Agreement

between

the Government of the [COUNTRY]

and

the Secretariat of the United Nations Convention to Combat Desertification In Those Countries Experiencing Serious Drought and/or Desertification, Particularly In Africa (UNCCD)

regarding

the [NUMBER] Session of the Conference of the Parties to the United Nations Convention to Combat Desertification (COP No.)

[CITY], [COUNTRY] [DATE]

SAMPLE

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The Government of [COUNTRY] (hereinafter referred to as “the Government”) and the Permanent Secretariat of the United Nations Convention to Combat Desertification (hereinafter referred to as “the Secretariat”),

WHEREAS [COUNTRY] has made an official offer on [DATE] to host the [NUMBER] Conference of the Parties and to meet the additional costs;

WHEREAS in accordance with article 23, paragraph 2(a) of the Convention, among the functions of the Secretariat is to "make arrangements for sessions of the Conference of the Parties and its subsidiary bodies" and "to provide them with services as required";

WHEREAS the Secretariat, pursuant to article 23, paragraph 2(e) of the Convention, is empowered, inter alia, “to enter into such administrative and contractual arrangements as may be required for the effective discharge of its functions”;

NOW THEREFORE the Secretariat and the Government have agreed as follows:

Article 1
Date and place of the Conference

The [NUMBER] session of the Conference of the Parties (hereinafter referred as “the Conference”) Conference will be held at the […] (hereinafter referred as “the Conference Centre”), in [CITY], [COUNTRY], from [DAY AND MONTH] to [DAY AND MONTH] [YEAR].

Article 2
Participation and attendance at the Conference

1. In accordance with the provisions of the Convention and the Rules of Procedure of the Conference of the Parties, the Conference of the Parties will be open to:

(a) Representatives of the Parties to the Convention;

(b) Representatives of observer States referred to in article 22, paragraph 7, of the Convention;

(c) Representatives of the United Nations, its specialized agencies and the International Atomic Energy Agency;

(d) Representatives of the observer organizations referred to in article 22, paragraph 7, of the Convention;

(e) Other persons invited by the Secretariat;

(f) Officials of the Secretariat and other officials of the United Nations.

2. The Executive Secretary assigns the officials of the Secretariat and other officials of the United Nations to attend the Conference for the purpose of servicing it.

3. The public meetings of the Conference will be open to representatives of the information media accredited to the Conference by the Secretariat, in consultation with the Government. Such meetings shall also be open to other persons invited by the Secretariat.

Article 3
Premises, equipment, utilities and supplies

1. The Government shall provide, at no cost to the Secretariat, such conference space and facilities at the Conference Centre as are necessary for the holding of the Conference, including conference rooms for formal and informal meetings, office and storage space, lounges and other related facilities, as well as the necessary space for registration areas, exhibition areas, mass media (press, television and radio) and the accredited observers referred to in article 2, paragraph 1(d), above, as specified in annexes II A and II B to the present Agreement.

2. The premises referred to above shall remain at the exclusive disposal of the Secretariat, for the purposes of the Conference, 24 hours a day throughout the Conference. Necessary parts of the premises shall be put at the disposition of the Secretariat by the Government for such reasonable additional time in advance of the opening and after the closing of the Conference as is agreed between the Secretariat and the Government for the preparation and settlement of all matters connected with the Conference, but which in any case shall be no less than two weeks or more than three weeks in advance of, and no more than six days following, the Conference.

3. In addition to the offices described in annexes I, II A and II B to the present Agreement put at the disposal of the Secretariat, and to the extent available, the Government and the Secretariat shall take the necessary measures to satisfy requests for offices made by delegations referred to in article 2 participating in the Conference.

4. The Conference rooms shall be equipped for simultaneous interpretation and sound recordings in the six official languages of the United Nations. Each interpretation booth shall have the capacity to switch to all seven channels (the "floor," i.e., the speaker plus the six language channels). The Arabic and Chinese booths shall each have three microphones and a system whereby the interpreters can override either the English or French booth so that the Arabic and Chinese interpreters can work into those languages without physically moving to either booth.

5. The Government shall, at its expense, adequately furnish, equip and maintain any equipment necessary for the conduct of the Conference, including such equipment specified in annexes II A and II B to the present Agreement. The Government shall also, at its expense, arrange to furnish, equip and maintain in good repair all the rooms and equipment in a manner that the Secretariat considers adequate for the effective conduct of the Conference.

6. The Government shall provide for, and bear the cost of, the recording on media support of the proceedings of the meetings of the Conference (floor and English interpretation), and for providing recordings to the Secretariat. The Government shall provide all stationery supplies as required for the adequate functioning of the Conference.

