

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2013 Nr. 69

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden, ten behoeve van
Curaçao, en de Wereld Meteorologische Organisatie, betreffende de
maatregelen voor de zestiende zitting van de WMO Regional
Association IV (Noord-Amerika, Centraal Amerika en de Caraïben);
(met Bijlagen)
Genève, 3 april 2013*

B. TEKST

**Agreement between the Kingdom of the Netherlands, in respect of
Curaçao and the World Meteorological Organization, regarding
the arrangements for the sixteenth session of WMO Regional
Association IV (North America, Central America and the
Caribbean**

The Kingdom of the Netherlands, in respect of Curaçao,
and

The World Meteorological Organization, (hereinafter referred to as
“WMO”),

Upon invitation of the Government of Curaçao (hereinafter referred
to as “the Government”) to hold the sixteenth session of WMO Regional
Association IV (North America, Central America and the Caribbean) in
Willemstad (hereinafter referred to as “the session”),

Hereby agree as follows:

Article I

Date and place of the session

The session shall be held at Willemstad, Curaçao, under the auspices of the Meteorological Department of Curaçao, from 12 to 19 April 2013.

Article II

Legal Status

In accordance with Article 27 (c) of the WMO Convention and General Regulation 18, the Government shall grant such legal capacity, privileges and immunities as provided for in the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the General Assembly of the United Nations on 21 November 1947 and accepted by the Kingdom of the Netherlands on 2 December 1948.

Article III

Participation at the session

1. In accordance with the WMO Convention, General Regulations and relevant resolutions and decisions of its constituent bodies, the session shall be open to the participation of:

- a) duly accredited representatives or observers of:
 - (i) all WMO Members;
 - (ii) Non-Member States and territories invited in accordance with General Regulation 20;
 - (iii) Palestine Liberation Organization in accordance with Resolution 39 of the Seventh Congress of the WMO;
 - (iv) Intergovernmental and non-governmental international organizations concerned by virtue of standing invitations or upon invitation approved by the President of the constituent body concerned; and
- b) members of the WMO Secretariat designated by the Secretary-General of WMO to serve the session,
- c) as well as experts or other persons performing a mission for WMO in connection with the session invited in accordance with General Regulation 19.

2. The WMO shall provide the Government prior to the commencement of the session with a list containing the names of all persons referred to in paragraph 1 of this Article. Thereafter, the WMO shall inform the Government as soon as possible of any changes to the list of participants to the session.

3. All persons referred to in paragraph 1 of this Article shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the session. Throughout the duration of their participation in the session, including the time required by travel on the territory of Curaçao, they shall not be subject to any measure or arrest or expulsion for the conduct in the exercise of their function or mission.

4. The Government shall make the necessary arrangements in order to facilitate that participants in the session obtain their visas in due time.

5. All persons referred to in paragraph 1 of this Article shall have the right to take out of Curaçao at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Curaçao in connection with the session and to reconvert any such funds at the current exchange rate.

6. In the event of an international crisis during the session, the Government shall give all persons referred to in paragraph 1 of this Article, repatriation facilities comparable to those granted to diplomatic agents.

Article IV

Premises, equipment, utilities and supplies

1. The Government shall arrange for the provision, at its expense, of appropriate premises, including conference rooms for formal and informal meetings, office space, working areas and other related facilities, as well as the equipment and supplies as are required for the effective functioning of the session as specified in Annex II to this Agreement. The premises, equipment and supplies shall remain at the disposal of the WMO 24 hours a day, including two days prior to the session and, on request, up to a maximum of two days after its close.

2. The main conference room shall be equipped with ISO standards booths for simultaneous interpretation in English and Spanish, and shall have facilities for sound recording in two languages (original and English). The room shall also be equipped with a free wireless access-to-internet system for a sustained and uninterrupted use by all participants for the effective functioning of a paperless session.

3. The Government shall, at its expense, furnish, equip and maintain in good repair all these premises and facilities in a manner adequate for the effective conduct of the session.

4. The Government shall assume responsibility for the provision of telecommunication facilities required for the effective functioning of the

session and shall meet the costs of all communications made by the WMO for the purpose of the session as authorized by or on behalf of the representative of the Secretary-General at the session.

