COOPERATION AGREEMENT
BETWEEN THE
WORLD TOURISM ORGANIZATION (UNWTO)
AND THE
INTERNATIONAL NETWORK ON REGIONAL ECONOMICS,
MOBILITY AND TOURISM (INROUTE) ASSOCIATION
FOR THE DEVELOPMENT OF OFFICIAL GUIDELINES FOR ENTITIES
INVOLVED WITH REGIONAL & LOCAL TOURISM DESTINATIONS

Whereas the World Tourism Organization - UNWTO (hereinafter referred to as “UNWTO”), represented by its Executive Director Mr. Márco Favilla is a specialized agency of the United Nations and the leading public international organization in the field of tourism, with a membership encompassing 161 countries and territories and more than 400 Affiliate Members (representing the private sector, educational institutions, tourism associations and local tourism authorities), and with a UN mandate, amongst others, to “collect, analyse, publish, standardize and improve the statistics of tourism”;

Whereas the International Network on Regional Economics, Mobility and Tourism - INRouTe Association (hereinafter referred to as “INRouTe”), constituted under the laws of Spain, whose headquarters are located at Paseo Donostia, 90 1º, 20115 in the Municipality of Astigarraga and duly represented by its Chair Mr. José Quevedo, is a non-profit association founded by two UNWTO Affiliate Members: the Cooperative Research Centre in Tourism – CIClourGUNE and the statistical consulting firm ARALDI. Its principal aim is to provide guidance to entities involved with regional and local tourism destinations in order to develop policy-oriented measurement and analysis of tourism according to the conceptual framework for statistical purposes established in 2008 by the United Nations. In this way, INRouTe seeks to contribute to more informed and effective policy.

With this goal in mind, INRouTe brings together international experts as Associate Partners to share information and engage in a range of activities relating to, and thus building on, specific regional/level Research Areas (described in Annex 1);

Whereas UNWTO recognizes the significant contribution that can be made by the private and public tourism stakeholders to its strategic objectives and therefore actively promotes cooperation arrangements with private sector stakeholders;

Whereas the parties recognize the Memorandum of Agreement for Launching the International Network on Regional Economics, Mobility and Tourism (INRouTe) Project signed on 7 July 2009 by

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Cooperation Agreement between UNWTO and INRouTe

UNWTO, Araldi S.L. and the Co-operative Research Centre in Tourism—CICtourGUNE (the last two entities being founding partners of the INRouTe Association and UNWTO Affiliate Members); and

Whereas the parties are both able and willing to cooperate in the provision of guidance to entities involved with regional and local tourism destinations already mentioned.

Now therefore, the parties have agreed as follows:

Article I: Objective

1.1. The objective of the mutual cooperation comprising this agreement is for INRouTe to develop a set of ‘general guidelines’—one ‘general guideline’ for each of the Research Topics mentioned in Annex 1—that UNWTO may use in developing official guidelines for the measurement and analysis of tourism at sub-national (regional and local) levels. INRouTe is given a maximum time span of 4 years since the signing of the present Agreement, to deliver this set of ‘general guidelines’ to UNWTO. The set should be consolidated enough, as reasonably esteemed by both parties, for UNWTO to use as principal input for its official guidelines.

1.2. It may be the case that over time INRouTe decides to re-organize/adapt/expand its current set of Research Topics while not modifying the scope of work of INRouTe as described in this Agreement.

Article II: Legal status of the parties

2.1. Nothing contained in or relating to this Agreement shall be construed to create a joint venture, employment or agency relationship between the Parties. Being INRouTe legally separate from UNWTO, the latter shall not be legally responsible for the acts or omissions of INRouTe and shall bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

2.2. The officials, representatives, employees, or subcontractors of either party shall not be considered in any respect as being the employees or agents of the other party. Both INRouTe and UNWTO will designate staff to contribute to fulfilling this Agreement, and the parties each designate a coordinator for this Agreement.

