

Agreement on the joint organization of the

**“International Conference on Water for Agriculture and Energy in Africa:
The Challenge of climate change”**

Between

- **Great Socialist Peoples Libyan Arab Jamahiriya and**
- **Food and Agriculture Organization of the United Nations,**

PART I – INTRODUCTION

Article 1 Scope of the Agreement

The provisions set out the respective responsibilities to be assumed by the Great Socialist Peoples the Libyan Arab Jamahiriya, hereinafter referred to as “the Great Jamahiriya”, and the Food and Agriculture Organization of the United Nations, hereinafter referred to as “FAO”, to ensure the timely and smooth conduct of the “International Conference on Water for Agriculture and Energy in Africa: the Challenge of climate change”, hereinafter referred to as “the Conference”, organized by FAO with the support of the The Great Jamahiriya, to be held in Sirte, the Great Jamahiriya from 15 to 17 December 2008.

Article 2 Purpose of the Conference

The overall purpose of the Conference would be to address water resources in Africa in the context of increased demand by the agricultural and energy sectors and changing climatic conditions. More specifically the following indicative themes will be examined by the Conference:

- Estimate the potential and demand for development of water for agriculture and energy at continental, river basin and country levels that take into account existing knowledge on impacts of climate change and bioenergy development
- Potential and demand for water and clean energy in Africa in 2015 and 2050;
- Improved water and energy security in the context of major African river basins;
- small-scale water control and irrigation technology in support of food security;
- Strategies to secure and increase investment for water and clean energy in the region



2008-04-02



The outcomes of the Conference could include:

- A commitment by Heads of States of Africa and development partners to engage into a long term investment programme for water development in support of agriculture and clean energy
- A Declaration and Plan of Action at short, medium and long term on water control for agriculture and clean energy.

Article 3 Structure of the Conference

The Conference will adopt its own Rules and Procedure

Article 4 Organizational Structure

1. The Great Jamahiriya will establish a national Conference Committee that will be responsible for the implementation of all local arrangements of the Conference including participation of all concerned national institutions. It will liaise with the Steering Committee and the FAO Executive Secretariat. The National Conference Committee will appoint an Executive Officer to organize and carry out the preparations and liaise with FAO Executive Secretariat.
2. FAO will establish:
 - A Steering Committee that includes representatives of the Great Jamahiriya and FAO. It will ensure the necessary coordination for the smooth preparation, running and follow-up to the Conference. The Steering Committee has the overall responsibility for directing the substantive and technical content and structure of the Conference, including guidance, support, review and clearance. The Steering Committee can extend invitation to other representative bodies as observers.
 - The Executive Secretariat is responsible for the day-to-day organization of the Conference. It is composed of the Director of Land and water Division of FAO and a small group of professionals and resource persons.
 - A Scientific Committee to ensure the supervision of technical documents as well as orientation to the Executive Secretariat.

Article 5 Languages

The Conference will be conducted in Arabic, English, French and Spanish. The main documents of the Conference will be in the same languages.



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PART II – RESPONSIBILITIES OF THE THE GREAT JAMAHIRIYA

Article 6 Administrative, Technical and Logistical Responsibilities

As the Host of the Conference, The Great Jamahiriya agreed to provide for all administrative, technical and logistical support necessary for the smooth implementation and the success of the conference in this connection it agreed to cover the cost of the participation of Least Developed Countries (LDCs) delegations to attend the Conference.

Article 7 Staff

The Great Jamahiriya will:

- (a) designate the Chairperson of the national Conference Committee;
- (b) make available an assistant secretary, a conference executive officer and conference secretarial staff, including bilingual secretaries to act as conference staff, including as facilitators, guides, information desk staff, etc;
- (c) designate a media officer to liaise with the media.

Article 8 Security

In order to ensure the smooth functioning of the Conference, The Great Jamahiriya will take all measures to ensure security on the premises in which the Conference will be held and ensure the safety of the Participants and FAO officials.

Article 9 Privileges and Immunities

- (1) The Great Jamahiriya recognizes that the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, hereinafter referred to as "the Convention", will be applicable to the Conference. Accordingly, representatives of the Great Jamahiriya and officials of FAO performing official functions in connection with the Conference will enjoy the privileges and immunities provided by Articles V and VI of the Convention. FAO declares that participants from organizations are experts on mission within the meaning of Annex II to the Convention, and consequently it is agreed that they will enjoy the privileges and immunities provided by that Annex.
- (2) Without prejudice to the provisions of the Convention, all persons performing functions in connection with the Conference, including observers, shall enjoy immunity from legal process in respect of words spoken or written in connection with their functions during the Conference.
- (3) Without prejudice to their privileges and immunities, it is the duty of all participants enjoying privileges and immunities to respect the laws and



regulations of Libya. They also have a duty not to interfere in the internal affairs of Libya.

Article 10 Visas

The Great Jamahiriya will ensure the granting of visas to delegates, participants and observers attending the Conference, provided that the general conditions governing the granting of visas are fulfilled.

Article 11 Claims against FAO

- (1) The Great Jamahiriya will deal with any action, claim, or other demand against FAO or its personnel arising out of:
 - (a) injury to persons or damage to property on the premises provided for the Conference;
 - (b) injury to persons or damage to property incurred in using the transportation provided by The Great Jamahiriya for the Conference; and
 - (c) the employment by The Great Jamahiriya of temporary personnel for the Conference.
- (2) The Great Jamahiriya will hold harmless FAO and its personnel in respect of any such action, claim or demand, unless these damages were caused by gross negligence or intentionally caused by personnel of FAO.

