



Treaty Series No.16 (2021)

Draft Agreement

between the Secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement and the United Kingdom of Great Britain and Northern Ireland regarding the twenty-sixth session of the Conference of the Parties to the United Nations Framework Convention on Climate Change, the sixteenth session of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol, the third session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement and the sessions of the subsidiary bodies

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
July 2021*



Treaty Series No.16 (2021)

Draft Agreement

between the Secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement and the United Kingdom of Great Britain and Northern Ireland regarding the twenty-sixth session of the Conference of the Parties to the United Nations Framework Convention on Climate Change, the sixteenth session of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol, the third session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement and the sessions of the subsidiary bodies

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of Her Majesty
July 2021*



© Crown copyright 2021

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at www.gov.uk/official-documents

Any enquiries regarding this publication should be sent to us at Treaty Section, Foreign, Commonwealth and Development Office, King Charles Street, London, SW1A 2AH

ISBN 978-1-5286-2780-1
CCS0721882320 07/21

Printed on paper containing 75% recycled fibre content minimum

Printed in the UK by the APS Group on behalf of the Controller of Her Majesty's Stationery Office

**DRAFT AGREEMENT BETWEEN THE SECRETARIAT OF THE UNITED NATIONS
FRAMEWORK CONVENTION ON CLIMATE CHANGE, THE KYOTO PROTOCOL AND
THE PARIS AGREEMENT AND THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND REGARDING THE TWENTY-SIXTH SESSION OF THE
CONFERENCE OF THE PARTIES TO THE UNITED NATIONS FRAMEWORK
CONVENTION ON CLIMATE CHANGE, THE SIXTEENTH SESSION OF THE
CONFERENCE OF THE PARTIES SERVING AS THE MEETING OF THE PARTIES TO
THE KYOTO PROTOCOL, THE THIRD SESSION OF THE CONFERENCE OF THE
PARTIES SERVING AS THE MEETING OF THE PARTIES TO THE PARIS AGREEMENT
AND THE SESSIONS OF THE SUBSIDIARY BODIES**

The secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement (hereinafter referred to as “the secretariat”), represented by its Executive Secretary (hereinafter referred to as “the Executive Secretary”), and the United Kingdom of Great Britain and Northern Ireland, represented by Her Majesty’s Government (hereinafter referred to as “the UK”);

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

Recalling decision 16/CP.25, whereby the Conference of the Parties to the United Nations Framework Convention on Climate Change (hereinafter referred to as “the COP”) accepted with appreciation the offer by the UK to host the twenty-sixth session of the COP, the sixteenth session of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol (hereinafter referred to as “the CMP”), the third session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement (hereinafter referred to as “the CMA”) and the sessions of the subsidiary bodies (hereinafter referred to as “the Conference”);

Whereas the COP, by its decision 16/CP.25, decided that the Conference would be held from 9 to 20 November 2020, inclusive, and requested the Executive Secretary to continue consultations with the UK and to negotiate and finalize a Host Country Agreement for convening the Conference in conformity with United Nations General Assembly resolution 40/243 and in compliance with the provisions of the United Nations administrative instruction ST/AI/342;

Whereas due to the COVID-19 pandemic, the Bureau of the COP, CMP and CMA (hereinafter referred to as “the Bureau”), at its meeting on 28 May 2020, accepted the proposal by the UK to convene the Conference from 1 to 12 November 2021;

Whereas the Bureau, at its meeting on 15 June 2021, agreed to the proposal by the UK for an early opening of the session from 31 October 2021, which will provide additional time to complete the work agenda;

Whereas the pre-sessional meetings of the least developed countries, the small island developing States, the African Group and the Group of 77 and China (hereinafter referred to as “the pre-sessional meetings”) shall be held from 25 to 30 October 2021, inclusive;

Whereas the UK, at the request of the secretariat, agreed to host and assist the secretariat in organizing additional mandated meetings to be convened in conjunction with the Conference (hereinafter referred to as “the UNFCCC meetings”);

Whereas the UK agreed to be responsible for the difference in cost between holding the Conference in Bonn, Germany, and holding it in Glasgow, United Kingdom of Great Britain and Northern Ireland, and to provide facilities that are environmentally sound and in accordance with the ideals provided for under the United Nations Framework Convention on Climate Change (hereinafter referred to as “the Convention”), the Kyoto Protocol and the Paris Agreement;

