

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2020 Nr. 40

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en de Wereldgezondheidsorganisatie betreffende het houden in 's-Gravenhage, het Koninkrijk der Nederlanden, van de negende zitting van de Conferentie van de Partijen bij het WHO-Kaderverdrag inzake tabaksontmoediging van 9 november tot 14 november 2020 en de tweede zitting van de Vergadering van de Partijen bij het Protocol tot uitbanning van illegale handel in tabaksproducten van 16 november tot 18 november 2020 (met Bijlagen);
's-Gravenhage, 12 maart 2020*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013729 in de Verdragenbank.

B. TEKST

Agreement between the Kingdom of the Netherlands and the World Health Organization concerning the holding in The Hague, the Kingdom of the Netherlands, of the ninth session of the Conference of the Parties to the WHO Framework Convention on Tobacco Control from 9 November to 14 November 2020 and of the second session of the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products from 16 November to 18 November 2020

Preamble

The Kingdom of the Netherlands (hereinafter called "the Netherlands"), represented by the State Secretary for Health, Welfare and Sport of the Kingdom of the Netherlands in the person of Mr Paul Blokhuis,
and

The World Health Organization represented for the purpose of this Agreement by the Convention Secretariat (hereinafter called the "Organization"), with the Head of the Convention Secretariat acting in accordance with the Rules of Procedure of the Conference of the Parties, and the Rules of Procedure of the Meeting of the Parties, and with the delegation of authority from the Director-General of the World Health Organization (jointly referred to as the "Parties");

Desiring to give effect to the decision of the Conference of the Parties to the WHO Framework Convention on Tobacco Control at its eighth session, and that of the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products at its first session, to hold the ninth session of the Conference of the Parties, and, respectively, the second session of the Meeting of the Parties, in the Kingdom of the Netherlands, with dates to be confirmed after agreement between the hosting Party and the respective incoming Bureaus, in consultation with the Convention Secretariat;

Taking into account the decisions of the Bureaus of the Conference of the Parties and of the Meeting of the Parties, on the proposal of the Netherlands, that the ninth session of the Conference of the Parties to the WHO Framework Convention on Tobacco Control should be held from 9 November to 14 November 2020, and that the second session of the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products should be held from 16 November to 18 November 2020, with both sessions to be held in the Hague, the Kingdom of the Netherlands;

Have agreed as follows:

Article I

– Definitions

Agreement means the entire Agreement reached by the Parties by signing this document, including its Annexes I, II and III;

Conference of the Parties means the Conference of the Parties to the WHO Framework Convention on Tobacco Control, in accordance with Article 23 of the WHO Framework Convention on Tobacco Control;

COP9 means the ninth session of the Conference of the Parties to the WHO Framework Convention on Tobacco Control;

Meeting of the Parties means the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products, in accordance with Article 33 of the Protocol;

MOP2 means the second session of the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products;

Convention on the Privileges and Immunities means the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947, and Annex VII thereof, adopted by the First World Health Assembly on 17 July 1948 and last amended by the Eleventh World Health Assembly (resolution WHA 11.30) to represent the third revised text of Annex VII, to which the Kingdom of the Netherlands acceded on 18 March 1965;

Convention Secretariat means the Secretariat of the WHO Framework Convention on Tobacco Control established according to Article 24 of the WHO Framework Convention on Tobacco Control, which is also the Secretariat to the Protocol to Eliminate Illicit Trade in Tobacco Products, according to Article 34 of the Protocol to Eliminate Illicit Trade in Tobacco Products;

Officials of the Organization means all members of the Convention Secretariat serving under a WHO contract of appointment and includes all members of the Secretariat of the World Health Organization serving under a WHO contract of appointment and seconded or loaned to the Convention Secretariat to assist with the organization and holding of the COP9 and MOP2.

Article II

– Date and Venue

COP9 and MOP2 shall be held at the World Forum in The Hague, the Kingdom of the Netherlands, from 9 November to 14 November 2020 and from 16 November to 18 November 2020, respectively, at the invitation of the Netherlands.

Article III

– Obligations of the Parties

1. The Organization shall have the responsibility for organizing, conducting and managing COP9 and MOP2, including all aspects related to the content of the sessions of the Conference of the Parties and of the Meeting of the Parties.

2. The Netherlands shall provide all the necessary local facilities and assistance to ensure an efficient and smooth organization of the proceedings of COP9 and MOP2.

3. The Netherlands shall cover the costs related to additional expenses normally not incurred by the Organization when the sessions of the Conference of the Parties, and of the Meeting of the Parties, are held in Geneva, as listed in the attached Annex II, and, respectively, Annex III to this Agreement. The amount of additional expenses as estimated in the Annex II and Annex III to this Agreement shall be paid by the Netherlands no later than six months before the opening of the COP9 session via funds transfer to the Organization's bank account below:

In euros to:

Account name:	World Health Organization Geneva
Account number:	240-C0169920.3
Bank:	UBS AG, 1211 Geneva 2
Swift Code:	UBSWCHZH80A
IBAN:	CH31 0024 0240 C016 9920 3
Reference:	WHO FCTC / COP9 / MOP2

4. The exchange rate between euros and US dollars (Annexes II and III) on the date of signature of this Agreement shall apply.

