

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2016 Nr. 128

A. TITEL

Verdrag tussen het Koninkrijk der Nederlanden en de VN Wereld Toerisme Organisatie (UNWTO) ten behoeve van het houden van een UNWTO-conferentie „Happiness 360” (met Bijlage); Madrid, 18 augustus 2016

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013337 in de Verdragenbank.

B. TEKST

Agreement between the Kingdom of the Netherlands, in respect of Aruba, and the World Tourism Organization (UNWTO) for the holding of the UNWTO Happiness 360 Conference

Relating to the holding of the UNWTO Happiness 360 Conference (hereinafter referred to as the “Conference”) in Oranjestad, Aruba on 13 and 14 September 2016 by the Government of Aruba (hereinafter referred to as the “Government”);

Whereas the Government of the Kingdom of Netherlands (hereinafter, the [“Government”]), duly represented by its Ambassador to Spain, H.E. Mr. Johannes Hendrik Mattheus Van Bonzel, will be hosting the Conference which is of special interest of the Ministry of Tourism, Transport, Primary Sector and Labour, the institution in charge of supporting activities that contribute to the development of tourism in Aruba;

Whereas the World Tourism Organization (hereinafter referred to as “UNWTO” or “the Organization”), represented by its Secretary General, Mr. Taleb Rifai, is a specialized agency of the United Nations and the leading public international organization in the field of tourism, with a membership encompassing 163 countries and territories and more than 500 Affiliate Members representing the private sector, educational institutions, tourism associations and local tourism authorities;

Whereas UNWTO wishes to conduct a Conference on how effective synergy between tourism and culture can create happiness in the tourism sector and countries in general and the Government is willing and able to host it;

Now therefore, the Parties have agreed as follows:

I

Privileges, immunities and facilities

1. Participants are invited by the Secretary-General of the Organization to attend the Conference. The UNWTO Secretariat shall provide in due course the names of those accepting this invitation to the authorities duly designated for this purpose by the Government, so that their travel and stay in that country can be prepared under the best possible conditions.

2. This agreement is based on Article 32 of the Statutes of the World Tourism Organization, which reads as follows: “The Organization shall enjoy in the territories of its member States the privileges and immunities required for the exercise of its functions. Such privileges and immunities may be defined by agreements concluded by the Organization”, as well as on Resolution 662(XXI) of the twenty-first General Assembly of UNWTO.

3. The Convention on the Privileges and Immunities of the specialized agencies of 1947 and its Annex XVIII (hereinafter referred to as the "Convention") adopted by the seventeenth General Assembly through resolution 545 (XVII) shall be applicable in respect of the Conference.
4. The participants who are representatives of UNWTO members will enjoy the privileges and immunities granted to delegates at the conferences of specialized agencies of the United Nations, as provided for under Article V of the Convention.
5. All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from Aruba, provided that, when necessary, visa applications are submitted in good time before the opening of the meeting in accordance with internal procedures. The Government shall take appropriate measures to facilitate the entry into, stay and departure from its territory to the participants, regardless of their nationality. The Government, as a gesture of goodwill towards the UNWTO and its Members will, without discrimination, use their best efforts to have the necessary visas issued free of charge and without delay.
6. The Secretary-General of the Organization shall be accorded the privileges and immunities, exemptions and facilities granted to heads of diplomatic missions, as provided for under Article VI of the Convention.
7. The Organization's officials will also enjoy the privileges and immunities granted for the conferences of specialized agencies of the United Nations, as provided for under Articles VI and VIII of the Convention.
8. Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Conference shall enjoy such privileges and immunities and facilities as are necessary for the independent exercise of their functions in connection with the Conference.