2.3. The cooperation between the Parties under this Agreement shall be on a non-exclusive basis.

Article III. Resources and Responsibilities of UNWTO

3.1. UNWTO:

A. Assigns the necessary staff from the Statistics and Tourism Satellite Account Programme, and any other programme as deemed appropriate, to dedicate a number of hours of work and other resources to contribute towards achieving the INRouTe-relevant objectives of its programme of work for Statistics, notably:
   - The series of ‘International Conferences on the Measurement and Economic Analysis of Regional Tourism’;
   - the ‘guidelines on governance for the INRouTe project’.

B. Grants INRouTe the use of any material resulting from the above mentioned series of International Conferences.

[Signature]
C. May refer, as appropriate, petitions for education, capacity building, technical assistance and co-organization of events to INRUoTe. Referral is never on an exclusive basis and always on the condition that the petitions relate to one or more of the research topics outlined in Annex 1 which represents an integral part of this Agreement, all at the regional/local level and in line with INRUoTe's Business Model (see 4.1.C).

D. Accepts that the present Agreement does not cover any potential contracts to be concluded between UNWTO and INRUoTe for the provision of services.

E. Shall not be responsible for any fees, costs or expenses related to or incurred by INRUoTe, or incur any liabilities, in connection with this agreement.

F. Shall not be responsible for any fees, costs or expenses related to or incurred by INRUoTe, or incur any liabilities, in connection with this agreement.

G. Agrees to hold a meeting with INRUoTe every 3 months to discuss the progress made and request from INRUoTe any other information as deemed appropriate.

H. Will explore other possibilities of cooperation in the future.

**Article IV. Resources and Responsibilities of INRUoTe**

4.1 INRUoTe:

A. Assigns the necessary staff and contributes the administrative support and technical infrastructure (electronic platform, documentation management system, and others) deemed necessary for achieving the objectives of this Agreement and carrying out the related research/activities.

B. Assumes a Business Model that, in conformity with its non-profit legal status and corresponding statutes, requires all revenues to be exclusively used (reinvested) towards achieving its aim. Specifically, and without undermining the other services outlined in the Business Model, INRUoTe agrees to develop:

- a set of 'general guidelines', as described in Article 1 of the present agreement.

C. Communicates any modification to the Business Model promptly to UNWTO.

D. Agrees to present its Annual Report at UNWTO headquarters, every year in the weeks following the UNWTO Committee on Statistics and the Tourism Satellite Account (held annually; usually in the first quarter of every year).

E. Agrees to hold a meeting with UNWTO every 3 months to report on the progress made in the implementation of its responsibilities under this Agreement.

E. Agrees to immediately communicate to UNWTO any contacts established with UNWTO Members and States that are not UNWTO Members, and seek UNWTO's prior written approval for services to be provided and/or activities to be undertaken for UNWTO Members. Failure to comply with this obligation of informing and seeking prior written approval of UNWTO shall constitute a reason for termination of the Agreement by UNWTO.

4.2 INRUoTe agrees to provide the resources mentioned in 4.1 under this Agreement without any charge to UNWTO. Without limiting the generality of the foregoing, UNWTO shall not be responsible for any fees, costs or expenses related to or incurred by INRUoTe, or incur any liabilities, in connection with this Agreement or the provision of the resources.

4.3 INRUoTe confirms that it is not directly involved in the production of goods or the delivery of services or any other activity that could be opposed to the objectives or principles of UNWTO.
4.4 INRouTe shall neither seek nor accept instructions from any authority external to UNWTO in connection with the performance of its obligations under this Agreement. Should any authority external to UNWTO seek to impose any instructions concerning or restrictions on INRouTe's performance under this Agreement, INRouTe shall promptly notify UNWTO and provide all reasonable assistance required by UNWTO. INRouTe shall not take any action in respect of the performance of its obligations under this Agreement that may adversely affect the interests of UNWTO, and shall perform its obligations under this Agreement with the fullest regard to the interests of UNWTO.

4.5 INRouTe shall be responsible for the professional and technical competence of the personnel it assigns to perform work under this Agreement.

Article V: Acknowledgement and publicity, and use of the name, acronym and emblem

5.1. Each party shall provide appropriate acknowledgement concerning the other party in collaboration under this Agreement, subject to Article 5.2 hereto.

5.2. INRouTe may use the UNWTO Name, Acronym and Logo for the sole purpose of communicating its support to UNWTO subject to compliance with Article 5.3. below.