Article IV

– Premises, Equipment, Facilities, Services and Local Staff

1. The Netherlands shall make available to the Organization, free-of-charge, the premises, including suitably equipped offices for the Organization, furniture, equipment, services, appropriate infrastructure, and local staff, necessary for the work of COP9 and MOP2, as listed in the attached Annex I to this Agreement.
2. The premises referred to in paragraph 1 of this article shall remain at the disposal of the Organization during the following periods:
 - a) a preparatory period, from 5 November to 8 November 2020 (2 full days minimum);
 - b) the duration of COP9 from 9 November to 14 November 2020 and the duration of MOP2 from 16 November to 18 November 2020;
3. The Secretariat's offices made available by the Netherlands, in accordance with Annex I to this Agreement, shall be vacated no later than 19 November 2020 (midnight).
4. The Netherlands shall make available to the Organization a secured area (approximately 30 sqm) for a period of maximum two days after the closure of MOP2, as may be the case, to store equipment and material that should be shipped to the seat of the Organization.
5. The Government shall provide information for the Guide for Participants as early as possible in advance and at no later than five months before the opening of COP9 and MOP2.

Article V

– Participants

1. The Netherlands authorizes the persons specified below to enter the Kingdom of the Netherlands and stay for the entire period of their duties or mission in connection with COP9 and/or MOP2; a list of persons attending or participating in COP9 and/or MOP2 will be forwarded by the Organization to the Netherlands prior to the opening of COP9 and MOP2. Such a list may be subject to changes that shall be forwarded to the Netherlands thereafter.
 - a) Representatives, alternates and advisers of the Parties to the WHO Framework Convention on Tobacco Control and of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products;
 - b) Representatives and advisers of observers under Rules 29, 30 and 31 of the Rules of Procedure of the Conference of the Parties, and under Rules 29, 30 and 31 of the Rules of Procedure of the Meeting of the Parties;
 - c) Representatives of intergovernmental agencies, experts, advisers and any other persons invited to attend COP9 and/or MOP2 in an official capacity;
 - d) Officials and advisers of the Organization.
2. The Netherlands shall provide all the necessary facilities for the entry to and exit from the Kingdom of the Netherlands to all participants mentioned above or who are performing activities connected with COP9 and/or MOP2. Where visas are necessary, the Netherlands shall assist the relevant competent authorities to issue visas in a timely fashion.

Article VI

– Legal Status, Privileges and Immunities

1. For the purpose of this Agreement, the Netherlands shall apply the provisions of the Convention on the Privileges and Immunities as well as the provisions set forth in the following Articles.
2. Persons referred to under Articles V and VI of the Convention on the Privileges and Immunities and under paragraphs 2 and 3 of Annex VII to the Convention shall, while attending COP9 and/or MOP2, in order to discharge their assigned official functions, enjoy the privileges and immunities provided for in the abovementioned Articles and Annex, respectively, in accordance with the Convention on the Privileges and Immunities.
3. Representatives of intergovernmental agencies and any other persons invited by the Organization to attend COP9 and/or MOP2 in an official capacity, shall, while attending COP9 and/or MOP2, enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

4. This Article is without prejudice to the privileges and immunities that the Kingdom of the Netherlands may have to apply to representatives of States and of the United Nations, the Specialized Agencies and other inter-governmental agencies in compliance with relevant international agreements to which the Kingdom of the Netherlands is a party.

5. Without prejudice to the foregoing, the Netherlands shall, in addition, also grant the privileges, immunities and facilities set out in Articles VIII, IX, XI, XII, XIII and XIV below.

6. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the Organization in conformity with the Convention on the Privileges and Immunities or otherwise under any national or international law, convention or agreement. Privileges and immunities are granted to officials of the Organization in the interest of the Organization, and not for their personal benefit. Such immunity does not exempt officials of the Organization from the duty to observe the laws and regulations of the host country, including traffic regulations. The Director-General of WHO may waive the immunity of any official of the Organization in any case where the Director-General of WHO considers that the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

Article VII

– Accommodation

The Netherlands shall reserve and manage, but is not responsible for the payment of, accommodation for persons participating in or attending COP9 and/or MOP2 in suitable hotels at reasonable rates negotiated by the Netherlands; the rates negotiated by the Netherlands should normally be lower than the commercial rates, and normally not higher than the hotel component of the Organization's per diem applicable for the place of the venue.

Article VIII

– Local Transport and Banking Facilities

1. The Netherlands shall take the necessary steps to facilitate the arrival in the Kingdom of the Netherlands and the departure from the Kingdom of the Netherlands of all persons who are participating in an official capacity in the work of COP9 and MOP2.

