

E105053

AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE SECRETARIAT OF
THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE
REGARDING THE ELEVENTH SESSION OF THE CONFERENCE OF THE PARTIES TO THE
UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE AND THE FIRST
SESSION OF THE CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF THE
PARTIES TO THE KYOTO PROTOCOL

THE GOVERNMENT OF CANADA AND THE SECRETARIAT OF THE UNITED NATIONS
FRAMEWORK CONVENTION ON CLIMATE CHANGE,

RECALLING General Assembly resolution A/RES/40/243 of 18 December 1985 regarding
conferences held away from United Nations Headquarters locations;

WHEREAS the Conference of the Parties to the United Nations Framework Convention on Climate
Change (the Convention) at its tenth session requested the Bureau to consider offers to host the
eleventh session of the Conference of the Parties and the first session of the Conference of the
Parties serving as the meeting of the Parties to the Kyoto Protocol (the Conference), based on an
assessment by the Secretariat of the Convention and the Kyoto Protocol (the Secretariat), and to take
the necessary decisions in light of General Assembly resolution 40/243;

WHEREAS the Bureau, as requested by the Conference of the Parties and on the basis of a report
presented by the Executive Secretary of the Secretariat (the Executive Secretary), decided at its
meeting on 16 February 2005 to accept the generous offer of the Government of Canada (the
Government) and that the Conference should be held in Montreal, Canada at the Palais des Congrès
de Montréal, from 28 November to 9 December 2005;

BEARING IN MIND the need to provide facilities that are environmentally sound and in accordance
with the ideals espoused by the Convention and its Kyoto Protocol (the Protocol);

AGREE as follows:

ARTICLE 1

Date and place of the Conference

The Conference shall be held in Montréal, Canada, at the Palais des Congrès de Montréal, from 28
November to 9 December 2005, inclusive.

ARTICLE 2

Attendance at the Conference

1. In accordance with the provisions of the Convention and the Protocol, the Conference shall be
open to:

(a) Representatives of the Parties to the Convention and the Parties to the Protocol;

(b) Representatives of observer States referred to in Article 7, paragraph 6, of the
Convention and Article 13, paragraph 8, of the Protocol;

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

- (d) Representatives of the observer organizations referred to in Article 7, paragraph 6, of the Convention and Article 13, paragraph 8, of the Protocol;
 - (e) Other persons invited by the Secretariat.
2. The Executive Secretary of the Secretariat shall designate officials of the Secretariat assigned to attend the Conference and the meeting for the purpose of servicing it.
 3. Access to the sessions shall be provided to media representatives accredited to the Conference.

ARTICLE 3

Premises, equipment and utilities

1. The Government shall, at no cost to the Secretariat, provide such conference space and facilities at the Palais des Congrès de Montréal as are necessary for the holding of the Conference and pre-session meetings as specified in Annex I to the present Agreement.
2. The Government shall, at no cost to the Secretariat, provide adequate office space to the Secretariat to carry out its functions as specified in Annex I to the present Agreement.
3. The Government shall ensure that the conference facilities allow the Parties to the Convention to conduct their work in the six official languages of the United Nations. They shall be equipped as specified in Annex I to the present Agreement.
4. The Government shall, at its expense, adequately furnish and equip all rooms referred to in paragraphs 1 and 2 above, as specified in Annex II to the present Agreement.
5. The Government shall, at no cost to the Secretariat, for the duration of the Conference, maintain in good repair the rooms and the equipment specified in Annexes I and II to the present Agreement.
6. The Government shall provide information and communication technology and Internet connectivity required for the Conference, as specified in Annex II to the present Agreement. The design of the conference computer network and the distribution of the hardware and software will be overseen by the Secretariat.
7. The Government shall bear the cost of all necessary utility services, such as water, electricity and Internet services at the conference premises and the communications of the Secretariat by telephone, telefax or mail, when such communications are authorized by the Executive Secretary or the person so authorized. The Government shall make every effort to ensure a stable and uninterrupted power supply in the conference premises.
8. The Government shall bear all transport costs, insurance charges and related expenses for the shipment, from any established United Nations offices, to the site of the Conference, and its return, of all supplies and equipment required for the adequate functioning of the Conference. The Secretariat, in consultation with the Government, shall determine the mode of shipment of such equipment and supplies. The Government may alternatively provide, in consultation with the Secretariat, equivalent equipment at the conference venue.
9. The Government shall install and make available, at no cost to the Secretariat, facilities for media representatives for the coverage of the proceedings of the Conference, as specified in Annex III to the present Agreement. The Government shall appoint a Host Government Media Liaison Officer who will assist and liaise with the Press/Media Officer designated by the Secretariat in

coordinating the media facilities and services for the Conference.

