

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS**NO. 4****08 JANUARY 2019**

It is hereby published for general information that the Minister of International Relations and Cooperation has, in terms of section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), recognised the Partnership for Action on Green Economy Ministerial Conference in South Africa, taking place at the Cape Town International Convention Centre from 09 to 11 January 2019, for the purposes of granting immunities and privileges as provided for in the Agreement between the Government of the Republic of South Africa and the International Labour Organization, concluded on 09 November 2018.



MINUTE

In accordance with the powers vested in me by section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), I hereby recognise the Partnership for Action on Green Economy Ministerial Conference, scheduled to take place at the Cape Town International Convention Centre from 09 to 11 January 2019.

In accordance with section 7(1) of the said Act, the immunities and privileges to be conferred to the Partnership for Action on Green Economy Ministerial Conference is provided for in the Agreement between the Government of the Republic of South Africa and the International Labour Organization to Host the Partnership for Action on Green Economy Ministerial Conference in South Africa, concluded on 09 November 2018.

A handwritten signature in black ink, appearing to read 'Lindiwe Nonceba Sisulu', written over a horizontal line.

Lindiwe Nonceba Sisulu

Minister of International Relations and Cooperation

Date: 21 December 2018



AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
SOUTH AFRICA**

AND

**THE INTERNATIONAL LABOUR
ORGANIZATION**

**TO HOST THE PARTNERSHIP FOR ACTION
ON GREEN ECONOMY MINISTERIAL
CONFERENCE IN SOUTH AFRICA**

PREAMBLE

The Government of the Republic of South Africa (hereinafter referred to as the "Government") and the International Labour Organization (hereinafter referred to as the "ILO") and (hereinafter jointly referred to as the "Parties" and separately as a "Party");

RECALLING that in March 2015, the Government joined the inter-agency United Nations (UN) programme *Partnership for Action on Green Economy* (hereinafter referred to as "PAGE Programme") bringing together the expertise of the following five United Nations agencies: United Nations Environment Programme ("UN Environment"), International Labour Organization ("ILO"), United Nations Industrial Development Organisation ("UNIDO"), United Nations Development Programme ("UNDP") and United Nations Institute for Training and Research ("UNITAR") (hereinafter collectively referred to as "PAGE Agencies");

RECALLING that the ILO, through the ILO DWT/CO Pretoria has been designated as the lead agency in South Africa to coordinate and facilitate the PAGE Programme on behalf of the PAGE Agencies;

NOTING that the purpose of this Agreement (hereinafter referred to as the "Agreement") is to oversee the planning and coordination mechanisms for the hosting of the upcoming PAGE Ministerial Conference by South Africa in 2019 (hereinafter referred to as the "Conference"); and

DESIROUS to conclude this Agreement for the purposes of hosting the Conference,

HEREBY AGREE as follows:

ARTICLE 1
COMPETENT AUTHORITIES

The Competent Authorities responsible for the implementation of this Agreement shall be-

- (a) in the case of the Government of the Republic of South Africa, the Department of Environmental Affairs; and
- (b) in the case of the International Labour Organization, its Decent Work Team and Country Office for Botswana, Lesotho, South Africa and Swaziland (hereinafter referred to as “the ILO DWT/CO Pretoria”).

ARTICLE 2
DATE AND PLACE OF THE CONFERENCE AND CONFERENCE
SECRETARIAT

- (1) The Parties agree to collaborate for the organisation and hosting of the Conference scheduled to be hosted by South Africa on 09 to 11 January 2019.
- (2) The Conference shall be held at the International Convention Centre in Cape Town (hereinafter referred to as the “Conference Centre”).
- (3) The Parties shall jointly set up the Secretariat of the Conference which shall be comprised of representatives from the Government, the Global PAGE Secretariat, UN Agencies and the ILO DWT/CO Pretoria.

ARTICLE 3
CONFERENCE PARTICIPANTS

The following participants of the Conference (hereinafter referred to as the “Participants”) shall be invited by the Parties:

- (a) Presidency of the Republic of South Africa;
- (b) All PAGE member countries at Ministerial level;

- (c) Representatives of the United Nations and its specialised and related agencies, including the Secretary-General and/or the Deputy Secretary-General of the United Nations, the Heads and Executive Directors of the PAGE Agencies and the PAGE Secretariat;
- (d) Southern African Development Community Environment Ministers;
- (e) Representatives of relevant workers' and employers' organisations;
- (f) Representatives of other international organisations related to the field of green economy and sustainable development;
- (g) Representatives of non-governmental organisations related to the field of green economy and sustainable development;
- (h) Other persons and/or organisations invited by the Parties; and
- (i) Representatives of the media who have been accredited by the Government.