2. The Netherlands shall take the necessary steps in order to ensure that a special reception desk at Amsterdam Schiphol Airport will be set up to welcome all persons who are participating in an official capacity in COP9 and MOP2 upon arrival and offer free-of-charge transportation by train to The Hague Central Station, as well as back to the airport on departure. The Netherlands shall, in addition, set up a reception desk at The Hague Central Station to further provide guidance to all persons who are participating in an official capacity on local transportation.

3. The Netherlands shall make available to the Organization, free-of-charge and for the duration of COP9 and MOP2, vehicles and staff necessary for the local transportation of delegates and Officials of the Organization, equipment, materials and documents, as required in connection with COP9 and MOP2, and as specified in Annex 1.

4. The Netherlands shall assign a transport coordinator to liaise with the Organization on transportation matters.

5. The Netherlands shall provide the Organization and participants in COP9 and MOP2 with the necessary foreign currency banking facilities at convenient points, preferably in the venue and/or hotels of COP9 and MOP2.

Article IX

– Communication Facilities

1. The Netherlands shall be responsible for the provision, free-of-charge, of all official communications for the effective functioning of COP9 and MOP2, as indicated in the Annex I to this Agreement.

2. Section 12 of Article IV of the Convention on the Privileges and Immunities shall apply to the official communications of the Organization.

Article X

– Local Personnel

The Netherlands shall provide, at its expense, for the assistance of the Organization, the personnel required for the smooth conduct of COP9 and MOP2 such as, but not limited to, security staff, ushers, messengers, drivers, clerks, technicians (IT, audio visual equipment, telephone), cleaners, porters, documents reproduction and distribution staff, reception and registration staff, media staff, and other personnel required.

Article XI

– Medical Facilities

1. The Netherlands shall provide medical facilities, adequate for first aid in emergencies within the COP9 and MOP2 area.
2. For serious emergencies, the Netherlands shall ensure immediate transportation and admission of the participants to a hospital.
3. Neither the Netherlands nor the Organization shall be responsible for the cost of any hospital treatment.

Article XII

– Privileged Importation and Exportation of Equipment by the Organization

For the purpose of this Agreement, the Netherlands shall apply the provisions of the Convention on the Privileges and Immunities and in particular Sections 4, 6, 9 and 10 of Article III, in respect of equipment that is reasonably required to be imported into, and exported from, the Kingdom of the Netherlands, by the Organization for the purpose of COP9 and MOP2. In particular, the Netherlands, through the Dutch Customs Office, shall allow the temporary importation, and exportation, tax-free and duty-free, of all equipment that is required by the Organization for COP9 and MOP2, under the provisions of the Convention on the Privileges and Immunities, and shall waive import and export duties and taxes on supplies the Organization deems necessary for COP9 and MOP2. It shall facilitate the issuance without delay of any necessary import and export permits for this purpose.

Article XIII

– Inviolability and Protection of the Premises Placed at the Disposal of the Organization

1. The Netherlands shall ensure that the premises placed at the disposal of the Organization in connection with COP9 and MOP2 shall, throughout the period they are being used by the Organization, be considered as the premises of the Organization and shall thereby enjoy the benefits of inviolability referred to in Article III Section 5 of the Convention on the Privileges and Immunities. The authorities of the Netherlands shall not enter these premises without the consent of the Organization. The consent of the Organization may however be assumed in case of fire or other disaster requiring prompt protective action.
2. The premises of the Organization shall be placed under the control and authority of the Organization, which shall have the exclusive right to authorize or prohibit entry thereto of any person and which may also cause any person to be removed therefrom.
3. The Netherlands shall take appropriate measures to ensure that the premises placed at the disposal of the Organization are not disturbed by the entry of unauthorized persons or groups of persons, by disorder or by unreasonable noise in the immediate vicinity thereof. To this end, the Netherlands shall, as necessary, provide security officers outside the premises of the Organization and take any other measure deemed by it to be necessary.
4. At the request of the Organization, the Netherlands shall provide the necessary security officers to give assistance for maintaining order, if the need arises, within the premises placed at the disposal of the Organization, and to expel any person who may disturb it and to provide general security services within the premises.
5. As per Article III Section 6 of the Convention on the Privileges and Immunities, the archives and in general all the documents belonging to or held by the Organization shall be inviolable.

Article XIV

– Foreign Exchange

1. Without prejudice to the provision of Section 7 of Article III of the Convention on the Privileges and Immunities, the Organization may, through its official banks, transfer funds to the Kingdom of the Netherlands in the amounts required to cover its expenses for the purpose of COP9 and MOP2, and transfer out of the Kingdom of the Netherlands any balance of funds of the Organization not utilized in the course of COP9 and MOP2.

Article XV

– Damages and Accidents

1. The respective responsibilities of the Netherlands and of the Organization concerning damage and accidents that may be caused to the premises or to the fixtures, furniture and equipment placed at the disposal of the Organization or accidents or injuries which may be sustained by persons in connection with the holding of COP9 and MOP2 shall be as follows:

- a) The Netherlands shall assume full responsibility and shall hold the Organization and its officials harmless for claims arising out of the official conduct of the Officials of the Organization while they are in the Kingdom of the Netherlands for the purpose of COP9 and/or MOP2 under this Agreement;
- b) Sub-paragraph (a) shall not apply if that liability results from gross negligence or wilful misconduct on the part of the Officials of the Organization.