5.3. Use of the UNWTO Name, Acronym and Logo may be made exclusively with the following wording, in accordance with UNWTO Terms of Use of the UNWTO signs by bodies other than the UNWTO Secretariat (Annex 2 which represents and integral part of this Agreement) and subject to prior written authorization from UNWTO:

- "(INRouTe) in support of the World Tourism Organization (UNWTO logo may be included)"
- "(INRouTe) in support of the World Tourism Organization and its Members (UNWTO logo may be included)"
- "(INRouTe) in collaboration with the World Tourism Organization (UNWTO logo may be included)"

5.4. Any other use of the Name, Emblem or Official Seal of UNWTO or the UN, or any abbreviation of the Name of UNWTO or the UN in connection with its activities or otherwise shall be subject to UNWTO prior written permission. Under no circumstances is this authorization extended to using the Name, Emblem or Official Seal of UNWTO or the UN, or any abbreviation of the Name of UNWTO or the UN, for commercial profit-seeking purposes. This obligation does not lapse upon termination of the Agreement.

Article VI: Intellectual Property Rights

6.1 All Intellectual Property Rights including title, copyright and patent rights resulting from any material created by INRouTe under the duration of this Agreement pertain to INRouTe, including the rights to use, publish, or distribute, privately or publicly, any item or part thereof, provided that this agreement is properly acknowledged and that the authors contributing to any kind of revision process are properly mentioned. These Rights are extended in accordance with Article 4.1B and may under no circumstances be used in for-profit purposes. UNWTO shall enjoy an irrevocable, royalty-free, non-exclusive, non-transferable license to utilize the work that is described in this Article.

6.2 UNWTO will acquire at no cost all Intellectual Property Rights pertaining to the set of 'general guidelines' resulting from this Agreement (see Article 1) upon the moment of their delivery from
INRouTe. These Rights include, without any limitation, the rights to use, publish, sell, or distribute, privately or publicly, any item or part thereof provided that INRouTe is properly acknowledged and that the authors contributing to any kind of revision process are properly mentioned.

6.3 Each party is responsible for the costs it incurs in the process of exploitation of the Intellectual Property Rights and owns the respective benefits in accordance with the above articles. Any costs, royalties, benefits from joint UNWTO-INRouTe exploitation of the material are liable to mutual agreement. The parties will sign, upon completion of the “General Guidelines” and delivery to UNWTO, an Intellectual Property Rights Transfer Agreement in line with UNWTO’s standard agreement (a draft of which is provided in Annex 3) for the transfer to UNWTO of the Intellectual Property Rights corresponding to the ‘general guidelines’ as produced and also for the transfer of any other derived Intellectual Property Rights.

**Article VII: Insurance and Liability:**

7.1. INRouTe shall pay UNWTO promptly for all loss of, destruction, or damage to the property of the UN caused by INRouTe’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by INRouTe or any of its subcontractors in the performance of this Agreement.

7.2 INRouTe shall take out and maintain for the entire term of this Agreement, valid and enforceable insurance policies as required under Spanish law, including but not limited to worker’s compensation insurance, liability insurance and such other insurance as necessary.

7.3 INRouTe acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in this Agreement nor the amount of any such insurance shall in any way be construed as limiting INRouTe’s liability arising under or relating to this Agreement.

**Article VIII: Assignment and subcontracting:**

8.1 INRouTe shall not assign, transfer, pledge, subcontract or make any other disposition of this Agreement, or any other part of this Agreement, or of any of the rights, claims or obligations under this Agreement except with the prior written consent of UNWTO.

**Article IX: General Conditions**

9.1. INRouTe warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNWTO.

9.2. The parties agree that the signing of the present Agreement shall not result in any expectation from INRouTe of any involvement in the internal decision making process of UNWTO and that INRouTe shall not be given an undue competitive advantage in any procurement exercise conducted by UNWTO.

9.3. INRouTe warrants that at the time of signing this Agreement no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If a conflict of interest arises or appears likely to arise during the duration of this Agreement, INRouTe shall immediately inform UNWTO.
9.4. Any information, documents, software, technology, data, manuals and other materials which relate to either party regarded and disclosed as "confidential" shall not be transferred or divulged to third parties. This clause shall remain in full force and effect notwithstanding the expiry or termination of this agreement.

