#### No. 48092

## United Nations and Qatar

Exchange of letters constituting an agreement between the United Nations and the Government of Qatar concerning the organization of the 2011 Economic and Social Council Annual Ministerial Review (AMR) Regional Ministerial Meeting on "Innovative approaches to reach women, girls and the marginalized in the Arab region", to be held in Doha, Qatar, on 9 December 2010, in conjunction with the World Innovation Summit for Education. New York, 3 December 2010 and 8 December 2010

Entry into force: 8 December 2010, in accordance with paragraph 14

**Authentic text:** *English* 

Registration with the Secretariat of the United Nations: ex officio, 8 December 2010

## Organisation des Nations Unies et Oatar

Échange de lettres constituant un accord entre l'Organisation des Nations Unies et le Gouvernement du Qatar relatif à l'organisation de la Réunion ministérielle régionale de l'examen ministériel annuel (EMA) du Conseil économique et social de 2011 portant sur « Les approches novatrices pour atteindre les femmes, les filles et les marginalisés dans la région arabe », devant se tenir à Doha (Qatar) le 9 décembre 2010, en marge du sommet Sommet mondial de l'innovation pour l'éducation. New York, 3 décembre 2010 et 8 décembre 2010

Entrée en vigueur : 8 décembre 2010, conformément au paragraphe 14

Texte authentique: anglais

Enregistrement auprès du Secrétariat des Nations Unies: d'office, 8 décembre 2010

[ ENGLISH TEXT – TEXTE ANGLAIS ]

I

# United Nations Wations Unies

OFFICE OF THE UNDER-SECRETARY-GENERAL
DEPARTMENT OF ECONOMIC AND SOCIAL AFFAIRS (DESA)

REFERENCE: DESA/10-3519

3 December 2010

#### Excellency,

- 1. I have the honour to refer to the arrangements concerning the organization of the 2011 Economic and Social Council Annual Ministerial Review (AMR) Regional Ministerial Meeting on "Innovative approaches to reach women, girls and the marginalized in the Arab region" (hereinafter referred to as "the Meeting"). The Meeting will be held at the Sheraton Doha Resort and Convention Hotel in Doha, Qatar on 9 December 2010, in conjunction with the World Innovation Summit for Education (hereinafter referred to as "the Summit").
- 2. The Meeting is being held within the scope of the General Assembly resolutions 60/265 and 61/16, and will be convened by the United Nations represented by the Department of Economic and Social Affairs (UN DESA) and the United Nations Children's Fund (UNICEF) (hereinafter referred to as "the United Nations"), in cooperation with the Government of Qatar, represented by the Ministry of Foreign Affairs, (hereinafter referred to as "the Government"). The Meeting will be conducted in cooperation with the United Nations Educational, Scientific and Cultural Organization (UNESCO).

With the present letter, I wish to obtain your Government's acceptance of the following:

- 3. The Meeting will be attended by the following participants:
  - Seventy to eighty government representatives from countries of the Arab region attending the Summit;
  - (b) The President of the Economic and Social Council (ECOSOC);
  - (c) Four officials from UN DESA; and
  - (d) Sixty to seventy representatives of other multilateral institutions, civil society and the private sector attending the Summit; and

H.E. Mr. Nassir Abdulaziz Al-Nasser Ambassador Extraordinary and Plenipotentiary Permanent Representative of Qatar to the United Nations New York

Published as submitted - Publié tel que soumis.

- 4. The total number of participants will be between 140 and 160. The list of participants will be determined by the United Nations in consultation with the Government.
- 5. The Meeting will be conducted in English, with Arabic interpretation.
- 6. The United Nations will be responsible for the following:
  - (a) Providing substantive support before and during the meeting, in cooperation with UNESCO and UNICEF, including the invitation process for participants and panelists, preparation of briefing files for delegates, providing guidance to panelists and moderators, note-taking, and preparation of a draft summary of the proceedings with key messages to be presented by the Minister of Qatar at the 2011 AMR session in July 2011 in Geneva; and
  - (b) Preparing the necessary substantive documentation, i.e. a background note and the report of the Meeting, in cooperation with UNESCO and UNICEF.
- 7. The Government will be responsible for the following:
  - (a) Providing funding for travel and accommodation for the ECOSOC President specified in sub-paragraph 3(b), and the four UN DESA staff specified in sub-paragraph 3(c);
  - (b) Providing funding for a working luncheon for Ministers and heads of Delegation (up to 60 participants) on 9 December 2010, at the Sheraton Hotel, Doha, including the cost of room, buffet lunch and interpretation services;
  - (c) Providing local logistics and organizational services in support of the Meeting, including making hotel and transportation arrangements; and
  - (d) Providing security at the conference venue.
- 8. The funding of participants in sub-paragraphs 3(a) and 3(d) will be met by their respective organizations.
- All facilities will be arranged through consultation between the United Nations and the Government.
- 10. I wish to propose that the following terms shall apply to the Meeting:
  - (a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as "the Convention"), to which the Government is a party shall be applicable in respect of the Meeting. In particular, representatives of States participating in the Meeting shall enjoy privileges and immunities provided under Article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Article VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting shall be

- accorded the privileges and immunities provide under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;
- (b) Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;
- (c) Personnel provided by the Government pursuant to the Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting;
- (d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Qatar. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Meeting, visas shall be granted not later then two weeks before the opening of the Meeting. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later then three days before the opening of the Meeting. Arrangements shall also be made to ensure that visas for the duration of the Meeting are delivered at the airport of arrival to those participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later then three days before the closing of the Meeting.
- 11. The Government shall, at its expense, provide such police protection as may be required to ensure the safety of the participants and the effective functioning of the Meeting with appropriate security and free from interference of any kind. While such police protection shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.
- 12. It is further understood that the Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials arising out of:
  - Injury to persons or damage to or loss of property in conference room or office premises provided for the Meeting;
  - (b) Injury to persons or damage to or loss of property caused by or incurred in using any transport services that are provided for the Meeting by or under the control of the Government;
  - The employment for the Meeting of personnel provided or arranged for by the Government;

and the Government shall indemnify and hold the United Nations and its officials harmless in respect of any such action, claim or other demand.

13. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the

parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairperson, by the other two arbitrators. If either party does not appoint within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nominations of the second one of them appoint the Chairperson, then such arbitrator shall be nominated by the President of the International Court if Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Qatar regarding the hosting of the 2011 Economic and Social Council Annual Ministerial Review (AMR) Regional Ministerial Meeting on "Using Innovative Approaches in Education to Reach the Unreached" to be held on 9 December 2010, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

> Sha Zukang nder-Secretary-General

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