AGREEMENT

BETWEEN

THE WORLD TOURISM ORGANIZATION (UNWTO)

AND

THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA

FOR THE HOLDING OF THE 3RD UNWTO GLOBAL CONFERENCE ON WINE TOURISM

Relating to the holding/hosting of the 3rd UNWTO Global Conference on Wine Tourism (hereinafter, the Conference in the Republic of Moldova) in 2018 by the Government of the Republic of Moldova,

Whereas the World Tourism Organization (hereinafter referred to as "UNWTO"), represented by its Secretary-General, Mr. Zurab Pololikashvili, is a specialized agency of the United Nations and the leading public international organization in the field of tourism, with a membership encompassing 165 countries and territories and more than 500 Affiliate Members representing the private sector, educational institutions, tourism associations and local tourism authorities,

Whereas the Government of the Republic of Moldova (hereinafter, the Government), duly represented by its Ambassador of the Republic of Moldova in Spain, Ms. Violeta Agrici, is interested in hosting the 3rd UNWTO Global Conference on Wine Tourism,

Whereas UNWTO wishes to conduct the 3rd UNWTO Global Conference on Wine Tourism to contribute to the development of wine tourism worldwide 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 UNWTO and the Government of the Republic of Moldova to attend the Conference. The 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 entered into force on 2 January 1975, 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, the "Convention") adopted by the seventeenth General Assembly through resolution 545 (XVII) shall be applicable in respect of the Conference.

4. Participants 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 Republic of Moldova. 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, requesting them a minimum one month before the Conference.

6. The Secretary-General of UNWTO 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. UNWTO'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, facilities and courtesies 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 the Republic of Moldova in September, 2018.

2. The Government shall provide the UNWTO 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, listed in Annex ll, 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 UNWTO 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 3rd UNWTO Global Conference on Wine Tourism, 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 shall be attached as an Annex to this Agreement and duly accepted by both parties.

7. Any use of the name and/or emblem, flag or abbreviation of the name of UNWTO in connection with the Conference shall be subject to prior request to the UNWTO and written authorization from the 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 settled by 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. This Agreement shall enter into force on the date on which the Secretary General of the UNWTO receives the notification on the completion by the Republic of Moldova the necessary internal procedures. Such notification shall not be received later than two weeks before the date of the Conference. The Government will inform UNWTO forthwith in case of any delay in the completion of the process.

Done in Madrid, on 20 April 2018 in English.

For the World Tourism Organization	For the Government of the Republic Moldova
.....	.....
Mr. Zurab Pololikashvili Secretary-General	Ms. Violeta Agrici Ambassador Extraordinary and Plenipotentiary Republic of Moldova in Spain

ANNEX I

FACILITIES AND SERVICES TO BE PROVIDED FOR THE HOLDING OF THE "3rd UNWTO Global Conference on Wine Tourism"

I. FACILITIES AND SERVICES TO BE PROVIDED BY THE GOVERNMENT

a. PREMISES AND EQUIPMENT

i. Equipped spaces in up to 4 different venues related to wine tourism(to be determined) where the Conference sessions will be held adhering to the following conditions:

ii. Capacity: All four spaces shall have a capacity for approximately 300 people.

iii. Format: Central platform from which the moderator and panelists will speak. The format is meant to be completely interactive.

The spaces will meet the following technical requirements and providing the following equipment:

A rectangular central platform (the tables will be arranged around the platform)
15 Wireless microphones
10 lapel microphones
10 headband microphones
Translation booths (English/local language) during inaugural session and closing
Seating for all participants
Recording of the event
15 tables with a maximum capacity of 15 people

II. An office for UNWTO officials at the main hotel, equipped as follows:

Desks
2 computers with Wi-Fi
A color printer
A photocopy machine
A scanner
An international telephone line

III. A space for up to 50 people to host a UNWTO Gastronomy Network Meeting prior to the event equipped as follows:

a. 2 microphones
b. Projector and screen

IV. Printing of all the documents and material provided by UNWTO

V. A registration desk located at each of the designated hotels with bilingual staff providing documents and information

VI. Signage of the event

VII. Wi-Fi service for all attendees in all spaces where the sessions are held

VIII. LOCAL STAFF RESPONSIBLE TO UNWTO

a. 3 bilingual assistants to take care of on-site registration at the hotels of the participants and to provide information, with a good knowledge of the two languages of the Conference (English and local language)

IX. A minimum of 10 bilingual assistants throughout the Conference

a. 2 technicians, responsible for the audio-visual equipment and recording, available at all times, with a good knowledge of English and local language

X. Photographer: Available throughout the Conference (specifically the Opening and the Closing) and the social events, as necessary.