**Article X: Entry into force, amendment and termination**

10.1 This Agreement will enter into force on the date of its signature by both parties, and will remain in effect for a maximum of four (4) subsequent years, whereupon the Agreement may be revised and updated considering the circumstances at the time, unless terminated by either party thirty (30) days prior written notice to the other party, if, in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement.

10.2. UNWTO reserves the right to terminate this Agreement for any reason upon no less than thirty (30) days written notice to INRouTe.

10.3. Upon notice of Termination in accordance with Articles 10.1 and 10.2 above, the parties shall use their best efforts to bring activities to an orderly conclusion.

10.4 Any amendment or renewal of this Agreement or of any of its Annexes will be effected by mutual agreement of the parties through an appropriate exchange of letters.

**Article XI: Settlement of Disputes**

11.1. Any dispute, controversy or claim arising out or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with UNCITRAL Arbitration Rules. The parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

**Article XII: Privileges and Immunities**

12.1. Nothing in or relating to this Memorandum of Understanding shall be deemed to represent a waiver of the Privileges and Immunities of UNWTO.

Agreement and acceptance of this Memorandum of Understanding are indicated by the signature of the duly authorized representatives of the parties.

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On behalf of UNWTO
[signature]

On behalf of INRouTe
[signature]

Mr. Márcio Favilla  
Executive Director

Date: 18 July 2011

Mr. José Quevedo  
Chair

Date: 18 July 2011
Summary of Annexes

1. INRouTe's Brochure, see the 'Strategic Objectives' section
2. UNWTO Terms of Use of the UNWTO signs by bodies other than the UNWTO Secretariat
3. A draft template of UNWTO's Intellectual Property Rights Transfer Agreement
ANNEX 1
Brochure INRouTe

International Network on Regional Economics, Mobility and Tourism

In support of the World Tourism Organization

About INRouTe

The International Network on Regional Economics, Mobility and Tourism (INRouTe) is a non-profit association that operates in support of UNWTO and was founded by two of its Affiliate Members: the Cooperative Research Centre in Tourism – CICTourGUNE and the statistical consulting firm ARALDI.

INRouTe brings together expert technicians, scholars, practitioners and industry professionals to share information and participate in activities that endorse the development of tourism’s measurement and analysis at the sub-national level. In this way, INRouTe aims to provide guidance to entities involved with regional and local tourism destinations in their design of more informed and effective policy.

The network consists of Associate Partners, individuals and institutions regarded as experts or pools of expertise, and a Scientific Committee, made up of selected Associate Partners, which functions as the research consulting body. Coordinated by a Chair, INRouTe produces research activities as well as support activities for relevant entities.

For more information, please visit our website at www.inroutenetwork.org.
Background

Tourism is an economic phenomenon concerning the movement of people to places outside their usual environment for either personal or business/professional purposes. As such, tourism has implications for the economy, for the natural and built environment, for the local population at the destination and for the visitors themselves.

Due to these multiple impacts, the World Tourism Organization (UNWTO) encourages a holistic approach in the formulation and implementation of national and local tourism policies.

INRouTe adopts UNWTO’s positioning of the United Nations international recommendations approved in 2008* as the foundation for the measurement of tourism activity and its economic dimension at the national, but also at the regional and local, levels. This is particularly the case for the regional adaptation of the Tourism Satellite Account and other pertinent instruments that benefit the economic analysis of tourism.

Tourism should thus be understood as a phenomenon that is territory-contingent, with flows and activities occurring unevenly across countries, regions, municipalities or any other territorial entity. The close link between tourism and territory exists not only because the natural or built territory is often the main tourism attraction (an exotic beach, a vibrant city), but also because the territory, and movements across it, largely condition tourism trips, the nature of the supply that caters to visitor consumption and, consequently, the relationship to potential welfare.

Strategic Objectives

INRouTe’s principal aim is to provide guidance to entities involved with regional and local tourism destinations in order to develop policy-oriented measurement and analysis of tourism according to the conceptual framework for statistical purposes established in 2008 by the United Nations. In this way, INRouTe seeks to contribute to more informed and effective policy.

