

DRAFT

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE [STATE]

AND

**THE SECRETARIAT OF THE CONVENTION ON BIOLOGICAL
DIVERSITY**

REGARDING THE HOSTING OF

[NAME OF MEETING]

WHEREAS the Government of the [State] (hereinafter referred to as “the Government”) has, through correspondence dated [date] submitted its offer to host the [name of meeting] (hereinafter referred to as “the Meeting”),

The Secretariat of the Convention on Biological Diversity (hereinafter referred to as “the Secretariat”) and the Government agree as follows:

Article I
Date and Place of the Meeting

1. The Meeting shall be held in the city of [xxxx], [country], from [date] to [date].

Article II
Attendance at the Meeting

2. In accordance with the relevant provisions of the rules of procedure the, the Meeting shall be open to participation by representatives or observers of the following bodies and to the following persons, respectively:

- (a) Parties to the Convention and observer States;
- (b) Organizations that have received standing invitations from the United Nations General Assembly to participate in conferences in the capacity of observers;
- (c) Specialized and other related agencies of the United Nations;
- (d) Intergovernmental organs of the United Nations;
- (e) Other intergovernmental organizations;
- (f) Non-governmental organizations;
- (g) Officials of the Secretariat of the Convention on Biological Diversity;
- (h) Other persons invited by the Secretariat.

3. The Executive Secretary of the Convention on Biological Diversity shall designate the officials of the United Nations, and experts on mission on behalf of the United Nations, assigned to attend the Meeting for the purpose of servicing them.

4. The sessions of the Meeting that are not restricted to the Parties to the Convention on Biological Diversity shall be open to representatives of information media accredited by the United Nations at its discretion, in consultation with the Government, unless the Parties decides otherwise according to rule 29 of the rules of procedure for meetings of the Conference of the Parties.

Article III
Premises, equipment, utilities and supplies

5. The Government shall facilitate the provision of the necessary premises, including meeting rooms, offices and storage space, delegates’ and participants’ lounges, working and exhibition

areas, adequate space for registration and document distribution, and other related facilities, as specified in Annex A. The Government shall also facilitate that all the premises are furnished, equipped and maintained in good repair in a manner that the Secretariat considers adequate for the effective conduct of the Meeting. The meeting room for the Plenary shall be equipped for reciprocal simultaneous interpretation between the six UN languages of the Meeting and shall have facilities for sound recording in both English and from the floor. The furnished and equipped premises as described in the agreement and its annexes, shall remain at the disposal of the Secretariat twenty-four hours a day from at least four (4) days prior to the official opening of the Meeting, and until a maximum of one (1) day after the closure of the Meeting.

6. The Government shall facilitate that the following services are provided within the venue of the Meeting: Currency Exchange, ATM, an internet café, as well as catering facilities sufficient for the number of delegates and conference staff. In addition, a business centre shall also be made available within the venue of the Meeting, for the use of delegations to the Meeting on a commercial basis.

7. The Government shall bear the cost of utility services incurred as a result of especially water and electricity consumption at the venue of the Meeting. Arrangements shall also be made to cover the cost of local and international communications of the Secretariat by telephone, by cellular telephone, facsimile and/or electronic mail, when such communications are authorized by, or on behalf of, the Executive Secretary of the Convention on Biological Diversity.

8. Arrangements shall be made to cover the cost of transport, custom duty and insurance charges between the seat of the Secretariat in Montreal, Canada and the venue of the Meeting, of all Secretariat equipment, promotional material and supplies required for the adequate functioning of the Meeting. The Secretariat shall be consulted to decide the mode of shipment of such equipment and supplies bearing in mind the needs of the Meeting as well as the need to making the arrangements in the most efficient and economical way. A focal point person to accept, safely store and re-ship such equipment and supplies shall be designated as soon as possible.

9. The Government shall facilitate and expedite customs clearance and entry of materials, supplies, etc. from the Secretariat to the venue. The Government shall also ensure that adequate storage space within the venue of the Meeting is made available to participants who wish to ship their promotional material and publications for distribution during the Meeting.

Article IV Accommodation

10. The Government shall ensure that adequate accommodation in hotels or residences close to the meeting venue, or with easy access by public transportation, is available at reasonable commercial rates for persons participating in or attending the meeting. Accommodation for the Secretariat staff servicing the Meeting should be available in the immediate vicinity of the meeting venue. A list of recommended hotels should be provided to the Secretariat staff at least 120 days prior to the Meeting.