Article XVI

– Settlement of disputes

Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Netherlands and the Organization, or in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules applicable on the date of signature of this Agreement. The Netherlands and the Organization shall accept the arbitral award as final.

Article XVII

– Coordination between the Parties

The Netherlands shall appoint a local organizing committee. The Netherlands and the Organization shall each appoint senior officers to coordinate their activities in order to ensure the smooth preparation and running of COP9 and MOP2.

Article XVIII

– Final Provisions

1. The Organization may postpone or change the venue and/or timing of COP9 and/or MOP2 upon consultation with the Netherlands if the security phase determined by the United Nations Department of Safety and Security increases from the security rating at the time of signature of the Agreement and prior to the opening of COP9. Regardless of an increase in the security phase determined by the United Nations Department of Safety and Security, the Bureaus of the Conference of the Parties and of the Meeting of the Parties may decide to postpone or change the already agreed venue and/or timing of COP9 and/or MOP2, should an event occur which disrupts or risks to disrupt the conduct of COP9 and/or MOP2. If the Organization chooses to exercise this right, the Organization shall be released from any and all commitments related to the postponed and/or changed meeting or meetings under this Agreement and the Parties shall immediately consult with a view to limiting and equitably distributing reasonable costs associated with such a decision. In the event of such an increase in the security rating, and if the Organization does not postpone or change the venue of COP9 and/or MOP2, any additional costs incurred by the Organization for measures deemed by the Parties in consultation to be necessary, shall be borne by the Netherlands.

2. Any notice or request required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, mail or fax to the entity to which it is required to be given or made at the address specified below or such other address as will be hereafter notified. Any such communication shall be deemed to have been given or made on the date it was hand delivered, registered or transmitted from the sender's facsimile operator, but any assumption of the actual notice shall be subject to rebuttal to show that it has not actually been received.

The Netherlands:

The Kingdom of the Netherlands
Ministry of Health, Welfare and Sport
Parnassusplein 5
2511 VX The Hague, Kingdom of the Netherlands

Tel.: +31 651613157

Email: ta.moers@minvws.nl

Organization:

Secretariat of the WHO Framework Convention on Tobacco Control & Protocol to Eliminate Illicit Trade in Tobacco Products
World Health Organization
20 Avenue Appia
CH-1211 Geneva, Switzerland

Tel.: +41 22 791 5043

Fax: +41 22 791 5830

Email: fctcsecretariat@who.int

3. This Agreement, including its Annexes I, II and III, which are an integral part thereof, replaces and supersedes all prior oral and written representations, understandings or arrangements on the organization and holding of COP9 and MOP2. This Agreement and its Annexes I, II and III may only be amended by mutual agreement formalized in writing by the Netherlands and the Organization.

4. This Agreement shall enter into force on the date of signature and shall remain in force for the duration of COP9 and MOP2 and for a period thereafter as is necessary for all matters relating to any of its provisions to be settled. The total duration of the agreement however shall not exceed one year.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, by the Netherlands and the Organization have signed this Agreement in duplicate in the English language, of which one copy shall be held by the Netherlands and the other by the Organization.

DONE at The Hague, on the 12th of March 2020, in two copies, in the English language.

For the Kingdom of the Netherlands,

PAUL BLOKHUIS
State Secretary for Health, Welfare and Sport

For the World Health Organization,

ADRIANA BLANCO MARQUIZO
Head of the Secretariat WHO Framework Convention on Tobacco Control and the Protocol to Eliminate Illicit Trade in Tobacco Products

Annex I to the Agreement between the Ministry of Health, Welfare and Sport of the Kingdom of the Netherlands and the World Health Organization, represented by the Convention Secretariat, for the holding, in the Kingdom of the Netherlands, the ninth session of the Conference of the Parties to the WHO Framework Convention on Tobacco Control and the second session of the Meeting of the Parties to the Protocol to Eliminate Illicit Trade in Tobacco Products

The following services, conference rooms, offices, equipment, staff shall be provided by the host government for both meetings, namely COP9 and MOP2.

