

Terms and Conditions for UN Tourism Member States Regarding the Dissemination, Use and Customization of the Self-Assessment Tool to Assist Rural Destinations (STAR)

Reference is made to the 'Self-Assessment Tool to Assist Rural Destinations (STAR¹)' online tool developed by UN Tourism in the framework of its activities to advance the role of tourism as a tool for rural development.

The Tourism for Rural Development Programme by UN Tourism promotes the role of the sector in valuing and safeguarding rural areas along with their associated landscapes, knowledge systems, biological and cultural diversity, local values and activities is promoted. In addition, the Programme promotes innovative and transformative approaches to tourism development in rural destinations that contribute to the pillars of sustainability and are in line with the Sustainable Development Goals (SDGs).

Under this framework, UN Tourism has developed an online self-assessment tool, STAR (Self-Assessment Tool to Assist Rural Destinations), specifically designed for local public authorities and tourism managers of rural destinations within UN Tourism Member States.

Conditions and Support Provided by UN Tourism

- 1. Training and support: UN Tourism will organize familiarization sessions, generate resources and provide ongoing support to STAR Member States to maximize the dissemination and use of the tool in rural destinations, as well as to access and make use of aggregated information at the national and regional levels.
- 2. Incorporation of links to relevant content provided by the Member State into the tool: UN Tourism is committed to incorporating links to official and open information websites provided by Member States in the recommendations generated by the tool, as long as the contents of these resources remain aligned with principles of sustainability, best practices and advances in the field of tourism for rural development.
- 3. Reporting, evaluation and delivery of aggregated information: UN Tourism will be responsible for compiling aggregate data from rural destinations in the Member State, which have fully filled all the axes of the self-assessment tool, providing an analysis of the situation of these destinations. This information will be provided for guidance purposes and with the aim

¹ Tool available at: https://star.untourism.int/



of contributing to the improvement of the policies and strategies of the Member States in the field of rural tourism. The report will provide information at aggregated level and not individual destination level data.

- 4. Guest access to STAR: UN Tourism will provide access to the tool under guest accounts to member states and offer technical support for its exploration. The tool does not allow to provide information at the country level, only at the level of rural destinations. However, through invited access, Member States will be able to explore the contents of the tool to maximize its dissemination and use in rural destinations.
- 5. In the implementation of these activities, UN Tourism shall act in accordance with its Rules, Regulations, and policies.

Dissemination, usage and customization of the tool by Member States

- 6. Dissemination of the tool: The Member State shall make efforts to maximize the dissemination of the STAR tool and promote its use among its rural destinations. This includes the active promotion for the use of STAR among local authorities and rural destination managers.
- 7. Provision of relevant information: The Member State may submit to UN Tourism links to online open resources containing official and open information that is relevant to be integrated into the STAR tool's recommendation systems. This information must be accurate, up-to-date and open to use, contributing to the continuous improvement of the recommendations provided by the tool. The information provided must be aligned with sustainability principles, best practices and advances in the field of tourism for rural development.
- 8. Use of performance information: Member States may ask for aggregated information about destinations results using STAR in their countries. This information will only be provided as collective results, never disseminating any individual destination data. The Member State undertakes to use any provided aggregated information only for guidance purposes to improve the conditions of rural tourism. The data must not be used for other purposes that are not aligned with the objectives of STAR and UN Tourism.
- 9. Collaboration in user validation: The Member State shall assist UN Tourism in the process of validating STAR users and new users' requests. Since STAR is designed to include only local authorities in rural destinations as users of the tool, the Member State can collaborate in this validation process by providing any relevant information that will enable UN Tourism to validate users accounts. This collaboration will promote the use of the tool among relevant stakeholders and ensure that only the intended users have access to it.
- 10. Data confidentiality: Data and information provided to Member States about destinations



using STAR will be provided only in aggregate form, ensuring the privacy of individual data. All the information provided will be treated with strict confidentiality and will only be used for the purposes of analysis and policy improvement, in accordance with the guidelines established by UN Tourism.

- 11. **Compliance with guidelines**: Member States that adhere to this commitment must comply with any guidelines and recommendations provided by UN Tourism for the proper and effective use of STAR.
- 12. **Voluntary adhesion**: Adhesion to STAR and acceptance of these terms and conditions is voluntary and open to all UN Tourism Member States.

General provisions

- 13. All UN Tourism publications and materials are protected by copyright. Therefore, and unless otherwise specified, no part of a UN Tourism publication may be reproduced, stored in a retrieval system or utilized in any form or by any means, electronic or mechanical, including photocopying, microfilm, scanning, without prior permission in writing.
- 14. UN Tourism and Member Sates shall respect the copyrights related to the STAR tool and the resources provided, as well as the copyrights of third parties. Where relevant, the information provided by the Member State will also be subject to copyright and will comply with all applicable intellectual property regulations.
- 15. UN Tourism owns all Intellectual Property Rights including title, copyright and patent rights related to the STAR resource. The Recipient shall enjoy a royalty-free, non-exclusive, non-transferable license to implement the abovementioned responsibilities.
- 16. UN Tourism does not guarantee the accuracy of the data and information included in the contents or generated reports by the tool and accepts no responsibility for any consequence of their use. The reports or results are not intended to be relied on in making (or refraining from making) any specific investment or other decisions.
- 17. UN Tourism retains the right to alter the content of STAR at any time.
- 18. The designations employed and the presentation of material within the STAR tool do not imply the official endorsement or acceptance by the Secretariat of the World Tourism Organization or the United Nations of the legal status of any country, territory, city or area, or of its authorities or the delimitation of its frontiers or boundaries.



- 19. If a Member State falls under the provisions of Article 34 of the Statutes and/or Paragraph 13 of the Financing Rules² for accumulated arrears in the payment of their assessed contribution after adhering to the use of STAR, said Member State and destinations within will be temporarily suspended from the access to the tool, for such period until the Member State falls out of either of the aforementioned provisions.
- 20. The Member State shall indemnify and hold harmless the Organization in respect of any action, claim or demand for any injury or damage that might occur to the persons, facilities, institutions or destinations upon the use of the tool or any of the contents or results provided.
- 21. The Member State acknowledges and agrees that UN Tourism shall not be liable for or any direct, indirect, incidental, special, consequential loss or damages arising from the use or inability to use the services
- 22. Right to modify the tool: UN Tourism reserves the right, at its sole discretion, to modify, alter, update, suspend, or discontinue any aspect of the STAR tool at any time, without prior notice. The Recipient acknowledges and agrees that UN Tourism shall not be liable for any modification, suspension, or discontinuation of the services. Continued use of the STAR tool following any such changes constitutes acceptance of the modified services and terms. It is the responsibility of the Recipient to review any changes to these terms and the services provided.
- 23. Any dispute, controversy or claim arising out or in connection with these Terms and Conditions 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.
- 24. All requests must be authorized by the first official recipient named by each Member State to UN Tourism. In the event that this responsibility is transferred to another person with sufficient authority, it should be communicated to UN Tourism.
- Nothing in or relating to this Terms and Conditions shall be deemed to represent a waiver of the Privileges and Immunities of UN Tourism.
- 26. Requests for adherence to these Terms and Conditions are open to all UN Tourism Member States³.

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² UNWTO Basic Documents, Volume I – Statutes, Rules of Procedure, Agreements (eighth updated and revised edition). https://www.e-UNWTO.org/doi/epdf/10.18111/9789284424566

³ Requests of adherence from territories subject of a dispute, of sovereignty or other before the United Nations, will not be considered. Please refer to the complete list of UN Tourism's Member States at https://www.unwto.org/memberstates