7. The Government shall provide for, and bear the cost of, all necessary utility services, such as water and electricity as well as local telephone communications of the Secretariat and its communications by telefax, electronic mail transmission or telephone with the United Nations Office at Bonn and Geneva, and the United Nations Headquarters in New York when such communications are authorized by the Executive Secretary or the persons delegated by him.

8. The Government shall provide for, and bear the cost of, transport and insurance charges from any established United Nations Office to the site of the Conference and return

of all Secretariat documentation, supplies and equipment required for the adequate functioning of the Conference. The Secretariat, in consultation with the Government, shall determine the mode of shipment of such equipment and supplies. The Government may also, or instead, provide equivalent equipment and supplies at the Conference venue.

9. The Government shall ensure access at, or within close proximity of, the Conference Centre on a commercial basis to banking, postal (stamps and mail box only), telephone, telefax and other telecommunications facilities, catering facilities, travel agency and a secretarial service centre equipped in consultation with the Secretariat, for use by the persons referred to in article 2.

10. The Government shall install and provide, at no cost to the Secretariat, press facilities for written coverage, film coverage, and radio and television broadcasting of the proceedings, as well as radio and television studio, areas for interviews and programme preparation, a press working area and a briefing room for correspondents.

Article 4
Medical facilities

The Government shall provide for adequate medical facilities for first emergency aid at the Conference Centre. Immediate access and admission to hospital will be assured by the Government whenever required, and the necessary transport shall be constantly available on call.

Article 5
Police protection and security

1. The Government shall, at its expense, furnish such police protection and security as may be required to ensure the efficient functioning of the Conference without interference of any kind. Such police service outside the Conference Centre shall be under the direct supervision and control of a senior officer to be provided by the Government.

2. The security service within the Conference Centre shall be under the direct supervision and control of a security officer designated by the Secretariat. These two persons shall work in close cooperation so as to ensure a proper atmosphere of security and tranquility. The modalities of this cooperation are elaborated in Annex V to the present Agreement.

Article 6
Accommodation

The Government shall ensure that adequate accommodation in hotels or residences is available upon reasonable notice at reasonable commercial rates for persons participating in or attending the Conference.

Article 7
Transportation

1. The Government shall provide transportation to the staff of the Secretariat and other staff of the United Nations servicing the Conference to and from [CITY] Airport for a

reasonable time before, during and after the Conference, as well as transportation between the hotels and the Conference Centre for the duration of the Conference and a reasonable time before and after for the preparation, and settlement of all matters relating to the Conference.

2. The Government shall ensure the availability of adequate transportation, on a reasonable commercial basis, for all Conference participants to and from the aforementioned airports for a reasonable time before, during and after the Conference, as well as transportation between the principal hotels and the Conference premises for the duration of the Conference.

3. In addition, the Government shall at its expense, provide a car and two minibuses with drivers for official use by the officials of the Secretariat and other United Nations officials during the Conference, and another minibus with driver during the ministerial segment of the Conference. The use of the minibuses will be managed and coordinated by transportation dispatchers provided by the Government.

Article 8
Local personnel

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the Secretariat and who shall be responsible, and have the requisite authority, in consultation with the Secretariat, for carrying out the administrative and personnel arrangements for the Conference as required under the present Agreement.

2. The Government shall, at its expense, provide and place under the general supervision of the Secretariat the personnel locally recruited as detailed in Annex III:

(a) To ensure the proper functioning of the equipment and facilities referred to in article 3 above;

(b) To reproduce and distribute the documents and press releases needed by the Conference;

(c) To work as secretaries, typists, clerks, messengers, conference room ushers, drivers, telephone operators, etc.; and,

(d) To provide custodial and maintenance services for the equipment and premises made available in connection with the Conference.

3. Detailed job descriptions for local personnel referred to in paragraph 2 above will be determined by the Secretariat in consultation with the Government.

4. The Secretariat shall advise the Government of the required duration for the recruitment of the locally engaged personnel referred to in paragraph 2 above, some of which are required to be available before the opening and after the closing of the Conference, for a period of at least two weeks in advance of, and six days following, the Conference. In exceptional cases related to the specific needs of the advanced team of the Secretariat, local personnel requirement might be adjusted as jointly agreed by the parties.

5. The Government shall, at its own expense, arrange at the request of the Secretariat, for adequate numbers of the local personnel referred to in paragraph 2 above to be available in order to maintain such night services as may be required in connection with the Conference.

Article 9
Financial arrangements

1. The Government, in addition to the financial and other obligations provided for elsewhere in the present Agreement, shall bear any actual additional costs directly or indirectly involved in holding the Conference in [CITY] rather than at the established Headquarters of the Secretariat. Such costs, which are provisionally estimated at about USD [XXXX] [XXXX] shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the officials of the Secretariat and other United Nations officials assigned to plan for or service the Conference as well as the costs of shipment of equipment and supplies not readily available locally in accordance with article 3, paragraph 5, and, as appropriate, annexes II A and II B to the present Agreement. The Government and the Secretariat have agreed that the Government shall meet its obligations with respect to providing entitlements (pertaining to daily subsistence allowances, or DSAs) to United Nations officials as specified in annex IV. Arrangements for the travel of the Secretariat officials and other officials of the United Nations required to plan for or service the Conference and for the shipment of any necessary equipment and supplies shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standards, baggage allowances, subsistence payments and terminal expenses.