Access to meeting rooms, Convention Secretariat offices and equipment: minimum 2 days before the opening of COP9/MOP2, 24 hours daily; One storage area and one Convention Secretariat office 6 days before the opening of the COP and one day after closure of the MOP; Meetings rooms and Secretariat offices to be installed and operational minimum 36 hours before the opening of COP9/MOP2; Daily access to participants: minimum 07:30 to 20:00 (until 22:30 in case of evening meetings), Free WIFI coverage in all rooms

Function	Description
Communication/Media	Design and implement an overall communication campaign for the conference including conceptualizing the creative idea, campaign strategy, visuals, branding and logo for the conference, adequate signage in the conference venue, booths, marketplace and exhibition setup, communication materials, dedicated conference website for delegates, photographers, videographers, media coverage and outreach, etc. (for COP9 and MOP2)
Information and support to delegates	Design and run a local website; Manage hotel reservations; Facilitate transfers by public transports from airports to hotels and hotels to conference venue; Provide Tourist information; Catering.
Visa	Manage the issuance of Visa, including invitation letters
Registration /Information Desk and Travel Desk <i>Badge issuance and Information desk</i>	Registration desk with a capacity for 10 separate lanes (6 Regions + 1 public badges + 1 media + 1 more specific lane to collect the credentials, 1 for Information/travel desk)
	2 desks for Convention Secretariat and legal officer
	3 Computers with wire access to internet
	5 photo ID cameras
	Free WIFI connection at the registration area
	1 regular laser printer
	2 phones with IDD
	1 mid-volume photocopier (60 ppm)
	Lockable cabinets
	1,500 Badge chains
	Small stationary (paper, pads, pencils, etc.)
	At least 10 local staff for registration
In front of Registration Desk:	8 tables/counters where participants will complete registration/ declaration of interest forms
Plenary Hall	Capacity to seat 1.400 persons in classroom style (alternatively: 700 persons behind tables with a second row of chairs)
<i>(Plenary room can also be used for Committee A, see below)</i>	Stage: Table to seat 8–10 persons with 10 seats behind / possibility of conversion into Davos style when necessary
	Microphones on stage: 1 per person
	Microphone for participants : minimum 1 between 2 delegates
	3 wireless microphones minimum (to be used on the podium if necessary)
	Monitors for each person on podium (alternatively: large plasma screens in front of stage)
	Large Projection screens behind stage and on each lateral side, if necessary
	Projector
	Laptop on headtable connected to the projection equipment
	6 languages interpretation booths
	Ear pieces (1.400) for 7 channels (floor + 6 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Lectum on stage
	1 table, 2 chairs and 2 laptops for two records officers

Function	Description
	Tables (min. of 3) and 3 laptops for precis writers and journal officer: 5 persons
	1x A4 Scanner
	Digital recording cabin with audio and video recording equipment, and technicians
	Audio and video records of floor and English to be provided on digital files
	Depending COP/MOP decision: Webcasting facility in 6 languages with camera crew and production capacity with player embedded in the WHO FCTC website (3 days for COP9 and 1 day for MOP2)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	2 mid-volume photocopiers (60ppm) and one scanner for handout printing
	Sufficient number of water fountains placed strategically in the room (or bottled water). Bottled water required for the stage.
Meeting room for Committee A	Capacity to seat 700 persons in classroom style (alternatively: 350 persons behind table with a second row of chairs)
	Stage: table to seat 6 persons with 6 seats behind
	Microphones on stage: (minimum 1 between 2 delegates)
	Monitors for each person on podium (alternatively: large plasma screens in front of stage)
	Microphone for participants: minimum 1 between 2 delegates
	3 wireless microphones (same as for plenary)
	Large Projection screen behind stage and on each lateral side if necessary
	Projector
	Laptop on headtable connected to the projection equipment
	1 table, 2 chairs and 1 laptop for one records officers
	1x A4 scanner
	Table (min.3) and 3 laptops for report writers and journal officers: 5 persons
	6 Languages Interpretation booths
	Ear pieces (450) for 7 channels (floor + 6 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Digital recording cabin with audio and video recording equipment, and technicians
	Audio and video records of floor and English to be provided on digital files
	Electric sockets, 1 for 3 participants
	2 mid-volume Photocopiers (60ppm) and one scanner for handout printing
	Free WIFI connection for all participants
	Sufficient number of water fountains placed strategically in the room (or bottled water)
Meeting room for Committee B	Capacity to seat 700 persons in classroom style (alternatively: 350 persons behind table with a second row of chairs)
<i>(this room can be used also for EUR meetings, see below)</i>	Stage: table to seat 6 persons with 6 seats behind
	Microphones on stage: minimum 1 between 2 delegates
	Microphone for participants: minimum 1 between 2 delegates
	3 wireless microphones
	6 Monitors on podium (alternatively: large plasma screens in front of stage)
	2 lateral large screens on each side of the room (middle of the room). Exact numbers of screens to be adjusted to the layout of the room
	Large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	1 table, 2 chairs and 1 laptop for one records officers
	Tables (min.3) and 3 laptops for report writers and journal officers: 5 persons
	1 A4 scanner