II

Conditions for organizing the Conference

1. The Conference will be held at the Renaissance Convention Center in Oranjestad, Aruba on 13 and 14 September 2016.
2. The Government shall provide the Organization for the purposes of this Conference with staff, offices, interpretation equipment, office furnishings and reproduction equipment for the documents required during the Conference, as enumerated in Annex I which is an integral part of this Agreement. These in-kind donations are valued at their fair value at the date of conclusion of this Agreement. Unless otherwise agreed, the goods in kind will return to the corresponding providing Party upon completion of the project.
3. The Government shall indemnify and hold harmless the Organization in respect of any action, claim or demand for any injury or damage that might occur to the persons or facilities provided by the Government except where such injury or damage is caused by the gross negligence or wilful misconduct of the Organization or its officials.
4. The Conference room, offices and other premises made available by the Government shall constitute the conference area and shall be considered as premises of UNWTO during the Conference, for the duration of any additional period necessary to prepare and to conclude the operations of the same.
5. The Parties may agree to external sponsorship of the Conference with a view to enhancing its quality and improving its organization. Any sponsorship arranged by either Party, including all its terms, shall be subject to the express agreement, in writing, of the other Party.
6. Considering the mandatory security standards required by the United Nations Department of Safety and Security (UNDSS), the Government shall take the necessary measures to ensure the safety and security of the delegates, staff and visitors participating in the event. The Host country will provide protection to ensure the effective functioning of the event in an atmosphere of security and tranquillity, free from any security disruption, including the following procedures:
 - Verify the event's locations (Hotel/Accommodation & event's venue) and perimeter, check the security materials and their good using-order, as well as checking the personnel needed in order to draw-up the Security Plan.
 - Check that all valid security measures for the fire, emergency exits, etc. are in force and being carried out at the location and its perimeter.
 - Designate a Responsible for Security so that the Security Department at UNWTO can liaise with him/her at all times.
 - Take all necessary measures for the participants' security at all times, especially in the case of VIPs (pick-up, transfers and placing).

- Implement a correct access system for the event's location. Distribute relevant security information to participants. This information should cover basic security norms to be followed in the case of emergencies (evacuation plan), indicating emergency routes and exits, the location of the medical facilities, relevant emergency numbers, and others.

If the security requirements established by the UNDSS provide for a Memorandum of Understanding to be signed, such Memorandum may be signed at any time.

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

8. Any amendment to this Agreement or to any Annex hereto shall be effected by mutual agreement of the Parties through an appropriate supplementary letter of agreement.

9. Any dispute, controversy or claim arising out or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be submitted at the request of either Party for arbitration in accordance with UNCITRAL Arbitration Rules. The Parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

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

11. The present Agreement shall enter into force on the date of its signature and shall remain in force for the duration of the Conference and for such additional period as is necessary for its preparation and winding up. The total duration of this Agreement, however, shall not exceed one year.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have concluded this Agreement.

DONE in Madrid, on 18 August 2016, in two originals, in the English language.

For the Kingdom of the Netherlands, in respect of Aruba,

BARTJAN WEGTER
Deputy Head of Mission

For the World Tourism Organization,

TALEB RIFAI
Secretary-General

Annex I

A. FACILITIES AND SERVICES TO BE PROVIDED BY THE GOVERNMENT

I. Premises and equipment

1. The Government shall provide the premises, facilities and equipment listed below:
 - a. A conference room for the Conference, with the same conditions, as follows:
 - A conveniently located conference room with a seating capacity of approximately 350-500 class-room style, and shall be equipped with the following;
 - Presidential table with sufficient chairs;
 - One lectern with microphone and a lap-top computer for PowerPoint presentations;
 - Beamer for PowerPoint presentations;
 - Large-dimension screen;
 - Camera's for documentation purposes;
 - Sufficient number of microphones (for the moderator, the speakers and for the audience);
 - Sufficient number of headphones for interpretation;
 - Banner (design provided by the Government) indicating the name and date of the Conference, to be installed behind the presidential table;
 - Kit for participants (including promotional material, if required);
 - Drinking water service during all days of the Conference and coffee/tea break;
 - The flags of Aruba, UNWTO and the United Nations shall be placed behind/next to the stage;
 - Registration desk;
 - Free wifi.

- b. Badges for the participants (the design, colour and categories of the participants are to be provided by the Government), sufficient plastic holders for badges and lanyards;
- c. An office for the Secretary-General and UNWTO staff, equipped as follows:
 - One desk with a chair, with office supplies;
 - 2 computers with Internet access and a printer;
 - A round table for 6 persons with chairs;
 - Sufficient supply of A4 paper;
 - The office shall be placed at the disposal of UNWTO officials upon arrival to the venue and until the end of the Conference.