ARTICLE 4

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

The Government shall be responsible for the following, at its own expense:

- (a) The necessary Conference Venue in which the plenary, breakaway rooms, other meeting rooms (such as very important person (VIP) lounge, media and operations rooms) will be organised;
- (b) Catering aspects for the Conference, including provision of lunches and tea refreshments throughout the Conference for Participants;
- (c) Facilitation of exhibition space at the Conference Centre (approximately 50 (fifty) spaces including exhibition space for PAGE Agencies, to be shared, and the Government);
- (d) Facilitation of on-site venues for Conference side events;
- (e) Facilitation of on-site meeting rooms based on a booking system;
- (f) Catering for the welcome dinner for all Participants on the first day of the Conference;
- (g) Catering for a pre-Conference cocktail event;
- (h) In-kind operational support in overall areas related to the Conference;
- (i) Corporate gifts for VIP guests; and
- (j) Promotional items for Participants.

ARTICLE 5
MEDICAL FACILITIES

- (1) The Government shall provide, within the Conference Centre, medical facilities for emergency first aid, appropriate for the number of Participants at the Conference. If necessary, the Government shall ensure immediate transportation to a hospital in cases of emergency.

- (2) It is noted that the admission and related medical expenses shall be at the Participant's own expense. In this respect, in inviting the Participants pursuant to Article 2, the Parties shall inform the Participants that travel and health insurance remains the responsibility of the Participants. The Parties will in no event be responsible for any medical-related cost or expense for Participants.

ARTICLE 6
SECURITY

- (1) Subject to the PAGE Agencies' immunities in terms of the international conventions specified under Article 10 below, the Government shall furnish, at its own expense, such police protection as may be required to ensure the effective functioning of the Conference in an atmosphere of security. Such police services shall be under the direct supervision and control of a senior officer provided by the Government. This officer shall work in close cooperation with a senior official designated by the PAGE Agencies.

- (2) The Government shall be responsible, at its own expense, for the security arrangements, protection services and other protocol aspects for the Ministers who will be participating at the Conference.

ARTICLE 7
ACCOMMODATION

The Government shall provide information to all participants on adequate hotel accommodation which is within a reasonable proximity to the Conference Centre and at reasonable commercial rates.

ARTICLE 8
TRANSPORT

The Government shall provide transport between the airport, hotels and the Conference Centre for the Ministers and Heads and Executive Directors of the United Nations and PAGE Agencies upon their arrival and departure. The arrival and departure dates of the Heads and Executive Directors of the United Nations and PAGE Agencies will be provided by the PAGE Agencies to the Government in due time.

ARTICLE 9
PERSONNEL

- (1) The interpreters, translators and report-writers shall be selected, recruited and paid in accordance with the rules and procedures of the PAGE Agencies.
- (2) The Government shall appoint a liaison officer who shall be responsible, in consultation with the PAGE Secretariat, for making and carrying out the Government's administrative and staffing arrangements as required under this Agreement.
- (3) The Government shall put in place a preparatory task team responsible for organising the Conference in line with the Parties' planning objectives. This Task Team will be comprised of representatives from the Government and the Government's other sector departments. The Task Team will be established and activated within 2 (two) months after the venue of the Conference has been confirmed.

ARTICLE 10
FINANCIAL ARRANGEMENTS

- (1) The PAGE Secretariat will contribute funding of USD 350,000 (three hundred and fifty thousand United States Dollars) to cover the following conference costs:
- (a) A UN Operations room which should constitute an office for Page Agencies;
 - (b) Procuring interpretation, translation and report writing services for the Conference;
 - (c) Travel, accommodation and subsistence for key speakers, to the extent not provided by their organisations;
 - (d) Operational support in overall areas related to the Conference. This operational support includes facilitation of the Conference calls, assistance with setting up Task Teams and leaders for the Conference sessions and drafting invitation letters;
 - (e) Media and communications; and
 - (f) Conference administrative matters such as drafting and sending invitation letters, drafting concept notes for the Conference, assisting with the logistical requirements from UN Agencies and organising the travel, accommodation and subsistence for the Conference speakers.
- (2) The Parties hereby agree that the PAGE Programme is implemented under a direct implementation modality whereby donor funds are entrusted to implementing PAGE Agencies by the PAGE Secretariat, and not as a budget support mechanism where funds are entrusted to the Government.
- (3) Any activities carried out by the PAGE Agencies under this Agreement shall be implemented in accordance with the respective rules and procedures of the PAGE Agencies, and shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations and rules of the PAGE Agencies.

