

[MODEL]

AGREEMENT BETWEEN

THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL DIVERSITY
ADMINISTERED BY THE UNITED NATIONS ENVIRONMENT PROGRAMME

AND

THE GOVERNMENT OF [NAME OF STATE]

REGARDING [NAME OF MEETING]

WHEREAS the Secretariat of the Convention on Biological Diversity (hereinafter referred to as “SCBD”), administered by the United Nations Environment Programme (hereinafter referred to as “UNEP”), has accepted the invitation of the Government of [State] (hereinafter referred to as “**the Government**”) to hold the [Name of Meeting] (hereinafter referred to as “**the Meeting**”).

NOW THEREFORE, SCBD and the Government (collectively, “**the Parties**”) have agreed as follows:

Date and place of the Meeting

1. The Meeting shall be held in [Name of City] from [dates].

Attendance at the Meeting

2. The participants of the Meeting (hereinafter referred to as “**the Participants**”) shall be invited by the Executive Secretary of SCBD, and shall include:

- (a) Representatives of Member States of the United Nations and of its specialized and related agencies;
- (b) Representatives of the United Nations, its intergovernmental organs, and its specialized and related agencies;
- (c) Selected experts [in...] [or] Members of selected non-governmental and other intergovernmental organizations;
- (d) Officials and experts on mission working for the SCBD; and
- (e) Other persons and/or organizations invited by SCBD, including but not limited to those who have standing invitation from SCBD to participate in conferences as observers.

3. In addition, the Executive Secretary of SCBD shall designate staff/officials to service the Meeting (“**SCBD designated staff or officials**”).

4. The public sessions of the Meeting shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.

Premises, equipment, utilities and supplies

5. The Government shall provide, at its own expense, the necessary premises, including conference

rooms, office space, and related facilities as specified in Annex A to this Agreement (“**the Premises**”). The Government shall, at its own expense, furnish, equip and maintain in good repair the Premises for the effective conduct of the Meeting. The conference rooms shall be equipped with WIFI, and for reciprocal simultaneous interpretation between [number] languages. The conference rooms shall have facilities for sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The Premises shall remain at the disposal of SCBD 24 hours a day, from a minimum of one day prior to the Meeting until a minimum of one day after its closing. The specifics in Annex A may be modified no later than 7 days before the Meeting, as agreed in writing between the Parties, considering factors such as the number of Participants.

6. The Government shall provide on the Premises, a business centre equipped as provided in Annex A, as well as appropriate eating facilities, for the use of Participants on a commercial basis. The Government, in consultation with the Secretariat, will make efforts to ensure access during the Meeting to a closed circuit TV system (CCTV) and webcast service that will provide live and on-demand services for the activities underway in Plenary and Working Group rooms, as well as in the Press Conference Centre.

7. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the Premises shall be deemed to constitute premises of the United Nations in the sense of Article II, Section 3, of the Convention, and access thereto shall be subject to SCBD’s authority and control. The Premises, including any information and communications facilities located thereon, shall be inviolable for the whole period during which the Premises are at the SCBD’s disposal.

8. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the staff of the Secretariat and communications by internet, telephone or fax with SCBD Headquarters. The Government is encouraged to make arrangements, at its own expense, for hospitality including refreshments during breaks as specified in Annex A during the period of the Meeting, for Participants.

9. The Government shall bear the cost of transport and related insurance charges, between the seat of the Secretariat in Montreal, Canada and the meeting venue, of all Secretariat equipment, promotional material and supplies required for the adequate functioning of the Meeting. The Secretariat shall determine the mode of shipment of such equipment and supplies bearing in mind the needs of the Meeting as well as the need to economize. The Government shall designate, as soon as possible, a focal point person to accept, safely store and re-ship such equipment and supplies.

Accommodation

10. The Government shall offer information on adequate accommodations in hotels at a reasonable proximity to the Premises and at reasonable commercial rates for SCBD to make available to Participants.

Medical facilities

11. The Government shall provide, within the Premises, medical facilities for emergency first aid appropriate for the number of Participants and SCBD designated staff or officials. The Government shall ensure immediate transportation and admission to hospitals in case of serious emergencies.

Transport

12. The Government shall provide information on the availability of transport, as well as location of medical centres and emergency numbers for SCBD to make available to Participants. [*Alternatively, re the first phrase, and if appropriate:* The Government shall provide transport between the international airport,

the Premises, and the principal hotels for the Participants.]