Function	Description
	6 Languages Interpretation booths
	Ear pieces (700) for 7 channels (floor + 6 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Digital recording cabin with audio and video recording equipment, and technicians
	Audio and video records of floor and English to be provided on digital files (for meetings of Committee B only)
	Electric sockets, 1 for 3 participants
	2 mid-volume Photocopiers (60ppm) and one scanner for handout printing
	Free WIFI connection for all participants
	Sufficient number of water fountains placed strategically in the room (or bottled water). Bottled water required for the stage
Informal regional meetings EUR	Capacity to seat 300 persons in classroom style (alternatively: 150 behind tables with a second row of chairs)
	Stage: table to seat 5 persons with 5 seats behind
	4 monitors on podium (alternatively 2 large plasma screens in front of stage)
	Large Projection screen behind stage and on each lateral side if necessary
	Projector
	Laptop on headtable connected to the projection equipment
	4 Languages Interpretation
	Microphones for participants: minimum 1 between 2 delegates
	Ear pieces: 300 for 5 channels (floor + 4 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains placed strategically in the room (or bottled water)
European Union Consultations (EU)	Capacity to seat 150 persons in classroom style (alternatively: 75 behind tables with a second row of chairs)
	Stage: table to seat 5 persons with 5 seats behind
	4 monitors on podium (alternatively 2 large plasma screens in front of stage)
	large Projection screen behind stage and on each lateral side if necessary
	Projector
	Laptop on headtable connected to the projection equipment
	Microphones for participants: minimum 1 between 2 delegates
	Ear pieces: 150 for 1 channels (floor) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains placed strategically in the room (or bottled water)
Informal regional meeting AFR	Capacity to seat 150 persons in classroom style (alternatively 75-100 behind tables with a second row of chairs)
	Stage: table to seat 5 persons with 5 seats behind
	3 Monitors on podium or large plasma screen in front of stage
	Large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	2 Languages Interpretation
	Microphones for participants: minimum 1 between 2 delegates
	Ear pieces: 150 for 3 channels (floor + 2 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains placed strategically in the room (or bottled water). Bottled water required for the stage

Function	Description
Informal regional meetings AMR	Capacity to seat 150 persons in classroom style (alternatively: 75-100 behind tables with a second row of chairs)
	Stage: table to seat 5 persons with 5 seats behind
	Monitors for each person on podium or large plasma screens in front of stage
	Large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	3 Languages Interpretation
	Microphones for participants: minimum 1 between 2 delegates
	Ear pieces: 150 for 4 channels (floor + 3 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains (at least 1) placed strategically in the room (or bottled water). Bottled water required for the stage
Informal regional meetings WPR	Capacity to seat 100 persons classroom style
	Stage: table to seat 5 persons with 5 seats behind
	Microphones for participants: minimum 1 between 2 delegates
	Large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	2 Languages Interpretation
	Ear pieces (100 for each room) for 3 channels (floor + 2 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains (at least 1) placed strategically in the room (or bottled water). Bottled water required for the stage
Informal regional meetings SEAR	Capacity to seat 100 persons classroom style (behind table)
	Stage: table to seat 5 persons with 5 seats behind
	Microphone for participants: minimum 1 between 2 delegates
	large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	(No Languages Interpretation for SEAR)
	Ear pieces (100) for 1 channel (floor) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Free WIFI connection for all participants
	Sufficient number of water fountains (at least 1) placed strategically in the room (or bottled water). Bottled water required for the stage
Informal regional meeting EMR	Capacity to seat 100 persons classroom style (behind table)
	Stage: table to seat 5 persons with 5 seats behind
	Microphone for participants: minimum 1 between 2 delegates
	Large Projection screen behind stage
	Projector
	Laptop on headtable connected to the projection equipment
	3 Languages Interpretation
	Ear pieces (100) for 4 channels (floor + 3 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Free WIFI connection for all participants
	Sufficient number of water fountains (at least 1) placed strategically in the room (or bottled water). Bottled water required for the stage
	Electric sockets, 1 for 3 participants
Meeting room for the Bureau of the COP/MOP	Capacity to seat 40 persons behind tables in U-style + 15 additional chairs in the room
	Projection equipment

Function	Description
	Laptop connected to projection equipment
	3 Languages Interpretation
	Videoconferencing equipment
	Microphone for participants: minimum 1 between 2 delegates
	Ear pieces (55) for 4 channels (floor + 3 languages) preferably wire connected to the sound system (infrared option to be avoided)
	Electric sockets, 1 for 3 participants
	Internet access
	Sufficient number of water fountains placed strategically in the room (or bottled water).
Meeting room for Secretariat's Coordination	same set-up as for the Bureau of the COP/MOP, see above
<i>(can be same room as for the Bureau)</i>	Interpretation not required
7 Executive offices and 5 front offices (President COP, President MOP, WHO DG, DDG, ADG, Head WHO FCTC Secretariat, RD/EUR)	Each Executive office equipped with: desk, executive chair, PC and access to internet, small printer (office of the Head and the office of the COP President and the MOP President shall be equipped with a desk phone allowing local and international calls)
	Meeting table to seat 8 persons minimum
	Front offices: 2 persons per office. Equipment for each person: see requirements for Convention Secretariat offices below
Secretariat staff : 70 (exact number to be provided in due time, around the signing of the contract)	Individual offices and smaller rooms - executive offices not included (1 for 6 pax + 4 for 3 pax + 3 for 2 pax) with maximum 6 persons in each room (alternatively in modular open space) / Office of the Governance team and of the Assistant of the Head shall be equipped with a desk phone allowing local and international calls
	For each individual Convention Secretariat staff :
	Desk and chairs (some offices with meeting table and chairs)
	Lockable drawers and cabinets
	Computer with access to internet (LAN connection and not WIFI)
	Printer (or to be shared in same office)
	5 mid volume photocopiers (60ppm): exact quantity and location to be agreed subject to layout of offices
	Waste paper basket
	Sufficient number of water fountains (at least 3) placed strategically in the corridors
Host country office and local organizer	Office space to be determined by host country
Press Briefing Room	Seating capacity: approx. 50 persons in theatre style
	Lectum, tables and chairs, podium
	Projector and screen
	Laptop connected to projection equipment
	One water fountain
	Microphones
	One water fountain
Press work area	Open space to accommodate 6-8 persons
	Electrical outlets
NGO work area	Open space to accommodate 6-8 persons
	Electrical outlets
IGO work area	Open space to accommodate 6-8 persons
	Electrical outlets
WHO work area	Open space to accommodate 6-8 persons
	Electrical outlets
	3 PCs with access to internet
	1 Printer 20 ppm
WHO Regional Advisers work area	Open space to accommodate 6 persons
	Electrical outlets
	1 Printer 20 ppm
Interpreters room	Room to accommodate at least 15 persons in board or U-shape
	Desks and chairs
	3 PCs with access to internet
	1 Printer 20 ppm

