

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATIONS

NO. 1398

01 NOVEMBER 2019



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 Seventeenth Ordinary Session of the African Ministerial Conference on the Environment (AMCEN) scheduled to take place in Durban from 11 to 15 November 2019 for the purposes of granting immunities and privileges to the participants as provided for in section 6(1).

In accordance with section 7(1) of the said Act, the immunities and privileges to be accorded to the Seventeenth Ordinary Session of the African Ministerial Conference on the Environment (AMCEN) scheduled to take place in Durban from 11 to 15 November 2019 is provided for in the Host Country Agreement entered into between the Government of the Republic of South Africa and the United Nations represented by the United Nations Environment Programme regarding the Arrangements for Hosting the Seventeenth Ordinary Session of the African Ministerial Conference on the Environment, signed on 8 October 2019.

A handwritten signature in black ink, reading 'G.N.M. Pandor'.

Dr Grace Naledi Mandisa Pandor
Minister of International Relations and Cooperation

NOTICE

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 Seventeenth Ordinary Session of the African Ministerial Conference on the Environment (AMCEN) scheduled to take place in Durban from 11 to 15 November 2019 for the purposes of granting immunities and privileges as provided for in the Host Country Agreement entered into between the Government of the Republic of South Africa and the United Nations represented by the United Nations Environment Programme regarding the Arrangements for Hosting the Seventeenth Ordinary Session of the African Ministerial Conference on the Environment, signed on 8 October 2019.



HOST COUNTRY AGREEMENT

ENTERED INTO BETWEEN

THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA

AND

THE UNITED NATIONS
REPRESENTED BY THE UNITED NATIONS
ENVIRONMENT PROGRAMME

REGARDING

THE ARRANGEMENTS FOR
HOSTING THE SEVENTEENTH ORDINARY SESSION OF
THE AFRICAN MINISTERIAL CONFERENCE ON THE
ENVIRONMENT (AMCEN)

PREAMBLE

WHEREAS the African Ministerial Conference on the Environment (hereinafter referred to as “AMCEN”) has accepted the invitation of the Government of the Republic of South Africa (hereinafter referred to as “the Government”) to host the Seventeenth (17th) Ordinary Session of AMCEN (hereinafter referred to as “the Conference”),

WHEREAS the United Nations Environment Programme (hereinafter referred to as “UNEP”) provides interim Secretariat services to AMCEN,

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

NOW THEREFORE, the United Nations represented by UNEP and the Government (hereinafter jointly referred to as the “Parties” and in the singular as a “Party”) have agreed as follows:

ARTICLE 1

DATE AND PLACE OF THE CONFERENCE

The Conference shall be held in Durban, South Africa from 11 to 15 November 2019.

ARTICLE 2

ATTENDANCE AT THE CONFERENCE

(1) The Conference participants (hereinafter referred to as the “Participants”) will be

invited to the Conference by the President of AMCEN in accordance with the Constitution and the Rules of Procedure of AMCEN. The list of Participants will include:

- (a) Ministers of Environment from African states or their representatives;
 - (b) representatives of regional and sub-regional organisations to participate as observers;
 - (c) representatives of the United Nations, its intergovernmental organs, and its specialised and related agencies;
 - (d) representatives of other intergovernmental bodies and agencies, and non-governmental organisations;
 - (e) UNEP members (officials and experts on mission);
 - (f) other persons invited by the AMCEN President through the AMCEN Secretariat; and
 - (g) representatives of the information media accredited by UNEP and the Government.
- (2) In addition, the Executive Director of UNEP, in consultation with the Secretary-General of the United Nations, will designate officials to service the Conference (hereinafter referred to as “UNEP designated officials”).
- (3) The public sessions of the Conference will be open to representatives of the information media accredited by UNEP and the Government.