With this goal in mind, INRouTe brings together international experts as Associate Partners to share information and engage in a range of activities relating to, and thus building on, the following regional-level Research Areas; each composed of several Research Topics:

Flows of visitors: cross-border and interregional flows, statistical use of administrative records, data from the use of new technologies, measurement and analysis tool, forecast modelling and other accounting tools.

Tourism and territory: indicator systems (related to territory and to sustainability), Geographic Information Systems, specific software, and the relation between tourism statistics and the environment.

Economic contributions: Tourism Satellite Account (TSA), modelling tools (Input-Output, Social Accounting Matrix, Computational General Equilibrium models, and econometric models), and employment in tourism industries.

Additional common Research Topics include: the definition of observation and analytical units, procedures for monitoring and evaluation, the design of indicator systems, and other related topics that may be appropriate.

For Whom?

The activities carried out by INRouTe draw from and are directed at all those entities involved with regional and local tourism destinations, including: regional and local (public) institutes and agencies, universities, research centres, industry associations, trade bodies, and specialized firms.

Particularly, INRouTe aspires to become an instrument for:

- **Entities involved with regional/local tourism destinations:**
  Access to a range of support services—education, capacity building, project definition, execution and evaluation, and co-organization of expert meetings.

- **Its Associate Partners (APs):**
  An online platform facilitates access to relevant information (contacts, events, current developments, calls for tenders, etc.), promotes communication with colleagues, and presents opportunities for participation in INRouTe research and the above support services.

Become Involved

Partnership is extended to select individuals and institutions that join the network as individual or institutional Associate Partners, respectively. We welcome individuals and institutions that complement the research topics of INRouTe and have a strong interest in contributing to its objectives.

In addition, INRouTe supports the series of International Conferences on the Measurement and Economic Analysis of Regional Tourism (MOVE 2011: www.inroutenetwork.org/conference/2011).
Founding Partners

Araldi
Paseo Donostia, 90 - 1º
20115 Añigarra - Spain
www.araldi.es
Tel: +34 94 333 53 10
Fax: +34 94 333 29 86

CICtourGUNE – Cooperative Research Center in Tourism
Mikelartegi Pasalekua, 56 - 201
20009 Donostia - Spain
www.tourguune.org
Tel: +34 94301 08 85
Fax: +34 94301 08 46

Associate Partners

FGV Fundação Getulio Vargas

MODUL Vienna University of Applied Sciences

Institute of Transport Economics
Norwegian Centre for Transport Research

CETI CENTRE FOR REGIONAL AND TOURISM RESEARCH

CISET UNIVERSITAT DE LES ILLES BALEARS

... and many more experts as individual Associate Partners.

INRouTe – International Network on Regional Economics, Mobility and Tourism
www.inroutenetwork.org

For further information, please contact:
INRouTe Technical Secretariat
(hosted by CICtourGUNE - Cooperative Research Center in Tourism)
technicalsecretariat@inroutenetwork.org

[Signature]
Terms of Use of the UNWTO signs

According to the UNWTO Executive Council Decision EC/89/5(c), the following principles apply for the use of the UNWTO signs by bodies other than the UNWTO Secretariat.

In general terms, the activity that the external partner carries out should be relevant to UNWTO’s own strategic objectives and regular programmes and the use of the signs should be in compliance with the values, principles and constitutional aims of the Organization.

A. Use of UNWTO signs by UNWTO Full Members and Associate Members

1. All UNWTO Full Members and Associate Members may use the UNWTO Name and Emblem to indicate that their country/territory is a "Member of the Organization". They are expected to duly inform UNWTO of its use.

2. All UNWTO Full and Associate Members have the right to use the UNWTO logo in the letterhead of their letters, working documents, official printed or electronic communications and websites for the specific preparation of a UNWTO event and/or its final outcomes, report or resulting publication. Prior request should be addressed to the Secretary-General, or to the official designated by the Secretary-General for that purpose, indicating the start and end date as well as location of the proposed activity.

3. All UNWTO Member States have a duty to protect UNWTO signs and to undertake any measure as appropriate and use their best endeavours to prevent any unauthorized use of UNWTO signs in their territories. UNWTO will inform Member States of any authorization granted in their territories for the use of UNWTO signs.

