

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2020 Nr. 134

A. TITEL

*Briefwisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en de Organisatie der Verenigde Naties voor Onderwijs, Wetenschap en Cultuur (UNESCO) betreffende de belangrijkste viering van de Internationale Dag van de Persvrijheid 2020, te 's-Gravenhage, Nederland, op 9 en 10 december 2020 (met Bijlage);
Parijs, 3 december 2020*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013741 in de Verdragenbank.

B. TEKST

Nr. I

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Parijs, 1 december 2020

CI/FEJ/2020/430

Excellency,

I wish to express my warm appreciation to the Government of the Netherlands for accepting to host the main celebration of the next World Press Freedom Day ("WPFD") in The Hague, the Netherlands, from 9 to 10 December 2020.

In this regard and considering that the Kingdom of the Netherlands is a party to the Convention on the Privileges and Immunities of the Specialized Agencies, approved by the General Assembly of the United Nations on 21 November 1947, I would like, on behalf of UNESCO, to propose an Agreement in the following terms:

A. Nature and Scope of the meeting

The main purpose of the present Agreement is to establish the terms of cooperation between the Kingdom of the Netherlands and UNESCO (hereinafter jointly referred to as: the "Parties") concerning the arrangements to be made for the Meeting.

Under the Regulations for the general classification of the various categories of meetings convened by UNESCO, adopted by the General Conference at its 14th Session and amended at its 18th, 25th and 33rd Sessions, this Meeting is considered as falling within category IV.

B. Participation

The Meeting will be a digital conference for which participation in principle takes place via digital means with possible participation *in praesentia*.

In accordance with the Regulations for the general classification of the various categories of meetings convened by UNESCO, the participants shall be specialists serving in an individual capacity.

Member States and Associate Members of UNESCO may send observers to the Meeting.

The United Nations and other organizations of the United Nations system with which UNESCO has concluded mutual representation agreements may send representatives to the Meeting.

The Director-General may extend invitations to send observers to the Meeting to:

- a) Organizations of the United Nations system with which UNESCO has not concluded mutual representation agreements;
- b) Intergovernmental organizations; and
- c) International non-governmental organizations, in accordance with the Directives concerning UNESCO's partnership with international non-governmental organizations.

I. PLACE AND DATE OF THE MEETING

The Meeting shall take place from 9 to 10 December 2020.

The main WPFDP programme shall be hosted from the World Forum in The Hague, the Netherlands. Side-events for a select group of participants, that are still considered to be part of the main programme, may take place outside of the World Forum.

II. ORGANIZATION OF THE MEETING

The responsibility for the technical and material organization of the Meeting shall be shared by the competent authorities of the Netherlands and UNESCO on the basis of the attached Statement of Requirements (see Annex).

However, nothing in this Agreement shall prevent the Parties from mutually agreeing to make such adjustments as may be desirable to ensure the proper organization of the Meeting. A Steering Committee has been set up to oversee the planning of the event.

III. SECURITY AND SAFETY

The Kingdom of the Netherlands shall be responsible for providing, at its expense, such police protection and security as may be required to ensure the efficient functioning of all pre-session meetings, meetings and sessions of the main conferences and any other meetings linked to the event in which the project team is directly involved, in a calm and serene ambiance and without interference of any kind.

The Kingdom of the Netherlands shall designate a Senior Security Officer (SSO), who shall work in close coordination and cooperation, including at distance, with the senior security liaison officer and Event Security Coordinator (ESC) appointed by UNESCO for this purpose, so as to ensure a proper atmosphere of security and tranquility. The Kingdom of the Netherlands shall communicate the name of its Senior Security Officer (SSO) to UNESCO and UNESCO shall communicate the name of its Event Security Coordinator to the Kingdom of the Netherlands.

In accordance with the UNDSS Framework for Accountability, the UN Designated Official for the Kingdom of the Netherlands is responsible for the security of United Nations personnel, premises, and assets throughout the country and must be kept informed throughout the process. The name of the responsible officers for security shall be communicated to UNDSS by respectively the Host Country and UNESCO.

IV. PRIVILEGES AND IMMUNITIES

The Kingdom of the Netherlands shall apply, in all matters relating to this Meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations, as well as Annex IV thereto relative to UNESCO.

All persons entitled to participate in the meeting shall have the right of expeditious entry into and exit from the European part of the Netherlands. With this view, it is understood that no restrictions to the right of entering into, staying in and leaving the European part of the Netherlands may be put to any person entitled to participate in the meeting, irrespective of nationality.