Noting that the secretariat and the UK are entering into a separate supplementary agreement regarding the organizational/logistical matters for the pre-sessional meetings/Conference/UNFCCC meetings (hereinafter referred to as “the logistical agreement”);

NOW, THEREFORE, the secretariat on behalf of the COP and the UK (hereinafter jointly referred to as “the Parties”), have agreed as follows:

Article 1

Date and place of the Conference

1. The Conference is scheduled to be held at the Scottish Events Campus, Glasgow, United Kingdom of Great Britain and Northern Ireland, from 31 October to 12 November 2021 inclusive.
2. The Scottish Events Campus (or other venue, as agreed in accordance with Article 11 bis of this Agreement), including any area immediately outside it that will be under the direct supervision and

control of the United Nations Department of Safety and Security (hereinafter referred to as “the UNDSS”) as agreed with the security authorities of the UK, shall collectively constitute the Conference premises (hereinafter referred to as “the Conference premises”). In consultation and agreement with the UNDSS, the security authorities of the UK shall provide to the UNDSS, at least four weeks before the Conference, a site map clearly reflecting the Conference premises, including its inviolable outer perimeter.

3. The pre-sessional meetings shall be held at the Conference premises from 25 to 30 October 2021 inclusive.

4. The meeting rooms/conference space where the UNFCCC meetings will be held, shall constitute the UNFCCC meeting premises (hereinafter referred to as such).

5. The provisions of this Agreement shall also apply to the pre-sessional meetings/UNFCCC meetings.

Article 2

Attendance at the Conference

1. In accordance with the provisions of the Convention, the Kyoto Protocol, the Paris Agreement and the draft rules of procedure of the COP being applied, the Conference shall be open to the following types of participants (hereinafter collectively referred to as “the Conference participants” or “the participants”):

- (a) Representatives of Parties to the Convention, Parties to the Kyoto Protocol and Parties to the Paris Agreement;
- (b) Representatives of observer States referred to in Article 7, paragraph 6, of the Convention, Article 13, paragraph 8, of the Kyoto Protocol, and Article 16, paragraph 8, of the Paris Agreement;
- (c) Officials and experts on mission of the United Nations, including the secretariat;
- (d) Officials and experts on mission of the specialized agencies and related agencies of the United Nations;
- (e) Personnel of the Adaptation Fund, the Green Climate Fund, the Global Environment Facility and representatives of the Executive Board of the clean development mechanism;

- (f) Representatives of observer organizations referred to in Article 7, paragraph 6, of the Convention, Article 13, paragraph 8, of the Kyoto Protocol, and Article 16, paragraph 8, of the Paris Agreement;
 - (g) Representatives invited by the secretariat;
 - (h) Representatives of the United Nations, secretariat, specialized and related agencies of the United Nations;
 - (i) Representatives of other intergovernmental organizations;
 - (j) Representatives of non-party stakeholders with whom the secretariat has partnership arrangements.
2. The Executive Secretary shall designate officials of the secretariat and other officials of the United Nations to attend the Conference and other meetings in conjunction with the Conference for the purpose of servicing them.
3. The public meetings of the Conference and access to sessions shall be open to representatives of the information media accredited to the Conference by the secretariat in consultation with the UK.
4. A provisional list of participants registered for the Conference shall be made available to the UK by the secretariat prior to the pre-sessional meeting and subsequently on request by the UK.
5. Without prejudice to Article 10 of this Agreement, participants accredited by the secretariat and issued badges to attend and participate in the pre-sessional meetings/Conference/UNFCCC meetings shall enjoy complete freedom of speech and independence in the exercise of their functions specifically in connection with their participation in the pre-sessional meetings/Conference/UNFCCC meetings and the UK agrees to ensure that no action is taken against such participants in this regard without prior written notification to, and consultations, with the Executive Secretary.