Function	Description
Printing room and storage room (copies printed approx. 325.000)	2 high volume Digital press : capacity at least 90 to 120 copies per minute, recto-verso, sorting, stapling and standard punch holing
	1 mid-volume color digital press: capacity at least 60 copies per minute, recto verso, stapling, and standard hole punch
	Printing paper in the 6 colors of the official languages of the Conference and in sufficient quantities to be specified by the Convention Secretariat
	2 Computers with LAN connection
	Desks and chairs
	Tables to collate documents
	Counter for documentation distribution.
3 Meeting rooms for bilateral/ delegations meetings	Seating capacity 20 to 30 persons: in U or square shape Screen, projector
3 Meeting rooms for bilateral/ delegations meetings	Seating capacity 5 to 10 persons: in U or square shape Screen, projector
Documentation Counter	Pigeon holes for approx. 50 documents in 6 languages
	Tables and chairs
Tablets	60–80 Tablets to Parties representatives for COP9 and MOP2
Participants' Lounge area	Comfortable area to accommodate approx. 20 persons: sofas and coffee tables (can be located in the lobby)
Prayer and Meditation room	1 room with a surface of approx. 25 sqm
	Carpet, compass, qibla
Internet Café for delegates	10 computers on standing tables
	internet connection
	Printer
Telephone	See executive offices and Secretariat staff offices above
Office photocopiers	Access to copiers at each office location, preferably multi-device functions models, with scan to email function, number to be specified based on facilities available
	Medium capacity copiers for Plenary and Committees rooms
IT equipment and Local support	See IT specifications in consultation with the Convention Secretariat
	Technical support staff 24/7 on call. IT Technicians preferably with experience in supporting international conferences: 07:30-22:00 onsite daily. IT connection adequate to allow Secretariat staff to work access their Geneva-based desktop and drives remotely, possibly via VPN connections (TBD). Working documents will be drafted on site and require electronic transfer to Geneva for translation and electronic transfer back for production.
Local transportation: airport to hotels/hotels to venue	Free-of transportation by train to The Hague Central Station, as well as back to the airport on departure.
Official cars (exact number to be communicated when the confirmation of high levels officials is confirmed)	7 official cars with drivers, in accordance with the national protocol, for use by the President of the COP, the President of the MOP, the WHO Director-General, the Regional Director EUR, the WHO Deputy Director General, the Assistant Director General and the Head of the Secretariat
Hotel accommodation and dedicated website	A choice of accommodation (1.400) to be made available to participants ranging from 3 to 5 star at negotiated rates and cancellation conditions. Host country to facilitate and manage participants' requests for hotel reservations. Accommodation will be paid for directly by participants.
	A dedicated local website to be made available to participants to facilitate hotel bookings, requests for visa, request for transfers to/from hotels, etc. (see above Communication/Media)
Local Organizing Committee	A local Organizing Committee to be established by the Government to ensure regular communication and coordination among parties. Contact details of members of the organizing committee to be provided to the Convention Secretariat.
Catering	Cocktail/ Reception for participants: to be determined by the host
	Lunches: approx. 1.400 daily (adjustable) in a buffet format and/or lunch boxes
	Coffee/tea to be available outside Plenary and/or committee rooms morning and afternoon, for approx. 700 Coffee/tea to be available for daily meetings of the Bureau, details to be confirmed by the Secretariat
Stationery	Detailed requirements to be communicated by the Convention Secretariat

Function	Description
Protocol	Experienced staff in Government, international protocol affairs to liaise with the Convention Secretariat. Contact details of Government's focal point to be provided to the Convention Secretariat
Security	Security arrangements for venue neighborhood: to be determined by Government, as required
	Security arrangements for high level segment required
	Site access: to be determined by Government, as required
	Room access: 2 security persons at each door for 10 meeting rooms at any given time.
	Social events: security arrangements to be determined by Government, as required
Local staff	See separate document on requirements for local staff and profiles.