Article V Transport

11. The Government shall ensure the availability of transport between the airport, the principal hotels and the Meeting venue for all Participants attending the Meeting.

12. The Government shall provide a car with driver for the official use by the Executive Secretary of the Convention on Biological Diversity, and a mini bus¹ with driver for use by staff members of the Secretariat and any other officials assigned to attend the Meeting as designated by the Executive Secretary, for Airport Transfer and hotel transfer during the Meeting.

Article VI Medical Facilities

13. The Government shall provide within the Meeting venue medical facilities, with a doctor and a nurse, adequate for provision of first aid services. The medical staff should be fluent in English. In the case of serious emergencies, the Government shall make the necessary arrangements in order to ensure and facilitate immediate transportation and admission to a hospital.

Article VII Police Protection

14. The Government shall furnish such police/security protection as may be required to ensure the effective functioning of the Meeting in an atmosphere of security and tranquility free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer, who shall be fluent in English, shall work in close co-operation with the United Nations Department of Safety and Security (UNDSS) and an official designated by the Executive Secretary of the Convention on Biological Diversity.

Article VIII Security arrangements

15. In order that the Meeting venue may be deemed to constitute premises of the United Nations in the meaning of section 3 of the 1946 Convention on Privileges and Immunities of the United Nations, a site inspection will be conducted by UNDSS to determine the needed equipment and the number of UNDSS officers required to service the Meeting. The details of these security requirements, which will allow for the Meeting venue to be considered extra-territorial, shall be specified and agreed at least two months prior to the opening of the Meeting. The security agreement will include the provisional estimated financial resource requirements necessary to meet the total cost of the identified security requirements. The financial resource requirements will be in addition to the financial arrangements provided for in Article XI of the present Agreement. The security agreement will form part of the present Agreement, as Annex B

Article IX Local support

(a) Liaison Officer

¹ The SCBD staff will require airport-hotel-airport transfer as well as hotel-venue-hotel transfer.

16. The Government shall appoint, as soon as possible and at its own cost, a Liaison Officer, fluent in English, who shall be the focal person responsible, in consultation and cooperation with the Secretariat, for making and carrying out the administrative, logistics and personnel arrangements for the Meeting as required under this Agreement. The full name and coordinates of the designated Liaison Officer shall be provided to the Secretariat, as soon as possible but not later than ten (10) months prior to the opening of the Meeting.

(b) Local personnel

17. The Government shall arrange for the provision of adequate number of local support staff, based on job descriptions and relevant details to be supplied in due course by the Secretariat, including: clerks, personnel for the reproduction and distribution of documents, personnel to assist with registration of participants, technicians, room attendants, cleaners and workers required for the proper functioning of the Meeting, as well as drivers for the vehicles referred to in Article V above. The exact requirements of the local support staff are specified in Annex C. Certain local personnel shall be available at least three days prior to the opening of the Meeting and until a maximum of two days after the closure of the Meeting, unless otherwise specified in Annex C.

18. The local support staff referred to in the paragraph above, with the exception of workers, cleaners and security personnel, shall receive their on-site working schedules, as well as designation of duties in respect of the Meeting, from the responsible officer within the Secretariat, as designated by the Executive Secretary of the Convention on Biological Diversity. The local support staff will work in accordance with the schedule established for the Meeting, and as required by the Executive Secretary.

Article X
Minimizing the environmental impacts of the Meeting

19. The Government shall do its utmost to minimize and offset the negative impacts 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's preparation and organization, such as during venue selection and/or construction, procurement, registration, catering, transportation, exhibitions, waste management, and accommodation arrangements.

20. 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.

Article XI
Financial Arrangements

21. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 47/202, Section A, paragraph 17, bear the actual additional costs directly or indirectly involved in holding the Meeting in [city], [country], rather than at the seat of the Secretariat in Montreal, Canada. Such costs, which are provisionally estimated at approximately US \$xxxx00 (in words: US Dollars) and outlined in detail in Annex D shall include, but not restricted to, the actual additional costs of travel and staff entitlements of the Secretariat and the United Nations officials assigned to plan or service the

Meeting, as well as the costs of shipping referred to under Article III above. Arrangements for the travel of the Secretariat and the other United Nations officials required to plan for or service the Meeting, and for the shipment of any necessary equipment, promotional material and supplies shall be made by the Secretariat in accordance with the Staff Rules and Regulations of the United Nations and its related administrative practices regarding travel standards, baggage allowances, subsistence payments and terminal expenses.