Article 12 Facilities and Equipment

The Great Jamahiriya will provide:

- (a) one plenary room with seating space for 300 persons and the Presidential Podium in addition to one auditorium fully equipped for simultaneous interpretation in the languages of the Conference; three large meeting rooms, 5 rooms for breakout sessions, an exhibition area, three offices fully furnished, one extra reserved meeting room, and a space for duplication, collation and storage of documents, computers and internet facilities in the place of Conference, photocopy machine and other office equipments;
- (b) transport to the Conference and return to FAO of any equipment not available in Libya, should The Great Jamahiriya request FAO's assistance in supplying them.

Article 13 Stationary and Service

The The Great Jamahiriya will provide:

- (a) office supplies, stationery and paper as required;



- (b) facilities for the local reproduction and translation of documents needed for the Conference; and
- (c) computers and internet facilities.

Article 14 Transport

The Great Jamahiriya will provide:

- 1) Transport from Tripoli to Sirte and return for all participants of the Conference
- 2) internal transport for the delegates and participants of the Conference.
- 3) transport within the country of all material and supplies provided by FAO. In case of transport by air, the obligation will start from the international airport where the goods arrive.

Article 15 Other Arrangements

The Great Jamahiriya will:

- (1) be responsible for the hospitality and accommodation for all the participants
- (2) arrange for and take care of all hotel bookings and travel arrangements to the country as required
- (3) Arrange sightseeing tours as may be required by the Steering Committee.
- (4) Any other arrangements as deemed necessary and agreed upon by the parties.

PART III – RESPONSIBILITIES OF FAO

Article 16 Administrative Responsibilities

FAO will be responsible for:

- (a) preparing and issuing invitations;
- (b) formulating a detailed programme of the Conference; the themes of the conference will be identified through an open consultative process facilitated by FAO and involving a wide range of partners from The Great Jamahiriya, UN Agencies, CSOs, and other stakeholders;
- (c) identifying authors and the preparation of the issue papers;
- (d) cover the cost of simultaneous interpretation in Arabic, English, French and Spanish for the main sessions of the Conference.
- (e) Cover the cost of translation, printing and distribution of the main documents in all languages of the Conference.



- (f) Cover the costs of the participation of Keynote speakers and High level experts
- (g) Cover the cost of technical preparation including issues papers, case studies and other technical documents.

Article 17 Technical assistance

FAO will be responsible for providing technical assistance for the organization of the Conference, in particular by:

- (a) ensuring the technical and policy supervision of the contents of the issues papers to be prepared by the selected authors;
- (b) contracting and ensuring technical supervision of the interpreters and translators employed for the Conference;
- (c) carrying out an adequate number of case studies, in order to prepare technical and policy reports (from the point of view of the governments, civil society, scientific community and research institutions and the private sector) with respect to issues to be discussed in the Conference;
- (d) issuing and distributing a report of the Conference after its conclusion, in consultation with the Steering Committee;
- (e) ensuring follow-up of the Conference and mobilization of international community to implement actions recommended by the Conference.

Article 18 Staff

FAO will:

- (a) designate the Executive Secretary of the Conference;
- (b) make available, at FAO Headquarters, an assistant secretary, a conference officer, an administrative officer and conference secretarial staff, including bilingual secretaries; technical and policy panel working groups and review Committees;
- (c) establish and maintain an electronic forum, to disseminate and promote discussion and information about the Conference;
- (d) Disseminate Conference related information, briefs and news releases.

PART IV – TRUST FUNDS

Article 19 Administration of Trust Fund

- (1) In order to allow FAO to assume its responsibilities contained in this agreement, The Great Jamahiriya provide an amount of US\$ 1000.000 that will be deposited in the following Trust Fund. This amount will be used for the purpose of the Conference and a detailed budget report will be provided at the end of the Conference.

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[Handwritten signature]

FAO/UN Water Trust Fund US\$ Account
Bank: HSBC New York, New York, N. Y. USA
Swift/BIC: MRMDUS33
ABA/Bank Code: 021001088
Account No.: 000156426

- (2) The Trust Fund established for this purpose shall be administered by FAO in accordance with the Financial Rules of the Organization. It is understood that start of activities to be undertaken by FAO is dependent upon the receipt of funds into this Trust Fund.

PART V – GENERAL PROVISIONS

Article 20 Dispute Settlement

Any dispute concerning the interpretation or application of this Agreement will, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom will be appointed by the Director-General of FAO, one by The Great Jamahiriya, and the third, who will be the chair, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chair, then such arbitrator will be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

Article 21 Entry into Force

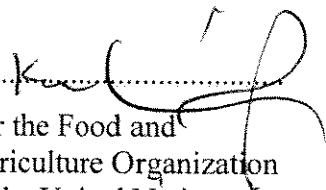
This Agreement will enter into force on the date of its signature.

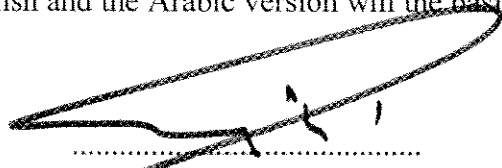
Article 22 Termination

- (1) This Agreement may be terminated by either party by giving one month's notice in writing, in the event that the Conference cannot take place at the time or place stated therein.
- (2) In this event, a statement of expenditure and legal commitments incurred up to the expiry of the notice period will be drawn up. The parties agree to reimburse any deficit or surplus arising from the statement of expenditure.

2008-04-02

This agreement is prepared in Arabic and English and the Arabic version will be the basis of the agreement.


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For the Food and
Agriculture Organization
of the United Nations


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For the Great Socialist Peoples
Libyan Arab Jamahairya

Date:

2008-04-02

Date