channel:
- Organizer to feature the conference on www.wto.org and provide hyperlinks to Visa's Asia Pacific website (www.Visa-Asia.com) from this feature. Hyperlinks to include click-through from a Visa logo (placed on www.wto.org) to www.visa-asia.com in addition to a "Visa Supports Regional Tsunami-Relief Efforts" text hyperlink to http://www.visa-asia.com/newsroom/visaview_tsunami_relief.shtml
 - Organizer to feature Visa's Asia Pacific website address - www.Visa-Asia.com prominently on the program, all official correspondence, and conference backdrop.
 - Organizer to grant Visa the rights to reference and publish conference materials and post-conference reports on www.Visa-Asia.com.
 - Organizer to provide a synopsis (i.e. issues discussed, resolutions) to Visa following the conclusion of the conference. Visa can then publish this summary on www.visa-asia.com as part of its update on tsunami relief and recovery.
 - for all Event staging (Event backdrop, news conference backdrop, lectern, PowerPoint presentations, other signage, etc), to include the Visa Marks.
 - for all Event Materials (including without limitation meeting folders, kits, documents, etc), to carry the Visa Marks. Visa may, upon Organizer's request and at its discretion, provide folders in which all conference papers could be included, and
 - any other generic benefits bestowed by the WTO on partners for its events.
 - external mention by the WTO or its affiliates of Visa's partnership and involvement in the emergency session and associated events or Visa's involvement in wider tourism recovery activities, provided that WTO and its affiliates must first obtain approval in writing from Visa for such external mention.

Schedule 2 – Contribution In Kind

With regard to the public relations components:

Visa's support in terms of media and public relations assistance is for professional fees incurred by Burson Marstellar for US\$25,000. The WTO representative will liaise directly with the Visa representative to coordinate the media and public relations activities.

Visa will supervise and delegate Burson Marstellar to perform the various media and PR-related tasks, and will be billed accordingly for it.

Thus costs for translators, room hire, travel, equipment and all other disbursements not assigned by Visa, would have to be paid for by the WTO.

SPONSORSHIP AGREEMENT - TERMS AND CONDITIONS

1. APPOINTMENT AS SPONSOR

1.1 Sponsor

- (a) Subject to clause 1.2 and in consideration of the payment by Visa to Organizer of the Sponsorship Fee and Visa providing the Contribution In Kind, Organizer:
 - (i) appoints Visa as the sole sponsor of the Events in the category of Consumer Payment Services and Products with the Official Designation; and
 - (ii) agrees to provide to Visa the benefits, and to perform the obligations, as set out in the Sponsorship Benefits.
- (b) Organizer has not granted and will not grant to any party other than Visa, directly or indirectly, sponsorship, promotional, display, exhibition or advertising rights or opportunities of any kind in any sponsorship category in connection with the Events or at the Event Venues.
- (c) If the Events include an exhibition, the following paragraph applies:

Organizer will ensure that exhibitors will not allow any direct or indirect "ambush" marketing (including without limitation, banners, buntings, point of sale materials, flyers and promotions) by a Visa Competitor at the Event Venues.

1.2 Bank Sponsorship

Notwithstanding clause 1.1, Visa acknowledges that Organizer has the right to appoint a Bank Sponsor for the Events. Organizer agrees that the rights given to any Bank Sponsor:

- (a) will not include rights to promote the provision of Consumer Payment Services and Products; and
- (b) will not conflict or act to the detriment of the sponsorship rights granted to Visa under this Sponsorship Agreement.

1.3 Third Parties

Organizer shall use its best endeavors in its dealings with third parties (if any) involved in the organization, staging and promotion of the Events to ensure that the sponsorship benefits provided to Visa under this Sponsorship Agreement are not prejudiced.

1.4 Material Breach Diluting Sponsorship Benefits

Without prejudice to Visa's right of termination under clause 5, if Organizer commits a material breach of this Sponsorship Agreement and fails to remedy such breach within 10 Business Days (or such shorter time as may be reasonably appropriate in the circumstances) of receipt of a notice in writing from Visa to remedy such breach, Visa shall be entitled to:

- (a) withhold payment of the Sponsorship Fee or any part of the Sponsorship Fee not yet paid until such breach is rectified; or
- (b) receive compensation for loss suffered as a result of such breach.