Article 3

Premises, facilities, equipment, utilities and services

1. The UK shall, at no cost to the secretariat and with the agreement thereof, provide such premises and facilities, equipment, utilities and services as are necessary for the pre-sessional meetings/Conference, details of which will be specified in the logistical agreement, including:
- (a) Adequate office space for the secretariat to carry out its functions;
 - (b) Equipment and facilities allowing the work of the Conference to be conducted in the six official languages of the United Nations;

- (c) Adequately furnished and equipped rooms;
- (d) Information and communication technology and Internet connectivity services needed for the pre-sessional meetings/Conference, including cyber and information security services. The secretariat shall oversee the design, implementation, operation and decommissioning/dismantling of the information and communication technology facilities, including computer network, security measures and the distribution of hardware and software;
- (e) The necessary utility services, such as water, electricity and Internet services at the Conference premises and secretariat's communication by telephone or e-mail when such communication is authorized by the Executive Secretary or a person designated by her. The UK shall ensure a stable and uninterrupted power supply at the Conference premises.

2. The UK shall make all logistical arrangements for the UNFCCC meetings, in accordance with the terms and conditions to be agreed between the secretariat and the UK, which will be specified in the logistical agreement. The UNFCCC meetings shall be fully funded by the secretariat.

3. The Conference premises shall be furnished, fully equipped and ready for use by the secretariat at least 48 hours prior to the opening of the Conference and for 24 hours after the closure of the Conference and shall remain at the disposal of the secretariat 24 hours a day throughout the duration of the Conference. The area within the Conference premises to be used for the pre-sessional meetings shall be furnished, fully equipped and ready for use by the secretariat at least 24 hours prior to the pre-sessional meetings.

4. The area to be used for registration shall be available seven days prior to the beginning of the pre-sessional meetings. An area within the Conference premises to be used as a server room for the computer equipment shall be available three weeks prior to the beginning of the pre-sessional meetings.

5. For the duration of the pre-sessional meetings and the Conference, the UK shall maintain in good repair the rooms and equipment it provides. Therefore, the UK shall provide an adequate number of qualified technical personnel for any needed installation, maintenance, support and dismantling of all technical equipment, structures and furniture, in accordance with Article 8, paragraph 2 of the present Agreement. The technical personnel shall be under the supervision of the Executive Secretary or an officer of the secretariat designated by her.

6. The UK shall install and make available facilities for media representatives for the coverage of the proceedings of the Conference. The UK shall appoint a host country media liaison officer, who will assist and liaise with the press/media officers designated by the secretariat in coordinating the media facilities and services for the Conference, and a host country communications officer, who will assist and liaise with the secretariat's spokesperson for the Conference on messaging and substantive issues.

7. The UK shall bear all transport costs, insurance charges and related expenses for the outbound and return shipment between the secretariat or any established United Nations office and the site of the Conference of all supplies and equipment required for the adequate functioning of the Conference. The UK may alternatively provide, in consultation with the secretariat, equivalent supplies and equipment at the Conference venue.
8. The UK shall appoint a transport liaison officer, who shall liaise with a transport liaison officer designated by the secretariat, to ensure proper shipment of the goods needed for the Conference.
9. The UK shall ensure that adequate office space is available for use by the core Conference team, comprising relevant secretariat staff and other staff, at least four weeks prior to the beginning of the pre-sessional meetings.
10. The UK shall ensure that lockable storage space is available within the Conference premises for the storage of goods needed for the Conference at least four weeks prior to the commencement of the pre-sessional meetings or make available alternative storage space until the premises are made available for use by the secretariat.
11. The UK shall ensure that banking facilities are available within the Conference premises so that the secretariat can conduct the financial transactions needed for the administration of the Conference. The UK shall also ensure that a bank branch is operating at the Conference premises for the duration of the pre-sessional meetings/Conference. The UK shall facilitate the opening of a bank account by the secretariat and provide any other assistance that the secretariat may require to conduct financial transactions related to the Conference.
12. The UK shall ensure that catering services and transport services as well as a service centre with IT accessories and photocopying facilities are available within the Conference premises for the duration of the pre-sessional meetings/Conference. Such 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 with the secretariat.
13. The UK shall provide the facilities required to enable the participation of Conference participants with disabilities. Conference participants with disabilities should be able to access all parts and services of the Conference premises. The UK shall ensure transportation that can accommodate Conference participants with disabilities.
14. The UK may consult the secretariat with a view to obtaining its assistance in identifying entities of concern with questionable precedents with which the UK, as the host of the Conference, should not conclude sponsorship agreements in connection with the Conference.