ARTICLE 4

Availability of the premises

1. The premises referred to in Article 3, paragraphs 1 and 2, shall be furnished, fully equipped and ready for use by the Secretariat not less than 48 hours prior to the opening of the Conference and for 24 hours after the closing of the Conference for the preparation and settlement of all matters connected with the Conference.
2. The premises referred to in Article 3, paragraphs 1 and 2, shall be handed over to the authority of the Secretariat 24 hours prior to the opening of the Conference and shall remain under the authority and control and responsibility of the Secretariat as specified in Article 9, paragraph 5, until the closing of the Conference.
3. The premises referred to in Article 3, paragraphs 1 and 2, shall remain at the disposal of the Secretariat 24 hours a day throughout the duration of the Conference.
4. The Government shall make available an area to be used for registration seven days prior to the beginning of the Conference. In addition, the Government shall make available an area in the conference centre to be used as a server room for the computer equipment described in Annex II of the present Agreement three weeks prior to the beginning of the Conference.
5. The Government shall make available adequate office space for the core conference team two weeks prior to the beginning of the Conference, as specified in Annex I to the present Agreement.
6. The Government shall ensure that lockable storage space is available in the conference centre for the storage of goods related to the Conference two weeks prior to its commencement. The Government shall ensure that the conference centre makes arrangements for the storage of goods related to the Conference or shall make available alternative storage space until the premises are handed over to the authority of the Secretariat as specified in paragraph 2 above. The Government shall appoint a Transport Liaison Officer who will liaise with a Transport Liaison Officer designated by the Executive Secretary, so as to ensure proper shipment of goods related to the holding of the Conference.

ARTICLE 5

Other services and facilities

1. The Government shall provide adequate medical facilities with English and French-speaking (bilingual) personnel for first aid in emergencies within the conference area. Immediate access and admission to hospital will be assured by the Government whenever required by participants in the Conference, and the necessary transport shall be constantly available on-call.
2. The Secretariat shall designate a bank with which the United Nations will conduct business for the necessary financial transactions to enable the Secretariat to perform all necessary administrative functions related to the Conference. The Government shall also ensure that banking facilities are available within the vicinity of the conference area for the duration of the Conference.
3. The Government shall ensure availability, within the vicinity of the conference area, of a post office, a travel agency, catering facilities and a service centre with telephone, telefax and photocopying facilities. All these services shall be made available to all Conference participants on a commercial basis and shall be equipped and operated in consultation with the Secretariat. Other

services to be provided to Conference participants shall be agreed upon in consultation with the Secretariat.

4. The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for Conference participants.

5. The Government shall ensure the availability of adequate public or private transportation on a reasonable commercial basis for all Conference participants and United Nations officials to and from the airport before, during and after the Conference, as well as transportation to and from the principal hotels and the conference premises for the duration of the Conference.

6. During the Conference the Government, in consultation with the Secretariat, shall provide at its expense and available on a 24-hour basis, one car and shall facilitate, as needed, transport for the use by the Secretariat and other United Nations officials indicated by the Executive Secretary.

ARTICLE 6

Conference communications, web sites and outreach activities

1. In all public information and Conference-related materials, and in media and press releases and briefings related to the Conference, the Government shall use the officially recognized name or names of the Convention and of the meetings of the Convention, as specified in Annex V to the present Agreement.

2. In public and Conference information materials, internal and external broadcast transmissions, and podium arrangements related to the meeting, the Government shall display the official logos of the United Nations and the Convention. The official logos of the United Nations and the Convention may be reproduced in colour, according to the specifications provided by the Secretariat, or in black and white. The name of the Government and the official logo of the Conference may also be used in addition to the names and logos of the United Nations and the Convention in all Conference-related public information materials and in press releases and briefings.

3. The United Nations flag shall be prominently displayed at the entrance to the conference premises from the opening day of the Conference until its end, in accordance with United Nations practice, and may be displayed at other designated places as agreed by the Government and the Secretariat.

4. If the Government wishes to design and display a Conference logo and/or other graphic or decorative elements, the Government and the Secretariat shall agree upon the design and method of display of such marks or elements in advance of the Conference.

5. All official information concerning the sessions of the Convention bodies will be made available on the Secretariat web site at: <http://www.unfccc.int>. The Government shall also provide Internet and web site information and services, including webcasting of plenary sessions live and on-demand, as agreed with the Secretariat.

6. The Secretariat and the Government shall agree on the design of activities during the Conference related to education and public awareness, such as those for local non-governmental organizations, media or outreach to the local community.