B. Use of UNWTO signs by UNWTO Affiliate Members

4. Affiliate Members may use the UNWTO name to indicate that their organization or institution is an "Affiliate Member of the Organization", and ensure that UNWTO is duly informed of its use. Affiliate Members have the right to indicate in their printed material (letterheads, publications, brochures, etc.) that their organization or institution is a Member of the UNWTO.

5. Affiliate Members may use the UNWTO logo provided they have requested and obtained from the Secretariat a written authorization. The request should include a sample of the relevant document as appropriate.

6. If the use is authorized, the logo should be accompanied by "an Affiliate Member of UNWTO". The Secretariat shall inform the Executive Council of such authorizations.

[Signature]

World Tourism Organization (UNWTO) - Capitán Haya 42, 28020 Madrid, Spain. Tel: (34) 91 687 81 00, Fax: (34) 91 687 37 33
secretariat@UNWTO.org, www.UNWTO.org
7. In the case of specific events organised by an Affiliate Member jointly with UNWTO, and for the corresponding invitations, publication of its final outcomes, reports, etc., Affiliate Members have the right to use the UNWTO logo in the letterhead of their letters, printed or electronic communications and web sites related to the event provided that they have received a written authorization from the Secretariat. Prior request should be addressed to the Secretary-General or to the official designated by the Secretary-General for that purpose indicating the start and end date as well as location of the proposed activity and including a sample of the relevant document(s).

8. Affiliate Members cannot use the UNWTO logo alone, i.e. without mentioning “Affiliate Member of the UNWTO”, and the address of the Organization cannot be used in the business cards of their staff.

C. Use of UNWTO signs by Institutions with which UNWTO has signed an agreement

9. Institutions with which UNWTO has officially signed a collaborative agreement or a Memorandum of Understanding (MOU) or similar arrangements of cooperation, are permitted to use the UNWTO logo under the following conditions:

(a) a written, specific authorization for a given period of time and for a specific purpose by the UNWTO Secretary-General, or by the official designated by the Secretary-General for that purpose, granted after reviewing a sample of the relevant document;

(b) the UNWTO logo should be accompanied by a sentence such as “in collaboration with UNWTO”, or “in support of UNWTO and its Members”.

(c) the UNWTO logo can be used only in documents, publications, letterheads and any communications that are directly related to the subject of collaboration with UNWTO.

These institutions must be able to present to UNWTO a copy of the signed agreement or MOU for proof of collaboration, if requested.

10. The use of the signs by private entities from the business sector with which UNWTO has signed an agreement for cooperation or co-sponsoring an activity or event may be authorized for the following purposes:

- To support the purposes, policies and activities of UNWTO
- To assist in the raising of funds for the benefit of the Organization
- For educational and information purposes

Such authorizations shall be subject to the approval of the UNWTO Executive Council.

The use of UNWTO signs by such private entities shall be subject to the terms and conditions established by UNWTO for the duration of that particular activity or event.

D. UNWTO support to external meetings and events

When UNWTO provides support to a conference, forum, event, etc. (of less than 5 days) organized by another institution, these institutions may be authorized to use the UNWTO signs, provided that the authorization is sent in advance of the event and acknowledged accordingly by all main organizers or focal points of all organizing parties. The use of the signs is permitted exclusively for that particular event only and subject to the terms and conditions established by UNWTO.

World Tourism Organization (UNWTO) - Capitán Haya 42, 28020 Madrid, Spain, Tel: (34) 91 557 81 90, Fax: (34) 91 523 73 33

www.unwto.org
E. Other implementing partners and contractors

The use of the Organization's signs by implementing partners, contractors, sub-contractors and consultants is not allowed; insofar the UNWTO and these institutions are different juridical persons and a commercial use of UNWTO signs is strictly prohibited. The name and address of the Organization cannot be used in the business cards of their staff, unless specifically authorized by UNWTO.

F. Use of the UNWTO signs in business cards

UNWTO signs and card design can only be used in business cards pertaining to UNWTO staff members on active status.

G. Request for the Use of UNWTO signs

11. All requests should be sent by writing to UNWTO. Requesters should complete and return the attached form to comm@unwto.org together with a sample of the document/image with the intended use of the signs.