2. The Government shall deposit with the Secretariat the sum of USD [XXXX] [XXXX] no later than [DAY, MONTH, YEAR]. If necessary, the Government shall make further advances as requested by the Secretariat so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

3. The deposit required by paragraphs 1 and 2 above shall be used only to pay the obligations of the Secretariat in respect of the Conference.

4. After the Conference, 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 1 above. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. The Secretariat, 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 2 above. 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, on the understanding that unforeseen supplementary costs relating to travel or shipment costs will be incurred only after consultation with the Government. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustments 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 both the Secretariat and the Government.

Article 10
Liability

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

(a) Injury to persons or damage to or loss of property in the premises referred to in article 3 that are provided by or under the control of the Government;

(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in article 7 that are provided by or are under the control of the Government;

(c) The employment, for the Conference, of the personnel referred to in article 8.

2. The Government shall indemnify and hold harmless the Secretariat, the United Nations and their officials in respect of any such action, claim or demand.

Article 11
Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (hereinafter referred to as 'the General Convention"), and the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959 (hereinafter referred to as "the 1959 Agreement"), to both of which [COUNTRY] is a Party, shall be applicable, *mutatis mutandis*, in respect to the Conference. In particular the representatives of the Parties to the Convention referred to in article 2, paragraphs 1(a) and 1(b), above, shall enjoy the privileges and immunities provided under Article IV of the General Convention. Officials of the Secretariat or other officials of the United Nations and its specialized agencies participating or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under Articles V and VII of the General Convention, or Articles VI and VII of the Specialized Agencies Convention, as appropriate. Any experts on mission for the United Nations in connection with the Conference shall enjoy the privileges and immunities provided under Articles VI and VII of the General Convention.

2. The representatives of observer States, referred to in article 2, paragraph 1(d) and (e), above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

3. The privileges and immunities provided in the 1947 Convention on the Privileges and Immunities of the Specialized Agencies shall apply as appropriate to the representatives of the Specialized Agencies. The representatives of the International Atomic Energy Agency shall enjoy the privileges and immunities provided under the 1959 Agreement.

4. The other observers referred to in article 2, paragraph 1(d) and (e), above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

5. The personnel provided by the Government under article 8 above 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 Conference. The representatives of the information media referred to in article 2, paragraph 3 shall be accorded the appropriate facilities necessary for the independent exercise of their functions in connection with the Conference.

6. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Conference, including those referred to in article 8 and all those invited to the Conference, shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their functions in connection with the Conference.

7. All persons referred to in article 2 shall have the right of entry into and exit from [COUNTRY], and no impediment shall be imposed on their transit to and from the Conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at the point of arrival to those who were unable to obtain them prior to their arrival.

8. The Conference premises shall deem to constitute premises of the United Nations in the sense of Section 3 of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as "the General Convention"), referred to in article 11 below.

9. The Conference Centre and access thereto shall be subject to the authority and control of the Secretariat, with assistance from the Government, as specified in article 5 above. The premises shall be inviolable for the duration of the Conference, as well as during the preparatory stage and the winding-up period.

10. The Government shall allow, for use immediately prior to, after and during the Conference, the temporary importation, tax-free and duty-free, of all equipment, including audio, video, photographic and other technical equipment accompanying representatives of information media accredited to the Conference and for use in connection with the Conference, and shall waive import duties and taxes on supplies necessary for the Conference. It shall issue without delay any necessary import and export permits for this purpose, if necessary.

Article 12
Settlement of disputes

Any dispute between the Secretariat and the Government concerning the interpretation or application of the present Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to 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 Chair, to be chosen by the first two arbitrators. If any party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 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 regulated by the General Convention shall be dealt with in accordance with section 30 of that Convention.

Article 13
Final provisions

1. The present Agreement shall enter into force on the day of its signature and shall remain in force for the duration of the Conference and for such period thereafter as is necessary for all matters relating to any of its provisions to be settled.

2. The present Agreement may be modified by written agreement of the Parties. Such modifications will enter into force following the procedures for entry into force of the present agreement.

3. Annexes I, II A, II B, III, IV and V form an integral part of the present Agreement.

SIGNED this [DAY, MONTH] in the [YEAR], in duplicate in the English language.

For the Government of [COUNTRY]	For the Secretariat of the Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa
[NAME] [TITLE]	[NAME]Executive Secretary