Police protection

13. The Government shall furnish at its own expense such police protection as may be required to ensure the efficient functioning of the Meeting in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer to be provided by the Government, this officer shall work in close cooperation with a designated official of SCBD.

14. Security arrangements provided through such police services shall satisfy the United Nations Enhanced Minimum Operating Security Standards as applicable in the [State]. A separate agreement on security arrangements shall be prepared, on the basis of the standard conditions provided by the United Nations Department of Safety and Security, agreed upon and incorporated into this Agreement as Annex D.

Local personnel

15. The Government shall appoint a liaison officer who shall be responsible, in consultation with SCBD, for making and carrying out the administrative, communications, personnel and logistical arrangements for the Meeting and related events as required under this Agreement. The liaison officer shall lead a coordination team consisting of personnel provided by the Government, who shall work closely with SCBD designated staff or officials.

16. The Government, at its own expense, shall provide local support personnel necessary for the effective functioning of the Meeting, who shall be placed under the supervision of the SCBD designated staff or officials. The exact requirements in this respect shall be stipulated in Annex A. Some of the personnel shall be available at least [...] days before the opening of the Meeting and until [...] days after its closing, as required by SCBD. The exact local support personnel requirements are specified in Annex C.

17. The Government shall also appoint a Press/media Officer who will liaise with the Secretariat's Press/Media Officer on relevant issues, such as establishing the media facilities and coordinating the media needs of the Meetings, as outlined in Annex E. The full names and coordinates of the designated Liaison Officer and Press/Media Officer shall be provided to the Secretariat upon their designation, well prior to the opening of the Meetings.

Financial arrangements

18. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 31/140, section I, paragraph 5, bear the actual additional costs directly or indirectly involved in holding the Meeting in [host State] rather than at [SCBD-HQ]. Such costs, which are provisionally estimated at approximately \$US xxx [amount in words], and outlined in detail in Annex B shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of SCBD members (including designated officials), for the Meeting and for a planning mission. [*to be negotiated*: and the actual costs of travel and subsistence payments of Participants who are representatives of Member States that are developing countries]. SCBD shall make the arrangements for the travel of SCBD members in accordance with the UN Staff Regulations and Rules and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.

19. The Government shall, not later than [date], deposit to the credit of the [SCBD Trust Fund

Account] the sum of \$US xxx [amount in words], representing the total estimated costs referred to in paragraph 18. If necessary, the Government shall make further advances as requested by SCBD so that the latter shall not at any time have to finance temporarily from its cash resources the extra costs that are the Government's responsibility. The Government's deposit and any advances shall be used only to pay the obligations of SCBD in respect of the Meeting. The deposit and the advances required above shall be paid to the credit of the:

UNEP Account No. xxx-xxxxxx
J.P. Morgan Chase
International Agencies Banking Division
270 Park Avenue, 43rd floor
New York, N.Y. 10017
U.S.A.

20. Within three months after the Meeting, SCBD shall give the Government a detailed set of accounts showing the actual additional costs incurred by SCBD and to be borne by the Government pursuant to paragraph 18. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. UNEP, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances required by paragraph 19. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts.

21. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by SCBD and the Government.

Liability

22. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations, SCBD or its staff arising out of:

- (a) Injury to persons or damage to or loss of property in the Premises;
- (b) Injury to persons or damage to or loss of property caused by, or incurred in using, any transport services that are provided for the Meeting by or under the control of the Government; and
- (c) The employment for the Meeting of the personnel provided by the Government under paragraphs 15 and 16.

23. The Government shall indemnify and hold harmless the United Nations, SCBD and any of its staff members in respect of any such action, claim or other demand, except where the Government and the SCBD agree that such action, claim or other demand arises from the gross negligence or wilful misconduct of SCBD designated staff or officials.

Privileges and immunities

24. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the Meeting. In particular,

- (a) Representatives of States shall enjoy the privileges and immunities provided under Article IV of the Convention;
- (b) Officials of the United Nations, including SCBD, participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under Articles V and VII of the Convention; and
- (c) All other Participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention.

25. The Representatives of the specialized and related agencies of the United Nations shall, as appropriate, enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947, or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959.

26. Without prejudice to the preceding paragraphs, all Participants shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting.