ARTICLE 3

CONFERENCE PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

- (1) The Government shall provide, at its own expense, the premises, including conference rooms, office space, and related facilities as specified in **Annex A** to this Agreement (hereinafter referred to as the “Premises”).
- (2) The Government shall, at its own expense, furnish, equip and maintain in good repair the Premises for the effective conduct of the Conference. The conference rooms will be equipped with WIFI and reciprocal simultaneous interpretation in the English and French languages. The conference rooms will have facilities for sound recording in the English and French languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations.
- (3) The Premises shall remain at the disposal of UNEP twenty-four (24) hours a day, from a minimum of one (1) day prior to the Conference until a minimum of one (1) day after it is closed.
- (4) The specific requirements for the Premises detailed in **Annex A** may be modified no later than seven (7) days before the Conference, as agreed in writing between the Parties, considering factors such as the number of Participants.
- (5) The Government shall, in consultation with the AMCEN Secretariat, provide prayer rooms for the Participants; as well as photocopying facilities, telecommunications facilities, a business centre, and eating facilities for use by Participants on a commercial basis at the Premises.

- (6) For the purpose of 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”), the Premises will be deemed to constitute premises of the United Nations in accordance with Article II, Section 3, of the Convention, and access thereto will be subject to UNEP’s authority and control.
- (7) The Government shall bear the cost of all necessary utility services of the secretariat of the Conference and its communications with UNEP Headquarters.
- (8) The Government, at its own expense, will make arrangements for hospitality including tea and coffee breaks as specified in **Annex A** during the period of the Conference for Participants.

ARTICLE 4

ACCOMMODATION

The Government shall provide information on adequate accommodation which is available at a reasonable proximity to the Premises and at reasonable commercial rates for UNEP to make available to Participants and UNEP’s designated officials.

ARTICLE 5

MEDICAL FACILITIES

- (1) The Government shall provide, within the Premises, medical facilities for emergency first aid, appropriate for the number of Participants and UNEP designated officials.

- (2) If necessary, the Government will ensure immediate transportation, and make every possible effort to ensure admission, to hospitals in case of serious emergencies.
- (3) 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 Government shall in no event be responsible for any medical-related cost or expense for Participants.
- (4) The Government shall provide the addresses of medical centres and emergency numbers to UNEP to make available to the Participants.

ARTICLE 6

TRANSPORT

- (1) The Government shall provide at its own cost, transport between the international airport, the Premises, and recommended hotels for the Participants, upon their arrival, departure, and during the Conference.
- (2) The Government shall provide at its own cost, transport and drivers for the Executive Director of UNEP, the African Union Commissioner for Rural Economy and Agriculture, and the Secretariat of AMCEN for official use, including between the airport and their hotels and their hotels and the Premises.

ARTICLE 7**POLICE PROTECTION**

- (1) The Government shall furnish, at its own expense, such police protection as may be required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such police services will be under the direct supervision and control of a senior officer to be provided by the Government, this officer will work in close cooperation with a designated official of UNEP. The Government will be responsible for ensuring the security and safety of the Very Important Persons (VIPs) within the city where the Conference is held and national airports.
- (2) Security arrangements provided through such police services shall satisfy the United Nations Enhanced Minimum Operating Security Standards, as applicable in the Republic of South Africa.

ARTICLE 8**LOCAL PERSONNEL**

- (1) The Government, in consultation with UNEP, shall appoint a liaison officer who shall be responsible for making and carrying out the administrative, communications, personnel and logistical arrangements for the Conference, as required under this Agreement. The liaison officer will lead a coordination team consisting of personnel provided by the Government, who will work closely with UNEP designated officials.

- (2) The Government, at its own expense, shall provide sufficient local support personnel necessary for the effective functioning of the Conference, who will be placed under the supervision of the UNEP designated officials. The exact requirements in this respect are stipulated in **Annex B**. Some of these personnel will be available at least one (1) day before the opening of the Conference and until one (1) day after it is closed, as required by UNEP.