- (4) The Government will contribute funding for the following Conference costs:
- (a) The venue;
 - (b) Catering;
 - (c) Domestic communications;
 - (d) Security;
 - (e) Medical facilities for emergency first aid services; and
 - (f) Administrative support to coordinate necessary logistics to be undertaken, facilitation of approvals and necessary reporting requirements.
- (5) The Parties shall collaborate further for financial resource mobilisation to support the Conference.

ARTICLE 11

PRIVILEGES AND IMMUNITIES

- (1) The Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as the 1946 Convention), adopted by the General Assembly on 13 February 1946, and the Convention on the Privileges and Immunities of the Specialized Agencies (hereinafter referred to as the 1947 Convention), approved by the General Assembly on 21 November 1947, together with its relevant Annexes, shall be applicable in respect of the Conference.
- (2) Without prejudice to the preceding paragraphs, all Participants shall enjoy such facilities and courtesies, and where appropriate, such privileges and immunities, as are necessary for the independent exercise of their functions in connection with the Conference.
- (3) The personnel provided for the Conference by the Government pursuant to this 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 Conference.

ARTICLE 12
SETTLEMENT OF DISPUTES

- (1) Any dispute between the Parties concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention on the Privileges and Immunities of the United Nations or section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall, unless the Parties otherwise agree, be resolved amicably by consultation or negotiation between the Parties or by any other agreed mode of settlement.
- (2) Any such dispute that is not settled by consultation or negotiation between the Parties shall, at the request of either Party, be submitted, for a final decision, to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
- (3) The arbitral tribunal shall be composed of three arbitrators, one who shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the presiding arbitrator, by the other two arbitrators.
- (4) Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

ARTICLE 13
LIABILITY

The Government shall indemnify and hold harmless the PAGE Agencies, the United Nations or its officials in respect of any action, claim or other demand arising out of-

- (a) injury or illness to persons or damage to, or loss of, property referred to in Article 3 that is provided by, or is under the control of, the Government in the Conference Centre;

- (b) injury or illness to persons, or damage to, or loss of, property caused by, or incurred in using, the transport services referred to in Article 8 that are provided by, or are under the control of, the Government; and
- (c) the employment, for the Conference, of the personnel provided by the Government in pursuance of Article 9.

ARTICLE 14

RIGHT OF ENTRY AND EXIT

- (1) All Participants, and all persons performing functions in connection with the Conference, shall have the right of unimpeded entry into and exit from South Africa, as provided for in Article VII of the 1946 Convention or Article VIII of the 1947 Convention.
- (2) For cases that are not provided for in Article VII of the 1946 Convention or Article VIII of the 1947 Convention, the Government shall endeavour to assist with visa arrangements for all persons invited to attend the Conference who are in possession of a valid passport that meets the requirements of the domestic law in force in South Africa, with respect to entry into South Africa.

ARTICLE 15

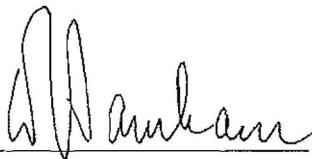
ENTRY INTO FORCE, DURATION, AMENDMENTS AND TERMINATION

- (1) This Agreement shall enter into force on the date of the last signature thereof and shall remain valid until the end of the Conference.
- (2) This Agreement may be amended and supplemented by mutual written consent of the Parties, as and when deemed necessary.
- (3) If the Conference is cancelled or postponed by mutual decision of the Parties, including in the event of force majeure, this Agreement shall immediately terminate and each Party shall be responsible for its own costs.

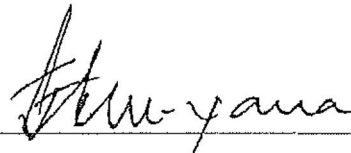
- (4) Termination of this Agreement shall not affect any programmes undertaken prior to, or during, the Conference, unless otherwise agreed upon by the Parties.
- (5) Articles 11 (Settlement of Disputes) and 12 (Liability), shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed and sealed this Agreement in triplicate in the English language, all texts being equally authentic.

DONE at PRETORIA on this 9th day of November in the year 2018



FOR THE GOVERNMENT OF
THE REPUBLIC OF
SOUTH AFRICA



FOR THE INTERNATIONAL
LABOUR ORGANIZATION