V. VISAS

The Kingdom of the Netherlands, through its Ministry of Foreign Affairs, shall facilitate the participants to obtain any required visas as expeditiously as possible, in accordance with relevant domestic and EU legislation and its obligations under the United Nations Charter for the maintenance of international peace and security.

VI. DAMAGE AND ACCIDENTS

As long as the premises reserved for the Meeting are at the disposal of UNESCO, the Kingdom of the Netherlands shall bear the risk of damage to the premises, facilities and furniture, and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. However, the Kingdom of the Netherlands shall not bear responsibility and liability for damages caused by gross negligence or willful misconduct of the participants.

The Kingdom of the Netherlands shall adopt appropriate measures to ensure the protection, particularly against fire and other risks, of the above-mentioned premises, facilities, furniture and persons. It may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

VII. DISPUTE SETTLEMENT

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiations or in accordance with any other procedure agreed upon by the Parties.

Any dispute not settled by negotiation or other agreed mode of settlement shall be submitted for final decision, at the request of either Party, to a tribunal of three arbitrators, one to be named by UNESCO, one to be named by the Kingdom of the Netherlands and the third, who shall be the chairperson, to be chosen by the first two arbitrators. If either Party fails to appoint an arbitrator within 60 days of the appointment by the other Party, or if these two arbitrators should fail to consent on the third arbitrator within 60 days of their appointment or nomination of the second one of them, appoint the chairperson, the President of the International Court of Justice may make any necessary appointments at the request of either Party.

VIII. COVID-19 PANDEMIC

The Parties shall consult each other regarding the practical arrangements for the organization of the Meeting, in light of the COVID-19 pandemic.

Each Party may decide to postpone or to annul the Meeting, should the developments of the COVID-19 pandemic necessitate such a decision. If a Party chooses to exercise this right, both Parties shall be released from any and all commitments related to the postponed or annulled Meeting under this Agreement and both Parties shall immediately consult with a view to limiting and equitably distributing reasonable costs associated with such a decision. In principle, each Party shall bear the costs that it has incurred in accordance with the distribution of costs set out in this Agreement and its Annex. Should the Parties decide to postpone the Meeting, the Parties will enter into a host country agreement for the purposes of the postponed meeting.

With respect to the implementation of Articles IV, second paragraph, and V, the prevailing circumstances related to COVID-19 pandemic shall be taken into account.

If the foregoing is acceptable to the Kingdom of the Netherlands, I have the honour to propose that this letter and your Excellency's letter in reply shall constitute an Agreement between the Kingdom of the Netherlands and UNESCO regarding the hosting of this Meeting, which shall enter into force on the date of your reply and which shall remain in force for the duration of the Meeting and for such additional period as is necessary for its winding up. The total duration of this Agreement, however, shall not exceed one year.

Please accept, Excellency, the assurances of my highest consideration.

Mr Firmin Edouard Matoko
Assistant Director-General for Priority Africa and
External Relations
UNESCO

H.E. Mr Hans Carel Wesseling
Ambassador

Permanent Delegation of the Kingdom of the Netherlands to UNESCO
7, rue Eblé
75007 Paris

Annex

Statement of Requirements for World Press Freedom Day 2020 (WPF 2020)

Responsibilities and commitments for UNESCO:

Co-chairing of WPF 2020 Steering Committee and WPF 2020 Advisory Committee (together with the Kingdom of the Netherlands)

Establishing the WPF 2020 Steering and Advisory Committees with host country counterparts;
Regularly liaising with the WPF 2020 Steering Committee on the planning of the event.

Financial commitments

Financing costs of participation of certain international contributors to the Conference.
Providing the UNESCO/Guillermo Cano World Press Freedom Prize (USD 25,000);
Financing travel costs of UNESCO staff members to the event;
Ensuring and financing the translation of communication materials into selected official UN languages;

Co-coordinating the overall organization of the international conference (together with the Kingdom of the Netherlands)

Co-coordinating the overall organization of the international conference, including the plenaries, the parallel sessions, the Youth Newsroom, the Academic Conference etc.;
Preparing WPF 2020 concept note, as well as global agenda and programme;
Identifying and inviting international participants;
Setting key messages and deliverables for the WPF 2020 conference;
Co-organize call for session proposals and following the selection process;
Establish partnerships with international NGOs for the organization and funding of the parallel sessions and other side-events taking place at the conference;
Ensuring shipment of UNESCO publications and materials to WPF 2020 conference in The Hague;
Ensuring translation of conference documents (programme, concept note, etc.) where needed;

Inviting event participants

Identifying participants (in consultation with the host country) and issuing official UNESCO invitation letters

