Paris, 10 April 2015

Mr Ryabinin,

I have the honour to refer to your letter, relating to an Agreement between the Kingdom of the Netherlands, on behalf of Sint Maarten, and the United Nations Educational, Scientific and Cultural organization (UNESCO) concerning the tenth Session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-X), which is scheduled to be held in Philipsburg, Sint Maarten, from 19 to 21 May 2015 (hereunder the “Meeting”), which reads as follows:

“Sir,

I have the honour to refer to the kind offer made by the Government of Sint Maarten, made through its representative at the ICG/CARIBE EWS-IX Session in St Thomas, US Virgin Islands, to host the tenth session of the Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-X) of Intergovernmental Oceanographic Commission (IOC) in Sint Maarten (hereunder referred to as the “Meeting”). I wish to express once again my sincere thanks to the Government of Sint Maarten for this offer, which I accept on behalf of UNESCO.

Whereas the UNESCO aims to promote international collaboration on the assessment and monitoring of global changes and natural hazards, including droughts and floods and geohazards, as well as tsunamis, as indicated in the 37 C/4 Medium Term Strategy (2014-2021) approved by the 37th General Conference of UNESCO,

Whereas the ICG/CARIBE EWS is a subsidiary body established by the IOC Assembly at its 23rd session (2005) (Resolution XXIII.13),

With the present letter, I wish to obtain acceptance of the following:

ARTICLE I

Purpose

The main purpose of the present Agreement is to establish the terms of cooperation between UNESCO and the Kingdom of the Netherlands, on behalf of Sint Maarten, (hereinafter jointly referred to as “the Parties”) concerning the arrangements to be made for the Meeting.

ARTICLE II

Date and Place of the Session

The Meeting shall be held in Philipsburg, Sint Maarten, under the auspices of the Sint Maarten Fire Department, from 19 to 21 May 2015.
ARTICLE III
Principles

The Parties enter into this Agreement following principles that are founded in respect, mutual goodwill, accord each other all reasonable co-operation and assistance as may be expected between institutions committed to the highest standards of scientific research.

ARTICLE IV
Participation

1. In conformity with the terms of reference of the ICG/CARIBE (Annex 2 to Resolution XXIII-13), the chief participants of this Meeting shall be representatives of the IOC Member States from the Caribbean and Adjacent Regions.

2. In conformity with the terms of reference of the ICG/CARIBE (Annex 2 to Resolution XXIII-13), observers to this Meeting shall include:
   a. Other IOC Member States
   b. Organizations (including NGOs), programmes and projects, who are invited in accordance with the IOC rules of procedure.

3. In addition, in conformity with Article 6, paragraph C.10, of the Statutes of the IOC, the following persons shall be invited to participate, without the right to vote:
   a. Representatives of Member States of organizations in the United Nations system, which are not members of IOC;
   b. Representatives of organizations of the United Nations system;

4. UNESCO will duly provide to the designated authorities the names of the participants who have accepted the invitation.

5. The IOC Executive Secretary shall designate the officials of UNESCO assigned to attend the Meeting for the purpose of servicing it. Those officials as well as the IOC Executive Secretary are hereinafter referred to as "the Secretariat".

ARTICLE V
Organization of the Meeting

1. The Government of Sint Maarten shall bear the expenses to the provision of materials and facilities for the holding of this Meeting on the basis of the attached Statement of Requirements.

2. The premises shall remain at the disposal of UNESCO 24 hours a day from one day prior to the Meeting until a maximum of one day after its close.

3. The Government of Sint Maarten, shall bear the cost of all necessary utility services, including local telephone communications, of the Secretariat and its communications by telex or telephone when such communications are authorized by or on behalf of the representative of the IOC Executive Secretary at the session.

4. The Parties mutually agree to make necessary adjustments to ensure the proper organization of the Meeting as detailed in the attached Statement of Requirements.

ARTICLE VI
Accommodation

The Government of Sint Maarten, shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the Meeting and for the Secretariat.
ARTICLE VII
Medical Assistance

1. Necessary first aid in emergencies shall be provided by the Government of Sint Maarten, within the conference area.

2. For emergencies, the Government of Sint Maarten, shall assist with immediate transportation and admission to a hospital.

3. The costs of items set out in paragraphs 1 and 2 of this Article and medical insurance will be at one’s own expense.

ARTICLE VIII
Transport

1. The Government of Sint Maarten, shall ensure the availability of transport between the international airport, the principal hotels and the conference area.