15. The UK shall not display within the Conference premises the name, logo or emblem of any entity with which it has concluded an agreement in connection with the Conference without the written approval of the secretariat. Requests for such approval must be made in writing to the Director of the Communications and Engagement Division of the secretariat, giving full details of the entity whose name, logo or emblem the UK wishes to display. The Director may grant approval on such terms and conditions as the secretariat deems fit given its status as a United Nations entity, including on whether, how and where the name, logo or emblem may be displayed.

Article 4

Climate neutrality and sustainability

1. In providing the Conference space, premises, equipment, utilities and services referred to in Article 3 above, the UK shall ensure the climate neutrality of the Conference. To this end, the UK shall avoid and reduce the greenhouse gas emissions associated with hosting the Conference to the extent possible, and calculate and offset the remaining emissions, including those related to travel by all registered participants to the Conference, through, inter alia, purchase and cancellation of UNFCCC-recognized offsets, such as certified emission reductions. The secretariat shall provide the UK with a calculation of the greenhouse gas emissions related to such travel consistently with accepted international standards and propose an appropriate radiative forcing index. The UK shall also collaborate with the secretariat in formulating and implementing a plan to reduce the consumption of paper during the Conference and implementing a waste management system.

2. The UK shall implement an internationally recognized sustainability/environmental management system to plan, coordinate and report on the sustainability related aspects of the Conference and shall ensure that such a system is evaluated and certified by an independent third party.

3. Additionally, any equipment/services/resources, required for the implementation of a climate-neutral and sustainable Conference shall be provided by the UK at its expense.

Article 5

Medical facilities, sanitation standards and hygiene protocols

1. The UK shall ensure that adequate medical facilities with personnel qualified in first aid and in handling emergencies are available within the Conference premises. Immediate access and admission to hospital shall be assured by the UK whenever required by a participant attending the pre-session meetings/Conference pursuant to Article 2 above. The necessary transport from the Conference

premises shall be constantly available during the pre-sessional meetings and the Conference to the appropriate medical facilities.

2. In view of the ongoing COVID-19 pandemic, the Parties shall ensure that adequate sanitation standards and hygiene protocols are in place for the pre-sessional meetings/Conference/UNFCCC meetings. Such standards and protocols shall be clearly defined by the Parties in a separate memorandum of understanding to be concluded in a timely manner.

Article 6

Accommodation and transportation

1. The UK shall ensure that:
 - (a) Adequate and easily accessible accommodation is available to Conference participants, including those from developing countries at hotels or residences at reasonable commercial rates;
 - (b) Affordable and easily accessible accommodation is available to participants from developing countries eligible for funding from the Trust Fund for Participation in the UNFCCC process. The UK shall reserve such accommodation for those participants upon their request even if they are not in a position to advance a deposit. The secretariat shall assist the UK in the processing of such requests, including by advancing a deposit for the participants who request it.
 - (c) Adequate transportation is available to all Conference participants:
 - i. To and from the airport before, during and after the Conference on a reasonable commercial basis;
 - ii. Between the principal hotels and the Conference premises for the duration of the pre-sessional meetings/Conference at the expense of the UK;
 - (d) Vehicles with drivers for use by the secretariat and other United Nations officials indicated by the Executive Secretary are available, at the expense of the UK, details of which will be specified in the logistical agreement.

Article 7

Conference communications, websites and outreach activities

1. The UK shall ensure that:
 - (a) In all public information and Conference-related materials, and in media, press releases and briefings related to the Conference, the officially recognized name or names of the Convention and of the meetings of Convention bodies are used, as specified in annex I to this Agreement;
 - (b) In public and Conference information materials, internal and external broadcast transmissions, and podium arrangements related to the Conference, the visual design of the Conference venue, including the display of the official logos of the United Nations and the Convention, are in accordance with the specifications in annex I to this Agreement. If the UK wishes to design and display a Conference logo and/or other graphic or decorative elements for inclusion within the specifications provided, the UK and the secretariat shall agree upon the design and on the method of display of such marks or elements in advance of the Conference;
 - (c) The United Nations flag is 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 with the secretariat;
 - (d) All official information concerning the sessions of Convention bodies is made available on the secretariat website at <http://www.unfccc.int>. The UK shall make available relevant information for inclusion on the secretariat website. Webcasting of the official proceedings live and on demand, as agreed with the secretariat, shall also be provided. The UK may create its own website and social media channels; design, layout and content should be complementary and closely synchronised with the Communications and Engagement Division of the secretariat. The nature of activities carried out within the Conference premises during the Conference related to communications and engagement, such as those for local non-governmental organizations, media or communities, is agreed in advance with the secretariat;
 - (e) It undertakes initiatives to promote and facilitate the participation and engagement of observer organizations, in the lead-up to and during the Conference and to provide facilities including space for their activities during the Conference within the Conference premises.