Developing international communications

Build communication strategy in coordination with the Host Country for WPF 2020 campaign
Developing the visual identity of WPF 2020 conference and Day campaign, in close consultation with the host country;
Facilitating publicity and visibility towards international media and audiences;
Developing international media and social media partnerships for the global WPF 2020 campaign;
Develop and hosting official WPF 2020 website, in close collaboration with host country

Responsibilities and commitments for the Kingdom of the Netherlands (Host Country):

Co-chairing of WPF 2020 Steering Committee and WPF 2020 Advisory Committee (together with UNESCO)

Co-chairing and appointing representatives for the WPF 2020 Steering Committee;
Regularly liaising with the WPF 2020 Steering Committee on the planning of the event;
Ensuring multi-stakeholder participation in the WPF 2020 Advisory Committee including civil society, government, media and academia;
Regularly liaising with the WPF 2020 Advisory Committee on their inputs for the event.

Financial responsibilities and commitments

Preparation and management of state budget of WPF 2020;

Ensuring and financing the venue and online conference platform for the global conference and UNESCO/ Guillermo Cano Prize ceremony, as well as of all the necessary arrangements for the planning of the event based on the programme agreed upon with UNESCO. This includes police protection and security; logistics; hospitality; and interpretation where applicable.

Financing costs of participation of certain international or Dutch contributors to the Conference.

Facilitate the Guillermo Cano World Press Freedom Prize ceremony and accompanying reception and/or (gala) dinner.

Facilitate a courtesy package for specifically appointed VIPs.

Co-coordinating the overall organization of the international conference (in consultation with UNESCO)

Co-coordinating the overall organization of the international conference, including the plenaries, the parallel sessions, the Youth Newsroom, the Academic Conference etc.;

Setting key messages and deliverables for the WPF 2020 conference;

Establishing partnerships with national hosts for youth newsroom and academic conference.

Setting up team dedicated to the planning of WPF, which will work in close consultation with the UNESCO WPF team in Paris;

Ensuring overall coordination of all logistical aspects of the event;

Hosting and facilitating the registration process;

Making arrangements to facilitate the visa application process for WPF participants;

Facilitating and coordinating press accreditation as well as embedded media center for (inter) national journalists;

Establishing partnership(s) for exhibition(s), in close consultation with UNESCO

Liaising with UNESCO for the official visit of the Director-General to the country;

Ensuring visibility

Build and execute communication strategy in coordination with UNESCO for WPF campaign

Facilitating national and international media coverage;

Supporting global WPF campaign through network of embassies.

Nr. II

PERMANENT DELEGATION OF THE KINGDOM OF THE NETHERLANDS TO UNESCO

Parijs, 3 december 2020

2020B-14

Dear Mr Matoko,

I have the honour to refer to your letter with reference CI/FEJ/2020/430 of 1 December 2020, relating to an Agreement to be concluded between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the main celebration of the 2020 World Press Freedom Day in The Hague, the Netherlands, from 9 to 10 December 2020, which letter reads as follows:

[Zoals in brief Nr. I]

I am authorized by the Government of the Netherlands to state that it agrees to the proposals formulated in your letter and that it considers your letter and this letter in reply as together constituting an Agreement between the Kingdom of the Netherlands and UNESCO in respect of the Meeting. This Agreement shall enter into force on the date of this reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its winding up. The total duration of this Agreement, however, shall not exceed one year.

Please accept, Mr Matoko, the assurances of my highest consideration.

Yours sincerely,

Mr Hans Carel Wesseling
Ambassador
Permanent Delegation of the Kingdom of the Netherlands to UNESCO

*Mr Firmin Edouard Matoko
Assistant Director-General for Priority Africa and External Relations*

UNESCO
7, Place de Fontenoy
75352 Paris

D. PARLEMENT

Het in de brieven vervatte 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 in de brieven vervatte verdrag, met Bijlage, zijn ingevolge het gestelde in de laatste alinea van brieven Nr. I en Nr. II op 3 december 2020 in werking getreden.

Het in de brieven vervatte verdrag, met Bijlage, zal ingevolge het gestelde in de laatste alinea van brieven Nr. I en Nr. II niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het in de brieven vervatte verdrag, met Bijlage, voor Nederland (het Europese deel).

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen heeft de Minister van Buitenlandse Zaken bepaald dat het in de brieven vervatte verdrag, met Bijlage, zal zijn bekendgemaakt in Nederland (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *achtste* december 2020.

De Minister van Buitenlandse Zaken,

S.A. BLOK