ARTICLE 9

FINANCIAL ARRANGEMENTS

- (1) The Government shall bear the costs associated with the holding of the Conference as provided for in Article 9(5).
- (2) Other costs associated with the holding of the Conference will be met by the AMCEN Trust Fund and other extra-budgetary resources shall be mobilised by UNEP as provided for in Article 9(4).
- (3) UNEP shall make travel arrangements for its members in accordance with the UN Staff Regulations and Rules and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.
- (4) UNEP shall provide and cover the costs of the following:
 - (a) preparation, publication and translation of working and information documents done by the Secretariat of AMCEN;
 - (b) interpreters, conference services staff and report writers for the Conference proceedings;

- (c) travel arrangements and daily subsistence allowance for Conference services staff, interpreters and report writers;
 - (d) travel arrangements and daily subsistence allowance for the sponsored Participants;
 - (e) supplies of name plates and signage;
 - (f) post-session documentation (typing, editing and translation of reports) and;
 - (g) overall coordination and organisation of the Conference by the Secretariat of AMCEN.
- (5) The Government shall cover the costs of the following:
- (a) Premises and/ or meeting rooms including audio-visual equipment;
 - (b) office supplies, including stationery for use by the Parties;
 - (c) computers, printers, copiers and communications equipment for use by the Parties;
 - (d) interpretation equipment, compliant with regulations by the Association of International Conference Interpreters;
 - (e) transport for Participants from airport to the recommended hotels and from these hotels to the Premises;
 - (f) social events such as the welcome reception;
 - (g) advertisements through banners and media (including electronic media, radio, television, newspapers);
 - (h) registration and badges for Participants; and
 - (g) all other mutually agreed upon facilities as outlined in the Annexes.

ARTICLE 10**LIABILITY**

- (1) The Government shall be responsible for managing actions, claims or other demands against the United Nations, UNEP or its members arising out of the following:
 - (a) injury to persons or damage to or loss of property at the Premises;
 - (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 Conference by or under the control of the Government; and
 - (c) the employment of the personnel provided by the Government under Article 8.
- (2) The Government shall indemnify and hold harmless the United Nations, UNEP and any of its members in respect of any such action, claim or other demand, except where the Government and the Secretary-General of the United Nations, agree that such action, claim or other demand arises from the gross negligence or willful misconduct of UNEP members.

ARTICLE 11**PRIVILEGES AND IMMUNITIES**

- (1) The Convention will be applicable in respect of the Conference and the associated meetings. In particular –
 - (a) representatives of States will enjoy the privileges and immunities provided under Article IV of the Convention;

- (b) officials of the United Nations, including UNEP, participating in or performing functions in connection with the Conference will enjoy the privileges and immunities provided under Articles V and VII of the Convention;
 - (c) all other Participants will enjoy immunity from words spoken and acts performed in their official capacity during the course of the Conference.
- (2) The representatives of the specialised and related agencies of the United Nations will, as appropriate, enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947, or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959.
- (3) Without prejudice to the preceding Articles, all Participants will enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference and other associated meetings.
- (4) Personnel provided for the Conference by the Government pursuant to this Agreement will 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**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.
- (2) The Government shall endeavour to assist with visa arrangements for all persons invited to attend the Conference who are in possession of valid passports that meet the requirements of the domestic law in force in South Africa, with respect to entry into South Africa.
- (3) The Government shall provide a letter of support to all Participants in need of visas to attend the Conference.

ARTICLE 13**IMPORT AND EXPORT**

- (1) Pursuant to Article II, section 7 of the Convention, the Government will allow, free of prohibitions and restrictions, the temporary importation and exportation of all documents, publications, and equipment, including technical equipment accompanying representatives of information media. The Government will waive any import or other duties and taxes on equipment and supplies required for the Conference, and will issue without delay any necessary import and export permits for this purpose.
- (2) All persons referred to in Article 2 of this Agreement, will have the right to take out

of South Africa at the time of their departure, without any restriction, any unexpended portions of the funds they brought into South Africa in connection with the Conference.