22. 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 the Secretariat 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 the Secretariat in respect of the Meeting. The deposit and the advances required by Article XI, paragraph 21 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.

Wire transfers: Chase ABA number 021000021, SWIFT number = BIC or CHIPS participant number = 0002

23. Within three months after the Meeting, the Secretariat shall give the Government a detailed set of accounts showing the actual additional costs incurred by the Secretariat 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.

24. 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 the Secretariat and the Government.

Article XII **Earth Negotiations Bulletin Coverage**

25. The Government of the [State] will ensure media coverage of the proceedings of the Meeting through Earth Negotiations Bulletin (ENB) services.

Article XIII

Liability

26. The Government shall be responsible for dealing with any action, claim or other demand against the Secretariat, the United Nations or their officials, arising out of:

- (a) Injury to persons or damage to or loss of property in the premises referred to in Article III above, that are provided by or are under the control of the Government;
- (b) Injury to persons or damage or loss of property caused by, or incurred in using the transport services referred to in Article V above that are provided by the Government;
- (c) The employment for the Meeting of the personnel provided by the Government under Article IX above.

27. The Government shall indemnify and hold harmless the Secretariat, the United Nations or their officials in respect of any such action, claim or other demand, except when such demand, loss or injury is caused by the gross negligence or willful misconduct of the Secretariat, the United Nations or their officials.

Article XIV Privileges and Immunities

28. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (hereinafter “the Convention”), to which [country] is a party, shall be applicable in respect of the Meeting. In particular, the representatives of States and intergovernmental organs referred to in Article II, paragraphs 2, (a) and (e), above, shall enjoy the privileges and immunities provided under Article IV of the Convention. The officials of the Secretariat of the Convention on Biological Diversity performing functions in connection with the Meeting, referred to in Article II, paragraph 2 (g) and paragraph 3, above, shall enjoy the privileges and immunities provided under Articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Meeting shall enjoy the privileges and immunities under Articles VI and VII of the Convention.

29. The representatives or observers referred to in Article II, paragraphs 2 (b), (d), (e) and (g), above shall enjoy immunity from legal process in respect of the words spoken or written and any act performed by them in their official capacity in connection with the Meeting.

30. The representatives of the specialized or related agencies referred to in Article II, paragraph 2 (c), above, shall be extended as a courtesy the privileges and immunities provided by Articles V and VII of the Convention, adopted by the General Assembly on 13 February 1946.

31. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Meeting, including those referred to in Article IX and all those invited to the Meeting, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Meeting. Participants and guests attending the Meeting and international officials holding [country] nationality and who are in the service of an international organization, shall enjoy inviolability for words spoken or written

during the Meeting, and shall also enjoy inviolability in respect of acts performed or official functions in connection with their participation in the Meeting.

32. All persons referred to in Article II above shall have the right of entry into and exit from [country], and no impediment shall be imposed on their transit to and from the Meeting venue. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted, free of charge, as speedily as possible.

33. For the purpose of this Agreement, the Meeting premises specified in Article III, paragraph 5 above, shall be deemed to constitute premises of the United Nations in the sense of Article II section 3, of the Convention on the Privileges and Immunities of the United Nations, and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Meeting, including the preparatory stage and the winding-up.

35. The Government shall facilitate and allow the temporary importation, tax-free and duty-free, of all equipment, documentation and publications, including technical equipment accompanying representatives of official media, and shall waive import duties and taxes on equipment, promotional material and supplies necessary for the Meeting. The Government shall issue without delay any necessary import and export permits for this purpose and shall ensure that customs clearance is granted in a prompt manner.

Article XV Settlement of Disputes

36. Any dispute between the Secretariat and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or any other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the Chairperson, to be chosen by the first two. If either party fails to appoint an arbitrator within sixty days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within sixty days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question of privileges and immunities shall be dealt with according to the dispute settlement provisions of the Convention referred to in Article XIV.

Article XVI Final Provisions

37. This Agreement may be modified by written agreement between the Secretariat and the Government.

38. This Agreement, of which Annexes A, B, C, D, and E form an integral part, shall enter into force on the day of its signature.

IN WITNESS WHEREOF, the undersigned duly authorized officials have signed this Agreement _____ day of _____ [year] in _____ and _____.

For the Government of the [State],

For the Secretariat of the Convention on
Biological Diversity,

[Name]

Minister

Ministry of [name]

Republic of [State]

[Name]

Executive Secretary

Secretariat of the Convention on Biological
Diversity

ANNEX A: List of meetings' 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