For the purposes of this clause, a "material breach" shall be deemed to include any act or omission of Organizer that lessens the value of the sponsorship benefits to Visa under this Sponsorship Agreement.

2. ADVERTISING AND PROMOTION

2.1 Contribution in Kind

Where Visa is providing Contribution In Kind, Visa may modify or replace the type of marketing-in-kind activities with other activities of reasonably equivalent value at its discretion.

2.2 Licensing of Visa Marks

Subject to clause 2.2, Visa grants to Organizer a non-exclusive, non-transferable, royalty-free license to use the Visa Marks on Event Materials as necessary to fulfil its obligations under this Sponsorship Agreement.

2.3 Quality Standards and Approvals Regarding Visa Marks

In conducting any advertising or promotional activity (whether in relation to the Events or otherwise) and in producing all Event Materials, Organizer agrees that the nature and quality of materials produced must conform to standards set by, and be under the approval of, Visa and, accordingly, Organizer agrees to:

- (a) co-operate with Visa in maintaining such nature and quality;
- (b) use the Visa Marks only with Visa's prior written approval of all aspects of that advertising or promotional activity or of those Event Materials; and
- (c) use the Visa Marks only in the form and manner and with appropriate legends as prescribed from time to time by Visa in Visa's usage guidelines as communicated by Visa.

- 2.4 Organizer must provide to Visa samples of any proposed material containing any Visa Mark at least 10 Business Days before its proposed use. Visa may not unreasonably withhold or delay its approval. Failure of Visa to communicate its approval or disapproval of such samples within 5 Business Days after receipt of such samples shall be understood by the parties as approval.

2.5 Visa's Rights

Organizer acknowledges and agrees that:

- (a) the Visa Marks are the property of Visa and that they are valid and will not do anything inconsistent with Visa's ownership or, or right in, the Visa Marks;
- (b) all use of the Visa Marks by Organizer will inure to the benefit of, and be on behalf of, Visa;
- (c) it has no claim to any Visa Mark, except as explicitly set out in this Sponsorship Agreement;
- (d) it shall not, under any circumstances, seek to register any trademark, business name, company name or domain name using or incorporating any Visa Mark; and
- (e) upon conclusion of the final Event, it shall have no further rights whatsoever in connection with the Visa Marks.

3. WARRANTIES AND INDEMNITIES

3.1 Warranties

Each of Organizer and Visa warrants and represents that:

- (a) it has the power and authority to grant the right and perform the obligations to which it commits under this Sponsorship Agreement;
- (b) the execution of this Sponsorship Agreement by the person representing it shall be sufficient to render this Sponsorship Agreement binding upon it;
- (c) neither its performance under this Sponsorship Agreement nor the granting of rights by the warranting party to the other party under this Sponsorship Agreement shall violate any applicable laws or regulations or the terms of any other agreement to which the warranty party is or becomes a party; and
- (d) its trademarks, logos and other marks do not infringe the intellectual property rights of any third party in the jurisdiction in which the Events are held.

Each party is responsible for ensuring that its performance and the exercise of rights granted to that party does not constitute any violation of applicable laws. The approval of Event Materials by Visa shall not relieve Organizer of its responsibilities under this clause.

3.2 Indemnity by Visa

Without limitation of any other provision of this Sponsorship Agreement, Visa shall indemnify, defend and hold harmless Organizer and its employees, attorneys, agents, successors and assigns from any and all loss, cost, damage, or expense including reasonable attorneys' fees and costs of suit, arising from any claim, action, government procedure, or suit directly arising out of:

- (a) Visa's performance or non-performance under the terms of this Sponsorship Agreement; or
- (b) Organizer's use of the Visa Marks as authorized by Visa under this Sponsorship Agreement, but only to the extent that such claim, action, governmental procedure or suit relates to the grant of the right to Organizer to use the Visa Marks,

provided that such action, claim, or suit is promptly turned over to Visa or its counsel for defense (with Organizer's co-operation), and such claim, action, or suit does not result directly from Organizer's negligence or willful misconduct or breach of any provision of this Sponsorship Agreement.