H. Terms of Use

Once authorized the following terms of use apply.

a) The authorization is granted for the only purpose of using the signs, therefore any modification, in particular of its components, proportions or colour is forbidden. UNWTO will forward to authorized entities to use the logo all applications in high resolution for colour as well as black and white versions for print and electronic purposes, as well as proportions between the UNWTO logo, that of the authorized entity and the proposed sentence for each will be forwarded by UNWTO to the entities concerned;

b) The logo to be used should follow the guidelines set in the technical guidelines on the use of UNWTO signs attached to this document;

c) The authorization is granted for a non-commercial purpose. The beneficiary is not authorized to transfer it, sell it, or obtain any financial or commercial benefit from it;

d) The use of the Organization signs must have a direct connection with the Organization’s activities. The authorization is therefore granted:
   i) to support non-profit activities sponsored or co-sponsored by the Organization;
   ii) to a business entity if the principal purpose of such use is to show support for the purposes and activities of the Organization;
   iii) for educational or information purposes;
   iv) for fundraising actions for the benefit of the Organization. In this case, if such action is carried out by business entities and also generates profit for the business entity, this must be only incidental.

e) The use of the Organization signs should not harm the reputation of the Organization, that of the United Nations or the United Nations System or one of its Specialized Agencies, Programs, Funds or Offices.
f) The Organization assumes no responsibility for the activities of the beneficiary with regard to its signs.

g) The beneficiary accepts to hold harmless and defend the Organization and its officials against any action they may be brought against as a result of in connection with the use of the signs of the Organization.

h) The Secretary-General, or the official designated by the Secretary-General for that purpose, may, at any moment, put an end to the use of the signs, without any responsibility being incurred by the Organization.

Madrid, 6 December 2010

[Signature]
INTELLECTUAL PROPERTY TRANSFER AGREEMENT

Whereas the INRouTe Association (hereinafter referred to as INRouTe) and represented by its [title and name] and the World Tourism Organization (hereinafter referred to as "UNWTO"), represented by its [title and name] have agreed on the transfer of Intellectual Property rights derived from the implementation of [contract and date of signature or project name and title];

Now therefore, the parties have agreed to be bound to the following provisions:

Article I. Definitions

1. As used herein, the following terms shall have the following meanings:

(a) Intellectual Property Rights: The term "Intellectual Property Rights" means the [i.e: software applications together with all source and object code and documentation related thereto and all intellectual property rights therein] and other intellectual property rights of the assets described in Annex A hereto, which represents an integral part of this Agreement.

(b) Consideration: has the meaning given in Article II.2.

Article II. Transfer of Intellectual Property Rights

1. INRouTe hereby sells and transfers to UNWTO all of its applicable right, title and interest in the Intellectual Property of the assets described in Annex A hereto.

2. Transfer of the assets described in Annex A and any associated Intellectual Property right shall be completed by INRouTe within [xxxx] business days upon signature of this Agreement. INRouTe hereby represents and warrants that the assets described in Annex A are currently owned by INRouTe and that they are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

3. INRouTe shall indemnify and hold harmless UNWTO at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payment and damages, based on, arising from or relating to allegations or claims that the use by UNWTO of the assets described in Annex A, in whole or in part, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party.

[Signature]
Article II: Entry into force

1. This Agreement (including Annex A hereto) sets forth the entire understanding and agreement among the parties as to matters covered herein and therein and supersedes any prior understanding, agreement or statement (written or oral) of intent among the parties with respect to the subject matter hereof. This Agreement will enter into force on its date of signature by the parties.

Article IV. Settlement of Disputes

12.1. Any dispute, controversy or claim arising out or in connection with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled by arbitration in accordance with UNCITRAL Arbitration Rules. The parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

Article V. Privileges and Immunities

13.1. Nothing in or relating to this Agreement shall be deemed to represent a waiver of the Privileges and Immunities of UNWTO.

Agreement and acceptance of this Agreement are indicated by the signature of the duly authorized representatives of the parties.

On behalf of UNWTO
[signature]
[name and title]
[date]

On behalf of INRouTe
[signature]
[name and title]
[date]