



MEMORANDUM OF UNDERSTANDING BETWEEN THE WORLD TOURISM ORGANIZATION AND THE WORLD YOUTH STUDENT AND EDUCATIONAL (WYSE) TRAVEL CONFEDERATION

Whereas the World Tourism Organization (hereinafter referred to as "UNWTO"), represented by its Secretary General, Taleb Rifai, is a specialized agency of the United Nations and the leading public international organization in the field of tourism, with a membership encompassing 163 countries and territories and more than 480 Affiliate Members representing the private sector, educational institutions, tourism associations and local tourism authorities,

Whereas the The World Youth Student and Educational (WYSE) Travel Confederation (hereinafter referred to as WYSETC), whose headquarters are located at Keizersgracht 174-176, 1016 DW Amsterdam, The Netherlands and duly represented by its Director General, David Chapman is an Affiliate Member of UNWTO;

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

Whereas WYSETC supports the objectives of UNWTO and intends to collaborate with Organization within the framework of the present Memorandum of Understanding for partnership;

Now therefore, the parties have agreed as follows:

Article I: Aims and scope

1.1. The objective of this Memorandum of Understanding is to enhance cooperation between UNWTO and WYSETC. The Parties agree that they will cooperate closely and consult one another on matters of mutual interest in order to achieve their common objectives, which include:

- A strategic collaboration in all matters that concern youth, student and educational travel.

1.2. The parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this Memorandum of Understanding, in order to implement the objectives set forth above.

1.3. The parties agree that this Memorandum of Understanding does not confer any exclusivity regarding activities covered by this Memorandum and that they may collaborate on similar activities with other partners.

Article II: Areas of cooperation

2.1. Subject to the programme of work of the parties and to the provisions of this Memorandum, UNWTO and WYSETC will cooperate in the implementation of projects including any of the following areas:

- Collaboration on research on youth, student and educational travel.
- Dissemination and application of the UNWTO Global Code of Ethics in the Youth, Student and Educational Travel sector.
- Building awareness on the importance of Youth, Student and Educational Travel within and outside of the industry.
- Consider the possibility of organizing a joint conference (UNWTO - WYSETC) to discuss the challenges and opportunities of youth, student and educational Travel.
- Active UNWTO participation in WYSETC events as deemed appropriate by both parties.
- Advise the UNWTO Secretariat in all issues related to youth, student and educational Travel when requested.

2.2. The parties will hold regular meetings between their designated focal points, or their representatives, to review the outcomes and issues arising from their cooperation, to agree on priorities and issues for future cooperation and to identify new areas of collaboration.

2.3. Nothing in this Agreement shall be deemed to represent a financial implication or commitment on any of the parties.

Article III: Modalities of cooperation

3.1. The objectives, expected results, commitments and modalities of execution for specific projects to be implemented under the scope of this Memorandum of Understanding shall be agreed upon by UNWTO and WYSETC in specific project documents and approved through the conclusion of a corresponding partnership agreement between the Parties.

3.2. The implementation of activities and projects envisaged in this Memorandum of Understanding will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, policies and procedures in force for UNWTO and WYSETC

3.3 The Parties will make every effort to inform each other of all issues that might affect the implementation of this Memorandum of Understanding and the activities to be implemented.

Article IV: Use of the name, acronym, flag and emblem

4.1. WYSETC and its affiliates will not in any manner whatsoever use the name, emblem, acronym or flag of UNWTO in connection with its business or otherwise without express prior written authorization of UNWTO and upon the terms and conditions established by UNWTO.

4.2. Subject to the prohibition established in Article 4.1 above, either party may issue press releases or make public announcements relating to this Memorandum of Understanding; however, WYSETC will first provide a draft of any intended press release to UNWTO for review and approval before being issued.

Article V: General conditions

5.1. Nothing in or relating to this Memorandum of Understanding will be construed as establishing a joint venture, agency, exclusive arrangement, or other similar relationship implying any joint liability between UNWTO and WYSETC.

5.2. WYSETC confirms that it is not directly involved in the production of goods, the delivery of services or any other activity which could be opposed to the objectives or principles of UNWTO or the UN.

5.3. WYSETC will respect the laws of the countries in which it operates. WYSETC will not permit any official of the Organization to receive a direct or indirect profit from this Memorandum or from any subsequent agreement(s) between the parties.

5.4. The parties will not assign, transfer, pledge, or make other disposition of the present Memorandum of Understanding or any part thereof or of any of the rights, claims, and obligations under the present Memorandum of Understanding except with the prior written approval of the other party. Any of the aforementioned actions taken without such written approval will not be valid.

Article VI: Entry into force, amendment and termination

6.1. This Memorandum of Understanding will enter into force on the date of its signature by both parties, and will remain in effect until 31 December 2018 unless terminated by either party six months prior written notice to the other party. No such termination will affect contractual obligations already entered into by either party under this Memorandum. This Memorandum of Understanding may be renewed by written agreement of the parties before 31 December 2018.

6.2. Any amendment to this Memorandum of Understanding will be effected by mutual agreement of the parties through an appropriate exchange of letters.

Article VII: Governing Law

7.1. The present Memorandum of Understanding will be construed in accordance with general principles of International Law, to the exclusion of any single national law

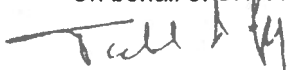
Article VIII: Privileges and Immunities

8.1. 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.

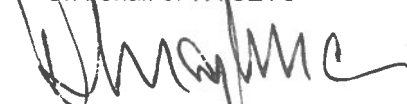
Done in Madrid on 29/08/2016 in English

On behalf of UNWTO



Taleb Rifai
Secretary General

On behalf of WYSETC



David Chapman
Director General