3.3 Indemnity by Organizer

Without limitation of any other provision of this Sponsorship Agreement, Organizer shall indemnify, defend and hold harmless Visa and its employees, attorneys, agents, successors and assigns from any and all loss, cost or expense including reasonable attorneys' fees and costs of suit, arising from any claim, action, government procedure, or suit directly arising out of:

- (a) Organizer's performance or non-performance under the terms of this Sponsorship Agreement;
- (b) Organizer's unauthorized use of the Visa Marks or of any other trademark, trade name, service mark, slogan or copyright of Visa; or

- (c) any act, or omission or misrepresentation by Organizer, its employees, representatives, agents or sub-contractors.

3.4 Limitation of Liability

Neither party will be liable to the other party for any consequential loss (which, for the avoidance of doubt, shall include but is not limited to loss of profits, loss of income or business opportunities).

4. CONFIDENTIALITY AND PUBLICITY

4.1 Confidentiality

Organizer and Visa agree that, except as required by law or to give effect to any term of this Sponsorship Agreement or to obtain professional advice, they shall keep entirely secret and confidential:

- (a) the terms of this Sponsorship Agreement; and
- (b) all information of a secret, confidential or proprietary nature concerning the business or affairs (including the arrangements and/or the financial value of the sponsorship) of the other party and which is not otherwise in the public domain and that may come into their knowledge or possession as a result of communications between the parties or performance under this Sponsorship Agreement.

4.2 Publicity

Organizer and Visa shall consult with one another concerning the form and substance of any press release or other public disclosure of the matters covered by this Sponsorship Agreement.

5. TERMINATION

5.1 Events of Default

If either party (the "Defaulting Party"):

- (a) commits a breach of this Sponsorship Agreement having an adverse effect on the benefit of this Sponsorship Agreement to the other party (the "Non-Defaulting Party") (and, where the breach is capable of remedy, fails to remedy such breach within 10 Business Days of receipt of a notice in writing from the Non-Defaulting Party requiring such breach to be remedied);
- (b) becomes insolvent or is made subject to an application for winding up or resolves to wind up voluntarily (other than for the purposes of a solvent reconstruction), or has a receiver (or similar functionary) appointed in respect of any of its assets, or ceases to carry on business or enters into a composition or arrangement with its creditors generally;
- (c) fails to continue its relevant business activities and does not remedy such failure within a 30 day notice period; or
- (d) commits acts or through its behavior brings the Defaulting Party into disrepute, scandal or ridicule such that the value of the Non-Defaulting Party's rights under this Sponsorship Agreement are substantially reduced,

the Non-Defaulting Party may terminate this Sponsorship Agreement by giving written notice of termination to the Defaulting Party.

5.2 Rights Accrued Prior to Termination

- (a) Subject to the remainder of this clause, termination of this Sponsorship Agreement shall not relieve a party of liability to the other party in

respect of the rights or remedies of the other party that have accrued prior to the termination.

- (b) If this Sponsorship Agreement is terminated due to Visa's breach, Organizer shall have no obligation to make any refunds to Visa of the Sponsorship Fee already paid.
- (c) If this Sponsorship Agreement is terminated due to Organizer's breach prior to any of the Events having been held:
 - (i) to the extent that Visa has not paid the Sponsorship Fee in full, Visa shall have no obligation to make any further payment of the Sponsorship Fee to Organizer; and
 - (ii) to the extent that Visa has paid all or any part of the Sponsorship Fee to Organizer, Organizer shall make a full refund of that payment to Visa within 10 Business Days of receipt of written demand for such refund being made by Visa to Organizer.
- (d) The parties' obligations under clause 2 and this clause 5 shall survive any termination or expiration of this Sponsorship Agreement.

5.3 Effect on Use of Visa Marks

Upon expiration or earlier termination of this Sponsorship Agreement, Organizer agrees:

- (a) to immediately discontinue all further use of the Visa Marks or any colorable imitation of the Visa Marks; and
- (b) that all rights in the Visa Marks and the goodwill connected with the Visa Marks will remain the property of Visa.

6. NOTICES

6.1 Addresses for Notices

Any notice or other communication including, but not limitation to, any request, demand, consent or approval, to or by a party to this Sponsorship Agreement:

- (a) must be in legible writing and in English addressed to the addresses as indicated below:

if to Visa:

30 Raffles Place
#10-00 Caltex House
Singapore 048622
Attention: Regional General Counsel

if to Organizer: to the address stated in the summary table,

or as specified to the sender by any party by notice;

- (b) must be duly authorized by the party;
- (c) is regarded as being given by the sender and received by the addressee:
 - (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, 3 Business Days from and including the date of postage; or
 - (iii) if by facsimile transmission, whether or not legibly received, when transmitted to/received by the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is regarded as received at 9.00 a.m. on the following Business Day; and

- (d) can be relied upon by the address and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorized by the sender.