**Annex II to the Agreement for the hosting of COP9 in the Kingdom of the Netherlands
(as at February 2020)**

ACTIVITIES	Host country additional expenses to be transferred to the Secretariat (in USD)
1. CONVENTION SECRETARIAT STAFF/SECONDEES (76) – 67%	
1.1. Travel	60.060
1.2. Perdiem with deductions (deducted accommodation/breakfast and lunches 5–19 Nov as accommodation/breakfast and lunches will be provided by the host country during the period of 5-19 Nov)	72.833
2. INTERPRETERS (70)	
2.1. Travel (cost split between COP/MOP)	
<i>Please note: Interpreters will be hired by the Secretariat to provide interpretation to both meetings namely COP9 and MOP2. The costs have been split equally between COP9 budget and MOP2 budget</i>	30.030
2.2. Perdiem (deducted accommodation/breakfast and lunches 5–19 Nov)	63.560
3. LOGISTICS	
3.1. Despatch of equipment to the venue for COP9 and MOP2	20.000
4. INVITED SPEAKERS AND HIGH-LEVEL SEGMENT	
4.1. Travel support for one invited speaker	0 ¹⁾
4.2. Travel and per diem for one VIP and one entourage per region	0 ¹⁾
5. CAMPAIGN AND MEDIA	
5.1. Communication costs to the Convention Secretariat (maintenance of website for uploading of conference documents, production of promotional material for advocacy for social media, complementary branding materials)	45.000
5.2. Six months of communication/media relations services (The adopted WP&B budgeted for \$US137 000 in extrabudgetary funds)	137.000
Sub-total	428.483
Programme Support Costs 13%	55.703
TOTAL	484.186
Optional COP9 costs for consideration by the host country	
<i>Reception approx 1.200 persons</i>	Exact local cost to be determined and covered by the host country
<i>Optional: Perdiem to low- and lower-middle income countries that are not least developed countries</i>	89.544
Sub-total	89.544
Programme Support Costs 13%	11.641
TOTAL optional costs	101.185

ACTIVITIES	Host country additional expenses to be transferred to the Secretariat (in USD)
TOTAL including optional costs	585.371
TOTAL excluding optional costs	484.186

¹⁾ In respect to 4 (Invited Speakers and High-Level Segment, 4.1 and 4.2), the host country will cover and handle all the logistics and travel arrangements for up to a maximum of 13 persons. No funds shall be transferred to the Convention Secretariat.

Annex III to the Agreement for the hosting of MOP2 in the Kingdom of the Netherlands (as at February 2020)

ACTIVITIES	Host country additional expenses to be transferred to the Secretariat (in USD)
1. CONVENTION SECRETARIAT STAFF/SECONDEES (76) – 33%	
1.1. Perdiem with deductions (deducted accommodation/breakfast and lunches 5–19 Nov as accommodation/breakfast and lunches will be provided by the host country during the period of 5–19 Nov)	35.873
2. INTERPRETERS (42)	
2.1. Travel	
<i>Please note: Interpreters will be hired by the Secretariat to provide interpretation to both meetings namely COP9 and MOP2. The costs have been split equally between COP9 budget and MOP2 budget</i>	30.030
2.2. Perdiem (deducted accommodation/breakfast and lunches 5–19 Nov/ Accommodation/breakfast and lunches will be provided by the host country 5-19 Nov)	26.796
3. CAMPAIGN AND MEDIA	
3.1. Communication costs to the Convention Secretariat (maintenance of website for uploading of conference documents, production of promotional material for advocacy for social media, complementary branding materials)	40.000
3.2. Six months of communication/media relations services (The adopted WP&B budgeted for USD 13,700 in extrabudgetary funds)	13.700
Sub-total	146.399
Programme Support Costs 13%	19.032
TOTAL	165.431
Optional MOP2 costs for consideration by the host country	
<i>Reception approx. 800 persons</i>	Exact local cost to be determined and covered by the host country
<i>Optional: Perdiem to low- and lower-middle income countries that are not least developed countries</i>	10.496
Sub-total	10.496
Programme Support Costs 13%	1.364
TOTAL optional costs	11.860
TOTAL including optional costs	177.291
TOTAL excluding optional costs	165.431

D. PARLEMENT

Het Verdrag, met Bijlagen, 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 Bijlagen, zijn ingevolge artikel XVIII, vierde lid, van het Verdrag op 12 maart 2020 in werking getreden.

Het Verdrag, met Bijlagen, zal ingevolge diezelfde bepaling niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het Verdrag, met Bijlagen, 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 Verdrag, met Bijlagen, zal zijn bekendgemaakt in Nederland (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de zesde april 2020.

De Minister van Buitenlandse Zaken,

S.A. BLOK