ARTICLE 14

SETTLEMENT OF DISPUTES


- (1) Any dispute concerning the interpretation or the application of this Agreement, except for a dispute subject to section 30 of the Convention or of any other applicable agreement, will, unless the Parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not so settled will be submitted at the request of a Party for a final decision to a tribunal of three (3) arbitrators, one (1) of whom will be appointed by the United Nations, one (1) by the Government; and the third, who will be the Chairperson, by the other two (2) arbitrators.
- (2) If one Party does not appoint an arbitrator within three (3) months of the other Party having notified the name of its arbitrator, or if the first two (2) arbitrators do not, within three (3) months of the appointment or nomination of the second one of them, appoint a Chairperson, then such arbitrator will be nominated by the President of the International Court of Justice at the request of a Party to the dispute. Except as otherwise agreed to by the Parties, the tribunal will 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 decision on all questions of procedure and substance will be final and, even if rendered in default of one (1) of the Parties, be binding on all of them.

ARTICLE 15**FINAL PROVISIONS**


- (1) Any relevant matter for which no provision is made in this Agreement will be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party will give full and sympathetic consideration to any proposal advanced by the other Party under this sub-Article.
- (2) **Annex A** and **Annex B** referred to in this Agreement constitute a part of this Agreement.
- (3) This Agreement shall enter into force following signature by the United Nations represented by UNEP and the Government, and when the Government notifies UNEP in writing through diplomatic channels that their constitutional requirements for entry into force of this Agreement have been met, and a formal acknowledgement of receipt from UNEP has been received by the Government. The Agreement shall remain in force for the duration of the Conference and until all obligations under this Agreement are fulfilled.
- (4) This Agreement may be amended and supplemented by mutual written consent of the Parties through diplomatic channels, as and when deemed necessary.
- (5) The decision to cancel, postpone or replace the venue of the Conference for security reasons will be mutually agreed-upon between the Government and UNEP.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto by the respective Parties, have signed and sealed this Agreement in duplicate in the English language, both texts being equally authentic.

DONE AT NAIROBI ON THIS 08TH DAY _____
OF OCTOBER IN THE YEAR 2019



FOR THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA



FOR THE UNITED NATIONS

Inger Andersen

Executive Director

United Nations Environment Programme

ANNEX A

**CONFERENCE PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES TO BE
PROVIDED BY THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**

No.	Room/Activity	Room set-up and material	Technical equipment	IT equipment
1.	Expert group segment / Plenary	Classroom style seating for 350 pax as follows: 200 active delegates seated at desks/tables & 150 passive delegates seated behind active delegates (chairs only). 2 large tables with 4 chairs each for conference facilitators and officers (1 at each side of main table). 1 large table for document distribution. 1 large table for	Microphones for interpretation (French/English). Projector 1 large projection screen for presentations and projection of video signal. 1 large monitor comfort monitor. 9 main table mics. 1 lectern mic. PA system. Recording equipment to MP3 files.	1 Personal Computer with multimedia presentation capabilities

No.	Room/Activity	Room set-up and material	Technical equipment	IT equipment
		headsets distribution. Head table for 7 pax with 14 chairs (7 chairs at front row & 7 at back row). 1 Speaker's lectern		
2.	2 Breakaway rooms <i>(Plenary will be used as third breakaway room)</i>	85 chairs per room. U or square shape seating for 85 pax: 60 active delegates at tables and chairs & 25 passive delegates behind active delegates' chairs only.	Microphones for interpretation, 85 chairs per room. 1 each projectors and screens for each room. (if square shape 1 comfort monitor will be needed)	
3.	Office for Executive Director of UNEP	1 Desk 1 executive chair 2 chairs in front of desk 1 table with 6 chairs		1 computer with internet access. 1 standalone printer.
4.	Office for President of AMCEN	1 Desk 1 executive chair 2 chairs in front of		1 computer with internet access. 1 standalone