ARTICLE 7

Local personnel

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the Secretariat and shall be responsible, in consultation with the Executive Secretary or the person so designated, for carrying out the administrative and personnel arrangements for the Conference as required under this Agreement.
2. The Government shall engage and provide, at its expense, and place under the supervision of the Executive Secretary or the person so designated, the local personnel required in addition to the staff of the Secretariat, as specified in Annex IV to the present Agreement.
3. The Government shall ensure that local staff referenced in paragraph 2 above will be available for work throughout the entire period of the Conference.
4. The Government shall, at the request of the Executive Secretary or the person so designated, arrange for such numbers of local staff referenced in paragraph 2 above as may be required by the Secretariat :
 - (a) To be available for a period, as agreed with the Secretariat, before the opening and after the closing of the Conference;
 - (b) To be available in order to maintain night services.

ARTICLE 8

Police protection

1. The Government shall furnish, at its expense, such police protection as may be required to ensure the efficient functioning of the Conference. While such police service shall be under the direct supervision and control of a senior officer to be designated by the Government, he or she shall work in close cooperation with the Security Liaison Officer designated by the Secretariat for this purpose, so as to ensure a proper atmosphere of security and tranquillity.
2. Security within the conference premises shall be under the control and the responsibility of the Secretariat, while the security outside the conference premises shall be under the control and the responsibility of the Government. The parameters of these two security zones shall be clearly defined by the Government and the Secretariat before the premises are handed over to the authority of the Secretariat.
3. The Government shall provide security equipment at no cost to the Secretariat and as specified in Annex II to the present Agreement.

ARTICLE 9

Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (the General Convention), to which Canada is a Party, shall be applicable, *mutatis mutandis*, in respect to the Conference. In particular, the representatives of the Parties to the Convention and the Parties to the Protocol shall enjoy the privileges and immunities provided under Article IV of the General Convention, the officials of the Secretariat and other United Nations officials performing functions in connection with the Conference shall enjoy the privileges and immunities provided under Articles V and VII of the General Convention, and any experts on missions in connection with the Conference shall enjoy the privileges and immunities provided under Articles VI and VII of the General Convention.

2. The General Convention shall be applicable, *mutatis mutandis*, to the representatives of the International Atomic Energy Agency to the extent provided under the Agreement on the Privileges and Immunities of the International Atomic Energy Agency and, in cases where Canada has a specific treaty obligation to grant such privileges and immunities, to the representatives of specialized agencies to the extent provided under such treaty, as appropriate.
3. All the persons under paragraphs 1 and 2 of this Article who shall enjoy the privileges and immunities provided under Article IV or V of the General Convention shall have the right of entry into and exit from Canada, and no impediment shall be imposed on their transit to and from the Conference area. Visas and entry permits, where required, shall be granted as expeditiously as possible, provided that the general conditions regarding entry are fulfilled, such as overriding requirements of national security applicable in individual cases, irrespective of nationality. The temporary resident visa or entry permit application of any other person seeking to enter Canada for the purpose of attending the Conference shall be processed expeditiously. The representatives, officials, experts and any other person who is seeking to enter Canada for the purpose of attending the Conference shall not be required to pay the cost recovery fees for processing an application for a temporary resident visa application. The Government shall appoint an official who shall act as liaison officer between the Government and the Secretariat and shall be responsible for liaising with the Government department responsible for issuing the temporary resident visas or entry permits.
4. The conference premises and access shall be subject to the authority, control and responsibility of the Secretariat with assistance from the Government and shall be inviolable for the duration of the Conference, as specified in Article 4, paragraph 2, above. The premises specified in Article 3 above shall enjoy, *mutatis mutandis*, the inviolability of the premises of the United Nations provided under Article II of the General Convention for the duration of the Conference. The competent authorities shall not enter the conference premises to perform official duty except with the express consent, or at the request of, the Executive Secretary. The Executive Secretary will expeditiously provide consent in case of emergencies requiring prompt protective action.
5. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment necessary for the Conference, including written, audio, video, photographic and other technical equipment accompanying, shipped or dispatched by participants, observers and media representatives, and shall, if necessary, promptly issue any necessary import and export permits for this purpose. The Government shall ensure that a system for speedy clearance of these items for the Conference is in place.

ARTICLE 10

Financial arrangements

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Montréal rather than in Bonn. Such costs, which are provisionally estimated to be United States dollars two million, three hundred and thirty-six thousand, nine hundred and thirty-one (USD 2,336,931) shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the officials of the Secretariat and other United Nations officials assigned to plan for, or attend, the Conference (see Annex VI) as well as the costs of preparatory technical missions required to plan for the Conference, the cost of shipment of equipment and supplies not readily available locally, in accordance with Article 3, paragraph 5, and, as appropriate, Annex II. The arrangements for the travel of and the actual payment of the entitlements for the officials of the Secretariat and other officials of the United Nations required to plan for or service the Conference shall then be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standards, baggage allowances, subsistence payments and terminal expenses.