II. Local staff responsible to the UNWTO

- 2. The Government shall provide the following local staff:
 - A technician(s) responsible at all times for the audio-visual equipment in the conference room and for recording of the proceedings, with a good knowledge of English. At least one technician should be in the conference room at all times.
 - Sufficient number of hostesses/messengers to assist in the official conference language in the conference room, as well as other support staff.
 - One English speaking assistant may be assigned to provide assistance to the UNWTO Staff.

III. Services to be provided to all participants and unwto staff

- 3. The Government shall provide the following services to UNWTO Staff:
 - Full accommodation with breakfast for 2 UNWTO officials and international transport (air tickets);
 - Reception and transfer between the airport and the hotels (and return) for UNWTO staff, international speakers and other high level participants, if necessary.
 The Government shall provide the following services to all participants:
 - Complimentary entrance to the Conference;
 - Providing the venue with signs, conference banners;
 - Registration and information desks with English speaking assistants who will be responsible for the registration.

IV. Other services

- 4. The Government shall provide directly the following services:
 - Breakfast and a coffee-break for the participants of the Conference on 13 and 14 September 2016;
 - Hotel rooms: Blocking of a sufficient number of rooms for the participants near by the venue;
 - Social Program on the 13th of September 2016 for all international participants;
 - Photographer: for the Opening Ceremony and for the days of the Conference. Pictures shall be made available to UNWTO as soon as possible;
 - Inviting the national and local media and press to the press-conference to be organized at the Conference;
 - Promoting the Conference among national stakeholders.

B. SERVICES TO BE PROVIDED BY UNWTO

I. Participation in the conference

- 5. The Organization shall send invitations in all official languages of the Conference to the UNWTO official recipients, as well as the corresponding reminders, to ensure the highest possible level of participation.
- 6. The Organization shall disseminate among the official recipients the necessary information provided by the host on the venue to facilitate their attendance in optimal conditions.
- 7. The Organization shall manage and follow-up the registration of the participants who are formally invited by the invitation of the Secretary-General.
- 8. The Organization shall ensure timely provision of materials in necessary electronic formats for subsequent printing and distribution to participants.

II. Logistics of the conference

- 9. The Organization shall implement a communication and promotional plan of the Conference based on its own resources, through its website and social media and specific UNWTO press activities.
- 10. The Organization shall regularly communicate to the authorities duly designated by the Government, the names and contact details of the participants registered, and shall generally coordinate all logistical aspects of the Conference with the host country.
- 11. The Organization shall convey to the participants all logistical information relating to the Conference and their stay as provided by the host country (programmes, transfers, social events, etc.).

12. All photographs or videos taken during the Conference will be the exclusive property of UNWTO and the Government and will be used by them for official purposes.

III. Content

13. The Organization shall structure the Agenda of the Conference, in collaboration with the Government.
14. The Organization shall, in agreement with the Government, select and invite international speakers and experts to the Conference and be responsible for their debriefing.
15. The Organization shall take on the conduct of business throughout the Conference.
16. The Organization is responsible for publishing the presentations of the speakers of the Conference and the final document with the conclusions on its website.
17. Upon the completion of the Conference, the Organization shall send the evaluation questionnaire to the participants.

D. PARLEMENT

Het Verdrag, met Bijlage, behoeft ingevolge artikel 7, onderdeel c, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het Verdrag, met Bijlage, zijn ingevolge artikel II, elfde lid, op 18 augustus 2016 in werking getreden.

Het Verdrag, met Bijlage, zal ingevolge datzelfde artikel niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het Verdrag, met Bijlage, alleen voor Aruba.

Koninkrijk der Nederlanden

Land	Voorlopige toepassing	In werking	Terugwerkende kracht	Buiten werking
Nederland (in Europa)				
Nederland (Bonaire)				
Nederland (Sint Eustatius)				
Nederland (Saba)				
Aruba		18-08-2016		18-08-2017
Curaçao				
Sint Maarten				

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen heeft de Minister van Buitenlandse Zaken bepaald dat het Verdrag, met Bijlage, zal zijn bekendgemaakt in Aruba op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *vierentwintigste* augustus 2016.

De Minister van Buitenlandse Zaken,

A.G. KOENDERS