XI. Video-recording Personnel: To record the opening and closing of the Conference as well as various clips of the Sessions throughout the duration of the Conference.

XII. SERVICES TO BE PROVIDED TO UNWTO OFFICIALS, SPEAKERS AND PARTICIPANTS

i. UNWTO Officials

a. International roundtrip airfare (business class) for UNWTO Secretary General
b. International roundtrip airfare for 5 UNWTO officials
c. Accommodation with breakfast for 5 UNWTO officials
d. Transfers to/from hotel/conference/airport/activities
e. Car for the Secretary General during the duration of the stay
f. Car for UNWTO Staff with at least 6 seats during the duration of the Conference
g. Air transport, accommodation with breakfast for 2 UNWTO technical collaborators
h. For the preliminary visit to discuss/coordinate the organization of the Conference (approx.6 months before): international roundtrip airfares, accommodation, meals and transfers for 2 UNWTO officials.

ii. Speakers and experts

a. International roundtrip airfare for 8 international speakers
b. Accommodation with breakfast for 8 international speakers
c. Airfare and accommodation with breakfast for 2 experts selected by UNWTO
d. Accommodation with breakfast for 7 local speakers
e. Transfers to/from hotel/conference/airport/activities

XIII. All participants

a. Transfers to/from hotel/conference/airport/activities

OTHER SERVICES

b. The Government shall provide the following services:

XIV. Printing: Printing of the Conference programme, the banner and any other Conference related material that may be necessary designed by UNWTO.

XV. Promotion: Promotion of the Conference in the national, regional and local institutions, companies, universities.

XVI. Hospitality

XVII. Lunch prior to the event for speakers and Gastronomy Network participants

XVIII. Gala Dinner (for free) for all registered participants, government authorities, speakers, organizing committee and UNWTO officials

XIX. Lunches (for free) and dinners for the participants, government authorities, speakers, organizing committee and UNWTO officials during the sessions.

XX. Coffee-tea-water Service (for free) for each of the Conference recesses.

XXI. Registration: Participants should register through a specific Conference website

XXII. Accommodation:

XXIII. Hotel rooms: Blocking of a sufficient number of rooms at reduced rates for the participants in the main hotel and also in alternative hotels nearby rated in different categories (covering 3, 4 and 5 stars)

XXIV. Reservations: The Hotel Reservations should be handled by the Host country based on the registration.

XXV. Transfers: They should be arranged by the Host Country for all participants

XXVI. Social programme and technical visits should be organized by the Host country

SERVICES TO BE PROVIDED BY UNWTO

XXVII. PARTICIPATION IN THE CONFERENCE

a. UNWTO shall send invitations to the Members as well as the corresponding reminders, to ensure the highest possible level of participation.

b. UNWTO shall disseminate among the Members the necessary information on the venue to facilitate their attendance in optimal conditions.

c. UNWTO will prepare a provisional list of participants that will be distributed at the beginning of the Conference.

d. UNWTO shall regularly coordinate with the Host country information received on the participants.

e. UNWTO will hire 1 specialist in wine tourism/food tourism as a Technical Collaborator prepare the conclusions of the event

f. UNWTO will hire 1 Technical Collaborator from the Gastronomy Network´s Committee of Experts to coordinate the contents and logistics of the event.

LOGISTICS OF THE MEETING AND SEMINAR

XXVIII. UNWTO shall coordinate with the Host country the logistics of the Conference

XXIX. UNWTO will send (approximately six months before the Conference) 2 UNWTO officials to the Conference venues for a preliminary visit, in order to assist in the coordination of the arrangements for the Conference, the accommodation of the participants and the social programme, as well as to establish working contact with the organizers.

XXX. UNWTO will manage and monitor the online registration of the participants through a specific area of its website

XXXI. UNWTO will forward all logistical information related to the meetings and the stay (programmes, transfers, activities, etc.) to the participants.

CONTENTS

XXXII. UNWTO shall structure the Programme of the Conference in coordination with the Host Country and the Gastronomy Network´s committee of experts.

XXXIII. Selection and briefing of the international speakers.

DOCUMENTATION

XXXIV. UNWTO will provide the design of all the documents, banners, etc. The Host country will be responsible for the printing of the documents.

XXXV. The videos and pictures taken at the meetings are the sole property of UNWTO, which will use them exclusively for official purposes.