6.2 Facsimiles

A facsimile transmission is regarded as legible unless the addressee telephones the sender within 5 hours after transmission is received or regarded as received under clause 6.1 and informs the sender that it is not legible.

7. OTHER TERMS

7.1 No Transfer or Assignment

Organizer must not transfer or assign any rights or responsibilities arising under this Agreement without the written consent of Visa.

7.2 Relationship of Parties .

This Sponsorship Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Visa and Organizer. Neither party shall have by virtue of this Sponsorship Agreement the authority to oblige or bind the other party to any third party in any manner whatsoever.

7.3 Variation or Amendment in Writing

No variation of, or amendment to, this Sponsorship Agreement shall be effective unless in writing signed by the duly authorized representative of the parties.

7.4 Entire Agreement

This Sponsorship Agreement consists of the Visa Terms and Conditions and the terms of the letter from Visa to which the Visa Terms and Conditions are attached. This Sponsorship Agreement constitutes the entire agreement between the parties with respect to the matters dealt with in it. This Sponsorship Agreement supersedes all or any prior oral or written understanding, representations or commitments of any kind express or implied.

7.5 Governing Law

This Sponsorship Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Events are held.

7.6 Severability

If any term or provision of this Sponsorship Agreement shall be declared invalid or unenforceable or in breach of any law, the validity of the remainder of this Sponsorship Agreement shall not be affected and shall remain in force and effect as if this Sponsorship Agreement had been executed with such invalid term or provision eliminated.

7.7 Suspension Events

The parties mutually agree that upon the occurrence of any of the following events or circumstances ("Suspension Events"), the parties agree that all obligations will be suspended until both parties mutually agree on the appropriate way of proceeding with the obligations under this Sponsorship Agreement.

Suspension Events: natural calamity, fire, flood, strike, disease, labor condition, industrial action of any kind, riot, act or threatened act of terrorism or unlawful act, social disorder, Act of God, disease, any cause or event arising out of or attributable to war, or any other cause or event (whether of a similar or dissimilar nature) outside the control of the parties

8. DEFINITIONS AND INTERPRETATION

8.1 Definitions

In this Sponsorship Agreement, including the recitals, unless the context otherwise requires, the following terms will have the following meanings:

"Bank Sponsor" means a financial institution, which may or may not be a member of Visa, to which Organizer has or may grant sponsorship rights for the Events.

"Business Day" means a day other than a Saturday, Sunday or public holiday in the place where the Events are to be held.

"Contribution In Kind" means the contribution in kind set out in Schedule 2.

"Consumer Payment Services and Products" means credit and charge (including consumer, corporate, business, and purchasing) cards, debit cards (on-line and off-line), electronic funds transfer at point of sale cards, automatic teller machine cards, stored value cards (including general and single purpose cards), travellers cheques (paper and electronic), electronic payment products and services, and any on-line or "virtual" versions of any of the foregoing.

"Events" means the events described in the Summary Table and **"Event"** means each or any of them.

"Event Materials" means all materials produced by Organizer in connection with the Events and which are used, displayed, distributed or disseminated prior to and during the Events.

"Event Venue" means the relevant exhibition or conference areas in the designated venue at which the Events are held, and includes not only the official exhibition or conference areas but also the immediate vicinity and surrounding areas.

"Sponsorship Contribution" means the Sponsorship Fee and the Contribution In Kind.

"Sponsorship Fee" means the sponsorship fee referred to in the Summary Table.

"Term" means the term of this Sponsorship Agreement, being a period commencing on the date it has been signed by both parties and ending at the conclusion of the final Event.

"Usage Guidelines" means the material supplied by Visa to Organizer setting out the details of the manner in which the Visa Marks must be reproduced (including without limitation size, color, font and other characteristics).

"Visa Marks" means Visa's brands, marks, logos and emblems set out in the summary or as otherwise confirmed by Visa.

"Visa Competitor" means the entities known as American Express International, MasterCard International, Diners Club International and Japan Credit Bureau (JCB).

"Visa Consumer Payment Services and Products" means the Consumer Payment Services and Products provided by Visa to the public.