2. The Government shall promptly deposit with the Secretariat the sum of United States dollars two million, three hundred and thirty-six thousand, nine hundred and thirty-one (USD 2,336,931), representing the total estimated costs referred to in paragraph 1, and as detailed in Annex VI. If necessary, the Government shall make further advances as requested by the Secretariat so that the latter will not at any time be required to finance temporarily from its cash resources the costs that are the responsibility of the Government.
3. The deposit and the advances required by paragraph 2 shall be used only to pay the obligations of the Secretariat in respect of the Conference.
4. All amounts paid by the Government to the Secretariat pursuant to the present Article shall be deposited by wire transfer to the following account:

Bank:	JP Morgan Chase Bank International Agencies Banking 17th floor 1166 Avenue of the Americas New York, NY 10036-2708 United States of America
Account number:	485 001802
Account name:	United Nations Geneva General Fund
SWIFT code:	CHAS US 33
ABA routing number:	021 000 021 (US code for electronic transfers)
Specifying credit for:	UNFCCC special account for the preparation of COP 11

5. The Secretariat will retain an amount equal to five per cent of the actual expenditures paid under the present Article in order to cover its administrative support costs.
6. After the Conference, the Secretariat shall provide to the Government a detailed set of accounts showing the actual additional costs incurred by the Secretariat and to be borne by the Government pursuant to paragraph 1 of the present Article. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. The Secretariat, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent from the amounts deposited or advanced by the Government. Should the actual additional costs exceed the deposit and advances, the Government shall remit the outstanding balance within two months of the receipt of the detailed accounts. The final accounts shall be subject to audit, as provided in the Financial Regulations and Rules of the United Nations, and the final adjustments of accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the Secretariat and the Government.

ARTICLE 11

Liability

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

- (a) Injury to persons, or damage to or loss of property, in the premises referred to in Article 3 that are provided by, or are under the control of, the Government;
- (b) Injury to persons, or damage to or loss of property, caused by, or incurred in using, the transport services referred to in paragraphs 5 and 6 of Article 5 that are provided by, or are under the control of, the Government;
- (c) The employment for the Conference of the personnel provided or arranged by the Government under Article 7.

2. The Government shall indemnify and hold harmless the Secretariat, the United Nations and their officials in respect of any such action, claim or other demand, except where it is agreed by the Secretariat, the United Nations and the Government that the claim or liability arises from the gross negligence or wilful misconduct on the part of the personnel of the Secretariat or the officials of the United Nations.

ARTICLE 12

Settlement of disputes

Any dispute between the Secretariat and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred, at the request of either party, for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the Chairman, 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 agree on the third arbitrator within 60 days of their appointment, the Secretary-General of the Permanent Court of Arbitration may make any necessary appointments at the request of either party. The arbitral proceedings shall be conducted in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States in force at the date of this Agreement, provided, however, any such dispute that involves a question relating to the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

ARTICLE 13

Annexes

The Annexes to this Agreement shall form an integral part hereof and, unless expressly provided otherwise, a reference to this Agreement constitutes, at the same time, a reference to any Annex hereto. The exact numbers of items listed in the Annexes may be subject to minor modifications in the period immediately before the Conference, but will not vary by more than five per cent of the quantity specified in the Annexes.

ARTICLE 14

Final provisions

1. This Agreement may be modified by written agreement between the Secretariat and the Government.
2. This Agreement shall enter into force on the date of signature and shall remain in force for the duration of the Conference and for a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

IN WITNESS whereof the undersigned, being duly authorized to that effect, have signed this Agreement.

DONE in Montreal, on the 26th day of November 2005, in two originals, in the English and French languages, both of which are equally authentic.

Stéphane Dion

FOR THE GOVERNMENT OF CANADA

Richard Kinley

FOR THE SECRETARIAT OF THE UNITED NATIONS
FRAMEWORK CONVENTION ON CLIMATE CHANGE

ANNEX I

Premises

1. Conference rooms: (Space requirement 16,000 m² for all rooms, incl. two plenary halls)
 - (a) One conference room (Plenary I) with a minimum capacity of 1,176 seats (550 seats at tables, 386 adviser seats, 240 overflow seats), a podium (at least 9 seats at table and 9 adviser seats), Conference Officer's area next t