Article 8

Liaison officer and local and technical personnel

1. The UK shall appoint representatives experienced in conference management to act as focal points between the secretariat and the UK and to be responsible and to have the requisite authority, in consultation with the secretariat official designated by the Executive Secretary, for carrying out the arrangements for the Conference as required under this Agreement.
2. The UK shall recruit and make available at its expense local personnel, requirements for which will be specified in the logistical agreement, and technical personnel, all fluent in English, required in addition to the staff of the secretariat. Such local and technical personnel shall be available, as required:
 - (a) For work throughout the entire period of the Conference, including, when required, during the pre-sessional period;
 - (b) At least one week before the opening and at least three days after the closing of the Conference;
 - (c) To maintain night services as may be required in connection with the Conference.

Article 9

Police protection and security

1. The UK shall be responsible for providing, at its expense, such police protection and security as may be required to ensure the efficient running of the pre-sessional meetings/Conference/UNFCCC meetings without interference. Such police service shall be under the direct supervision and control of a senior police officer to be designated by the UK. He/she shall work in close cooperation with the United Nations Event Security Coordinator appointed by the UNDSS for this purpose so as to ensure a peaceful and secure atmosphere.
2. Security within the Conference premises shall be the responsibility of the UNDSS, which shall work with the secretariat and in close collaboration with the security authorities of the UK. Security outside the Conference premises shall be the responsibility of the UK. The boundaries of the two security zones and the modalities of cooperation shall be clearly defined by the UK and the secretariat in a separate memorandum of understanding before the premises are handed over to the secretariat.
3. The secretariat shall, with the cooperation of the UK, prepare a comprehensive security plan for the Conference premises based on a United Nations security assessment. This security plan shall be the framework for all tasks relating to security within the Conference premises.

4. Without prejudice to the provisions of Article 10, below, the UK shall provide adequate security outside the premises where the pre-sessional meetings and the UNFCCC meetings will be held, to ensure a peaceful and secure environment.

5. The UK shall provide security equipment and security personnel to the secretariat at the UK's expense details of which will be specified in the logistical agreement.

Article 10

Privileges and immunities

1. 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 General Convention"), to which the UK is a party, shall be applicable to the pre-sessional meetings/Conference/UNFCCC meetings, as appropriate:

- (a) Representatives of the Parties and the observer States to the Convention, the Parties and observer States to the Kyoto Protocol and the Parties and the observer State to the Paris Agreement shall enjoy the privileges and immunities provided under Article IV of the General Convention;
- (b) Officials of the secretariat and other United Nations officials participating in and/or performing functions in connection with the pre-sessional meetings/Conference/UNFCCC meetings shall enjoy the privileges and immunities provided under Articles V and VII of the General Convention; and
- (c) Experts on mission of the United Nations in connection with the pre-sessional meetings/Conference/UNFCCC meetings shall enjoy the privileges and immunities provided under Articles VI and VII of the General Convention.

2. Core personnel of the Adaptation Fund, the Green Climate Fund and the Global Environment Facility, participating in and/or performing functions in connection with the pre-sessional meetings/Conference/UNFCCC meetings 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 pre-sessional meetings/Conference/UNFCCC meetings.

3. Representatives of the Executive Board of the clean development mechanism (hereinafter referred to as "the CDM"), participating in and/or performing functions in connection with the CDM meeting scheduled to be held from 26 to 29 October 2021 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 CDM meeting.

4. Representatives of the specialized agencies of the United Nations participating in and/or performing functions in connection with the pre-sessional meetings/Conference/ UNFCCC meetings shall enjoy the privileges and immunities provided by Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 (hereinafter referred to as “the Specialized Agencies Convention”) in connection with the pre-sessional meetings/Conference/UNFCCC meetings.