27. Personnel provided for the Meeting by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting.

Right of entry and exit

28. All Participants and SCBD designated staff or officials shall have the right of unimpeded entry into and exit from the [host State]. Visas, entry and exit permits, where required, shall be granted free of charge and as speedily as possible. When related applications are made four weeks before the opening of the Meeting, visas shall be granted not later than two weeks before the date of the Meeting's opening. If related applications are made less than four weeks before the opening of the Meeting, the visa shall be granted as speedily as possible, and not later than three days before the Meeting's opening.

29. The Government shall provide a letter to support visa and permit applications for all Participants and SCBD designated officials. The Government shall also make arrangements to ensure that visas and/or permits for the Meeting's duration are delivered to Participants and SCBD designated staff or officials prior to their arrival.

Import and export

30. Pursuant to Article 2, Section 7 of the Convention on the Privileges and Immunities of the United Nations, the Government shall allow, free of prohibitions and restrictions, the temporary importation and exportation of all documents, publications, and equipment, including technical equipment accompanying representatives of information media. The Government shall waive any import or other duties and taxes on equipment and supplies required for the Meeting, and shall issue without delay any necessary import and export permits for this purpose. The Government shall also provide storage facilities, within the meeting venue, for representatives who may wish to import promotional materials and publications.

31. All persons referred to in paragraphs 2 to 4, shall have the right to take out of the [host State] at the time of their departure, without any restriction, any unexpended portions of the funds they brought into the [host State] in connection with the Meeting.

High-level segment

32. The Government also undertakes to arrange for the participation in the high-level segment of a minister or a senior official from a number of developing countries Party to the Convention listed in Annex G. Subject to, and to the extent of, the transfer of funds by the Government, or from other donors for this specific purpose, the Secretariat shall organize, in accordance with the United Nations Regulations and Rules, the issuance of air tickets and payment of daily subsistence allowances for participants to the high-level segment, based on the list of sponsored participants provided by the Government in Annex G.

33. The Government, in consultation with the Secretariat, will organize the high-level segment of the meetings of the Conference of the Parties to the Convention on Biological Diversity and the Protocols, and will ensure adequate funding for participation of delegates from least developed countries and small island developing States.

Minimizing the environmental impacts of Meeting

34. The Government shall do its utmost to minimize and offset the negative impact of the Meeting on the environment, in particular on biodiversity and its components, while raising awareness of delegates, contractors, staff and other partners about good practices. Sound environmental considerations should be borne in mind during all aspects of the Meeting preparation and organization: venue selection and construction, procurement, registration, catering, transportation, exhibitions, waste, accommodation, etc.

35. In line with the United Nations strategy for achieving climate neutrality, particular emphasis should be given to first minimizing and then offsetting greenhouse gas emissions associated with the Meeting.

Settlement of disputes

36. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and the Convention on the Privileges and Immunities of Specialized Agencies of 21 November 1947 shall apply in respect of the Meeting.

37. Any dispute concerning the interpretation or the application of this Agreement, except for a dispute subject to Section 30 of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not so settled shall be submitted at the request of a Party for a final decision to a tribunal of three arbitrators, one who shall be appointed by the Secretary-General of the United Nations; one by the Government; and the third, who shall be the Chairman, by the other two arbitrators.

38. If one Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint a Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of a Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on all of them.

Final provisions

39. This Agreement may be modified by written agreement of the Parties. Any relevant matter for which

no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

40. All Annexes referred to in this Agreement constitute a part of this Agreement.

41. This Agreement shall become effective immediately upon the last signature of the Parties, and shall remain effective for the duration of the Meeting and until all obligations under the Agreement are fulfilled.

IN WITNESS WHEREOF, the undersigned duly authorized by the respective Parties, have signed this Agreement.

DONE in two originals in the English language.

ANNEX A: List of Meeting Services, Equipment and Utilities Requirements

ANNEX B: Financial Arrangements: Preliminary Cost Estimates

ANNEX C: Local support personnel requirements

ANNEX D: Security Arrangements

ANNEX E: Media facilities and operations

ANNEX F: Cost comparison, including direct and indirect costs for SCBD/UNEP, between holding the Meeting in the host country and holding it [at SCBD HQ]

ANNEX G: Parties for whom participation in the high-level segment is funded by the host Government

Signed:

For the Secretariat of the Convention on
Biological Diversity

For the Government

(Signature)

(Signature)

[Name]
Executive Secretary

[Name]
[Title]

Date _____

Date _____