No.	Room/Activity	Room set-up and material	Technical equipment	IT equipment
		desk 1 table with 4 chairs		printer.
5.	Office for the Minister of Environment, Forestry and Fisheries	1 Desk 1 executive chair 2 chairs in front of desk 1 table with 6 chairs		1 computer with internet access. 1 standalone printer.
6.	Office for the Deputy Minister of Environment, Forestry and Fisheries	1 Desk 1 executive chair 2 chairs in front of desk 1 table with 4 chairs		1 computer with internet access. 1 standalone printer.
7.	Office for African Union Commissioner for Rural Economy & Agriculture	1 Desk 1 executive chair 2 chairs in front of desk 1 table with 4 chairs		1 computer with internet access. 1 standalone printer.
8.	Large office for AMCEN/UNEP/African Union Secretariat & Personnel	8 tables 20 chairs		3 computers with internet access. 1 medium duty photocopier. 1 heavy duty network printer
9.	SAPS Venue	U shape		

No.	Room/Activity	Room set-up and material	Technical equipment	IT equipment
	Operations Centre	20 chairs		
10.	Small room for report writers	2 tables 4 chairs		
11.	Participants registration area	To be determined by State Security Agency		
12.	Ministers Lounge	50 lounge chairs 6 coffee tables		
13.	Document distribution area	6 tables, shelving, 10 chairs		
14.	Exhibition area	To be determined		
15.	2 Prayer rooms (male & female)			
16.	Emergency Medical Services (EMS)	To be determined by EMS		
17.	Press room	25 chairs cinema style. 1 main table with 6 chairs		
18.	Media room	6 tables. 15 chairs		
19.	Operational room for the Department of	10 tables. 40 chairs		1 desktop printer 1 heavy duty

No.	Room/Activity	Room set-up and material	Technical equipment	IT equipment
	Environment, Forestry and Fisheries			printer (staple, sort, scan – plug & print)

Hospitality

Tea and coffee to be served for 5 days, twice a day from 10:30 – 11:30 a.m. and 3:30 – 4:30 p.m.

ANNEX B**STAFF AND PERSONNEL REQUIREMENTS****PART A TO BE PROVIDED BY THE GOVERNMENT OF SOUTH AFRICA**

Support staff to be provided by the Government at its own expense:

- (a) One (1) liaison officer responsible for organisational arrangements pertaining to the Conference, including preparatory matters;
- (b) two (2) document distribution clerks;
- (c) adequate personnel to operate the simultaneous interpretation and tape recording equipment for the duration of the Conference.
- (d) services of backup technicians for the personal computers, printers, and photocopiers provided by the Government;
- (e) six (6) logistical support staff to assist the AMCEN Secretariat;
- (f) staff proficient in preferably both English and French to receive and accompany delegates to and from the airport, hotel and Premises and to escort Participants to other parallel/social events;
- (g) two (2) photocopier operators available at any time and a technician trained to make any necessary repairs on photocopying machines during and after meeting hours;
- (h) technical support and operators of audio-visual and air conditioning equipment, etc., available during meeting hours in required areas;
- (i) support staff for installing and moving furniture available one (1) day prior to the Session and one (1) day after the Session;
- (j) adequate number of Security staff for the Plenary Room and AMCEN Secretariat area;
- (k) Press/Information Officer who shall also be responsible for distribution of information kits, memorabilia and press documents; and
- (l) cleaning and catering staff etc.

**PART B TO BE PROVIDED BY THE UNITED NATIONS ENVIRONMENT
PROGRAMME**

Staff to be provided by the AMCEN Secretariat at its own expense:

- (a) English editor/report writers;
- (b) interpreters;
- (c) translators (based in Nairobi);
- (d) one (1) Meeting Coordinator;
- (e) one (1) Conference Officer;
- (f) one (1) documents control assistant;
- (g) adequate UNEP staff from the Secretariat;
- (h) one (1) Conference services assistant to assist with the registration of participants, to provide information, assist participants and distribute material to the delegates; and
- (i) conference Typists to be assigned to assist the UNEP Report Writers.