5. Representatives of the related agencies of the United Nations participating in and/or performing functions in connection with the pre-sessional meetings/Conference/UNFCCC meetings shall enjoy the privileges and immunities accorded to them under the existing international agreements listed below, as well as related UK national legislation, in connection with the pre-sessional meetings/Conference/UNFCCC meetings:

- the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization on the conduct of activities, including post-certification activities, relating to International Monitoring Facilities for the Comprehensive Nuclear-Test-Ban Treaty;
- the Agreement on the Privileges and Immunities of the International Atomic Energy Agency;
- the Agreement on the Privileges and Immunities of the International Criminal Court;
- the Co-operation Agreement between the International Organization for Migration and the Government of the United Kingdom of Great Britain and Northern Ireland;
- the United Nations Convention on the Law of the Sea and the Protocol on the Privileges and Immunities of the International Seabed Authority;
- the Agreement on the Privileges and Immunities of the International Tribunal for the Law of the Sea;
- the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Government of the United Kingdom of Great Britain and Northern Ireland on the Privileges and Immunities of the OPCW; and
- the Agreement Establishing the World Trade Organisation.

6. The personnel provided by the UK under Article 8 above shall be placed under the full and sole direction and supervision of the Executive Secretary. The UK undertakes to take all necessary measures to ensure that the personnel are able to perform their functions in relation to the Conference with complete independence.

7. Without prejudice to the privileges and immunities provided for under international agreements to which the UK is a party, the privileges, immunities and facilities provided for in this Agreement are granted to ensure the proper functioning of the pre-sessional meetings/Conference/UNFCCC meetings.

8. Without prejudice to the privileges and immunities provided for under international agreements to which the UK is a party, it is the duty of all participants to respect the laws, regulations and measures in force in the UK.

9. Consistent with the privileges and immunities provided for under international agreements to which the UK is a party:

- (a) the Executive Secretary shall cooperate with the UK authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent abuse in connection with the privileges, immunities and facilities accorded under this Agreement;
- (b) the Secretary-General of the United Nations shall have the right to waive the privileges and immunities accorded to individuals in paragraphs 1 (b), 1(c), 2 and 3 of this Article 10, except that the United Nations Security Council shall have the right to waive the privileges and immunities of the Secretary General;
- (c) the relevant Party or observer State to the Convention, Kyoto Protocol or Paris Agreement shall have the right to waive the privileges and immunities accorded to their respective representatives in paragraph 1 (a) of this Article 10;
- (d) the specialized agencies of the United Nations shall have the right to waive the privileges and immunities accorded to their respective representatives in paragraph 4 of this Article 10; and
- (e) the related agencies of the United Nations, as applicable, shall have the right to waive the privileges and immunities of their respective representatives in paragraph 5 of this Article 10.

10. All persons referred to in Article 2 above and all persons performing functions in connection with the pre-sessional meetings/Conference/UNFCCC meetings shall have the right of entry into and exit from the UK, and no impediment shall be imposed on their transit to and from the Conference/UNFCCC meetings premises. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. This does not exclude the presentation by the UK, to the Executive Secretary, of well-founded objections based on law concerning the entry of a particular individual. Such objections, however, must relate to specific criminal, security, including border security, matters and not to nationality, religion, professional or political affiliation. Arrangements shall also be made to ensure that visa waivers for the duration of the pre-sessional

meetings/Conference/UNFCCC meetings are considered where appropriate by the Border Force National Command Centre of the United Kingdom of Great Britain and Northern Ireland authorities in the event that a confirmed participant would present at a port of departure with intention to travel to a port of entry of the UK without the requisite visa. Every effort will be made by all parties to encourage participants to attempt to secure the relevant visa in advance of presenting at a port of departure with intention of arrival at a UK port of entry, and it is agreed that any waivers are on an exceptional basis only, which decision will be made following consultation between the Parties. The UK shall appoint an official who shall act as a liaison officer between the UK and the secretariat and shall be responsible for carrying out the arrangements related to visas, visa waivers and entry permits.