2. The Government of Sint Maarten, shall provide an adequate number of cars with drivers for official use by the Secretariat, as well as such other local transportation as is required by participants and the Secretariat in connection with the Meeting, if needed.

ARTICLE IX
Security Protection

The Government of Sint Maarten, shall furnish such security guarantee as may be required to ensure the effective functioning of the Meeting in an atmosphere of security and tranquillity free from interference of any kind. While such services shall be provided by a senior officer designated by the Government of Sint Maarten, this officer shall work in close cooperation with the representative of the IOC Executive Secretary at the session.

ARTICLE X
Local Personnel

1. The Government of Sint Maarten, shall appoint a liaison officer who shall be responsible, in consultation with UNESCO, for making and carrying out the administrative and personnel arrangements for the Meeting as required under this Agreement.

2. The Government of Sint Maarten, shall recruit and provide an adequate number of local staff such as translators, clerks, personnel for the reproduction and distribution of documents, sound operators, ushers, messengers, cleaners and other workmen required for the proper functioning of the Meeting as stated in the attached Statement of Requirements.

ARTICLE XI
Damage and Accidents

1. The Government of Sint Maarten, shall be responsible for dealing with any action, claim or other demand against UNESCO or its officials and arising out of:

(a) Injury to persons, accidents, damage to or loss of property in the premises referred to in Article V that are provided by, or are under the control of, the Government of Sint Maarten;
(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in Article VIII that are provided by, or are under the control of, the Government of Sint Maarten;
(c) The employment for the Meeting of the personnel provided by the Government of Sint Maarten under Article X.

2. The Government of Sint Maarten shall indemnify and hold harmless UNESCO in respect of any such action, claim or other demand and shall bear the risk of damage to the premises, facilities and furniture.

3. The competent authorities of the Government of Sint Maarten shall adopt at its own expense appropriate measures to ensure the protection, particularly against fire and other risks, of the above-mentioned premises, facilities, furniture and persons.

4. The necessary insurance fee of participants should be paid by themselves.

ARTICLE XII
Privileges and Immunities

The Government of Sint Maarten shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies. In particular, the Government shall ensure that no restriction is placed upon the entry into, sojourn in, and departure from Sint Maarten of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization's relevant rules and regulations, provided that the general conditions governing entry are fulfilled.

ARTICLE XIII
Visas

The Kingdom of the Netherlands, through its Ministry of Foreign Affairs, shall facilitate the participants to participate in the Meeting to obtain the visas in time. Notwithstanding the provision of Article XII above, the Kingdom of the Netherlands, however, reserves the right to deny, irrespective of nationality, visas to individual participants for national security reasons and participants listed on the UN-sanction lists.

ARTICLE XIV
Settlement of Disputes

1. The Parties will negotiate and cooperate with each other in good faith to resolve any disputes or conflicts that arise in connection with this Agreement.

2. Any dispute 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 UNESCO, one to be named by the Kingdom of the Netherlands and the third, who shall be the chairman, to be chosen by the first two; if either Party fails to appoint an arbitrator within 60 days of the appointment by the other Party, or if these two arbitrators should fail to consent on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party.

ARTICLE XV
Final Provision

The present Agreement and its Annex may be modified by written arrangement between UNESCO and the Kingdom of the Netherlands, on behalf of the Government of Sint Maarten.
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 Kingdom of the Netherlands and UNESCO regarding the hosting of the Meeting, 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 winding up, the total duration of this Agreement, however, not to exceed one year.”

I am authorized by the Kingdom of the Netherlands to state that it agrees to the proposals regarding the organization of the Meeting and to certify that the Kingdom of the Netherlands, on behalf of Sint Maarten, considers your letter and my reply as together constituting an Agreement between the Kingdom of the Netherlands, on behalf of Sint Maarten, and the United Nations Educational, Scientific, and Cultural Organization (UNESCO) concerning the tenth Session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-X), which shall enter into force on the date of this reply and shall remain in force for the duration of the Session and for such additional period as is necessary for its preparation and winding up, the total duration of this Agreement, however, not to exceed one year.

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

Lionel Veer  
Ambassador Extraordinary and Plenipotary  
Permanent Delegate of the Netherlands to UNESCO

His Excellency  
Mr Vladimir Ryabinin  
Executive Secretary  
Intergovernmental Oceanographic Commission  
UNESCO  
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