11. Any individuals attending the pre-sessional meetings/Conference/UNFCCC meetings in-person will be required to comply with the measures applicable to ensure public health and safety in the context of COVID-19 pandemic. The UK will inform the secretariat of such measures in advance, and all participants will be notified of requirements that are generally applicable for travel and entry to the United Kingdom prior to their travel, including any quarantine and COVID-19 testing requirements in force at the time of the Conference.

12. The pre-sessional meetings/Conference/UNFCCC meetings premises specified in Article 1 above are premises of the United Nations in the sense of Article II, section 3, of the General Convention and access thereto is subject to the authority and control of the secretariat. These premises shall be inviolable for the duration of the pre-sessional meetings/Conference/UNFCCC meetings, as well as during the setup and dismantling periods as detailed in the memorandum of understanding to be concluded pursuant to paragraph 2 of Article 9 of this Agreement.

13. The UK shall allow the temporary importation, tax-free and duty-free, with regard to the equipment necessary for the pre-sessional meetings/Conference/UNFCCC meetings, including written, audio, video, photographic and other materials and 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 UK shall ensure that a system for speedy clearance of such items for the pre-sessional meetings/Conference/UNFCCC meetings is in place.

14. The secretariat shall enjoy the same value added tax privileges that other United Nations agencies and/or international organizations in the UK currently enjoy. Accordingly, the secretariat will recover, from the Foreign, Commonwealth and Development Office of the United Kingdom of Great Britain and Northern Ireland, upon presentation of original tax invoices, any VAT paid when making purchases of goods and services for official use in connection with the pre-sessional meetings/Conference/UNFCCC meetings, including when such purchases are made by the UK on behalf of the secretariat at its request and to be paid for by the secretariat.

15. The privileges and immunities accorded under this Agreement are without prejudice to the privileges and immunities provided for under international agreements and legal instruments to which the UK is a party, and the privileges and immunities afforded under UK national legislation.

16. This Agreement does not confer any privilege or immunity on any person as the representative of the UK or as a member of the official staff of such a representative, or on any person falling in Articles 10(1)(a) and 10(2) who is a British citizen, British overseas territories citizen, British overseas citizen, British national (overseas) or permanent resident of the UK.

Article 11

Financial arrangements

1. The UK, in addition to the financial obligations provided for elsewhere in this Agreement and supplemental agreements to be agreed between the Parties, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Glasgow, United Kingdom of Great Britain and Northern Ireland rather than in Bonn, Germany. Such costs, which are provisionally estimated to be GBP 3,494,700 (equivalent to USD 4,949,400), 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, service or attend the Conference, as well as the costs of preparatory technical missions required to plan for the Conference and the cost of information and cyber security services. The UK will transfer this estimated amount to the secretariat pursuant to a separate agreement between the Parties to be concluded through exchange of letters.

Article 11bis

Implications of the COVID-19 pandemic

1. In view of the ongoing COVID-19 pandemic, the Parties agree that the date; and/or venue of the Conference premises or UNFCCC meeting premises; and/or the full in-person participation format of the pre-sessional meetings/Conference may need to be modified, in which case such modifications will be effected by mutual agreement of the Parties through an exchange of Notes Verbales. The date by which such modifications will be made will be agreed between the Parties and stipulated in the agreement to be concluded through exchange of letters, referred to in Article 11 of this Agreement.

2. In the event the pre-sessional meetings/Conference are unable to proceed as scheduled and may require to be postponed, cancelled or held in a modified format, the Parties shall consult and mutually agree on the settlement of any matters arising as a result of such postponement, cancellation or modification of format and the secretariat shall not be liable to pay or compensate the UK for any goods,

services, or facilities procured, or costs incurred whatsoever, in relation to or resulting from such postponement, cancellation or modification of format of the pre-sessional meetings/Conference or the change in venue of the pre-sessional meetings/Conference.

3. In the event of a postponement or modification of format of the Conference pursuant to this Article, this Agreement shall remain in force and be modified to stipulate the new dates or format of the Conference, once endorsed by the Bureau, by mutual agreement of the Parties through an exchange of Notes Verbales.

Article 12

Liability

1. The UK shall be responsible for dealing with any action, claim or other demand against the secretariat, the United Nations or any of their officials arising out of:

- (a) Injury to persons or damage to or loss of property within the Conference/UNFCCC meetings premises as referred to in Article 1 above that are provided by or are under the control of the UK;
- (b) Injury to persons or damage to or loss of property caused by, or incurred in using the transport services that are provided by or under the control of the UK;
- (c) The employment for the pre-sessional meetings/Conference of the staff provided by the UK under Article 8 above, and the staff made available for the UNFCCC meetings;
- (d) Postponement, cancellation or modification of format or venue of the pre-sessional meetings/Conference pursuant to Article 11bis of this Agreement.

2. The UK shall indemnify and hold harmless the United Nations and the secretariat and any of their officials in respect of any such action, claim or demand, except where it is agreed by the United Nations/secretariat and the UK, or, absent such agreement, where it is determined in accordance with Article 13 below, that such damage, loss or injury is caused by the gross negligence or wilful misconduct of the United Nations/secretariat or its officials.

3. Without prejudice to the provision of paragraph 2 of this Article 12, any action, claim or demand under this Article resulting from the negligence of the secretariat, which the secretariat is liable to pay, and that are covered and payable under the event liability insurance policy for COP 26, will in the first instance be settled through that policy.

Article 13

Settlement of disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement that is not settled by negotiation or another 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 UK 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.

Article 14

Confidential nature of documents and information

1. Information and data that are considered proprietary by either party or that are delivered or disclosed by one party to the other party in the course of the implementation of this Agreement, and that are designated as confidential, shall be held in confidence and treated in accordance with the instructions of the party disclosing the information.

- (a) The UK may disclose such information to the extent required by law, subject to the provisions of the General Convention, Specialized Agencies Convention or IAEA Agreement, as applicable and providing the secretariat sufficient prior notice of a request for the disclosure of such information to allow the secretariat a reasonable opportunity to approve such disclosure.
- (b) The secretariat may disclose such information to the extent as required pursuant to the Charter of the United Nations, applicable regulations and rules, or as may be required by the governing bodies of the secretariat.

Article 15

Supplementary agreements

1. The Parties shall enter into any other supplementary agreements in relation to the pre-sessional meetings/Conference/UNFCCC meetings.

Article 16

Final provisions

1. This Agreement may be modified by written agreement between the secretariat and the UK.
2. This Agreement shall enter into force on the date of signature and shall remain in force up to and for the duration of the pre-sessional meetings/Conference/UNFCCC meetings 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 *****, on the ***** day of *****, in two originals in the English language, both texts being equally authentic.

For the secretariat of the United
Nations Framework Convention on
Climate Change, the Kyoto Protocol
and the Paris Agreement

For the United Kingdom of Great
Britain and Northern Ireland

Ms. Patricia Espinosa

Executive Secretary

The Rt. Hon. Alok Sharma

COP President Designate

Annex I

Recognized names and visual design specification

| | |
|------------------------|--|
| Full name: | the United Nations Framework Convention on Climate Change |
| Short name: | the Climate Change Convention |
| Second reference name: | the Convention |
| Third reference name: | United Nations Climate Change (used for promotional purposes) |
| Acronym: | the UNFCCC |
| Full name: | the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement |
| Short name: | the United Nations Climate Change Secretariat |
| Second reference name: | the secretariat |
| Full name: | the Kyoto Protocol to the United Nations Framework Convention on Climate Change |
| Short name: | the Kyoto Protocol |
| Full name: | the twenty-sixth session of the Conference of the Parties to the United Nations Framework Convention on Climate Change |
| Short name: | the UNFCCC Conference of the Parties |
| Second reference name: | the Conference of the Parties |
| Acronym: | COP 26 |
| Full name: | the sixteenth session of the Conference of the Parties serving as the meeting of the Parties to the Kyoto Protocol |
| Acronym: | CMP 16 |
| Full name: | the third session of the Conference of the Parties serving as the meeting of the Parties to the Paris Agreement |
| Acronym: | CMA 3 |
| General name: | United Nations Climate Change Conference (only for use in public information releases) |
| Acronym: | COP 26/CMP 16 |
| Full name: | the Government of the United Kingdom of Great Britain and Northern Ireland |
| Short name: | the Government |

For communication and outreach purposes, the Conference is called the “United Nations Climate Change Conference 2021 UK”.

The specification for the Conference design should follow the UNFCCC conference branding guidelines. The designs used for previous conferences may be used as reference.

CCS0721882320

978-1-5286-2780-1