5. The Government shall arrange for the provision, if possible within the conference area, of bank, post office, travel agent, telephone, fax and internet access facilities.

Article V

Accommodation

The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for the participants referred to in Article III above.

Article VI

Medical facilities

1. Medical facilities adequate for first aid in emergencies shall be available within the conference area.

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

3. The cost of the items set out in paragraphs 1 and 2 of this Article, as well as medical insurance, will be at one's own expense.

Article VII

Transport

1. The Government shall make arrangements for the provision of transport between the Curaçao International Airport, the principal hotels and the conference area for the members of the WMO Secretariat servicing the session upon their arrival and departure.

2. The Government shall ensure the availability of transport for all participants and those attending the session between the Curaçao International Airport, the principal hotels and the conference area.

3. The Government shall provide an adequate number of cars with drivers for official use by the principal officers and the Secretariat of the session, as well as such other local transportation as is required by the Secretariat for the effective functioning of the session.

Article VIII

Local personnel

1. The Government shall appoint a liaison officer who shall be responsible, in consultation with the WMO, for making and carrying out the administrative and personnel arrangements for the session as required under this Agreement.

2. The Government shall recruit and provide an adequate number of local staff such as clerks, personnel for the reproduction and distribution of documents, if necessary, sound operators, ushers, messengers, cleaners, secretaries, typists and other personnel required for the proper functioning of the session.

3. The exact requirements in this respect will be established by the WMO in consultation with the Government and will be specified in Annex II.

4. The personnel provided by the Government under the present Article shall enjoy the immunity from legal process in respect of words spoken or written and any act performed by them for WMO in connection with the session.

Article IX

Customs and financial facilities

1. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, supplies and publications and shall waive import duties and taxes on supplies necessary for the session. It shall issue without delay any necessary import and export permits for this purpose.

2. The WMO may transfer funds to Curaçao for the purposes of the session in the quantities required to cover its expenses and, at the end of the session, transfer out of Curaçao any balance of funds not utilized in the course of the session.

Article X

Inviolability and protection of the Session

1. The conference premises specified in Article IV, paragraph 1, above, shall be deemed to constitute premises of the WMO and access

thereto shall be subject to the authority of the WMO. The premises shall be inviolable for the duration of the session, including the preparatory stage and the winding-up.

2. The appropriate authorities of the Government shall exercise due diligence to ensure that the tranquillity of the session and its participants is not disturbed by any person or persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the premises; if so requested by the representative of the Secretary-General at the session, they shall assist in the preservation of law and order in the premises.

Article XI

Financial arrangements

1. The Government shall bear the actual additional costs incurred to hold the session in Curaçao, rather than at WMO Office in San Jose in Costa Rica. Such costs, which are provisionally estimated at 9,012.3 Swiss francs according to the breakdown in Annex I, shall include the actual costs of travel and associated entitlements of the WMO officials assigned to plan for or attend the session, as well as the costs of shipping any necessary equipment and supplies in accordance with the WMO Staff Regulations and Rules and its related administrative practices regarding travel standard as well as baggage, subsistence and terminal allowances.

2. After the session, the WMO shall provide the Government with a detailed statement of accounts showing the actual costs incurred by the WMO, in Swiss francs, using the United Nations official rate of exchange at the time the payments are made. If the actual cost is higher than the additional cost referred to in paragraph 1 of the present Article, the Government shall remit the amount due to WMO within one month of the receipt of the detailed accounts; if it is lower, the WMO will refund the difference to the Government within one month of the establishment of the detailed accounts, or shall dispose of it as instructed by the Government.

3. The final accounts shall be subject to audit as provided in the WMO Financial Regulations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the External Auditor of the WMO, whose determination shall be accepted as final by both WMO and the Government.

Article XII

Liability

1. The Government shall be responsible for dealing with any action, claim or other demand against the WMO or its officials and arising out of:

a) Injury to persons or damage to or loss of property in the premises referred to in Article IV that are provided by or are under the control of the Government;

b) Injury to persons or damage to or loss of property caused by, or incurred in, using the transport services referred to in Article VII that are provided by or are under the control of the Government;

c) The employment for the session of the personnel provided by the Government under Article VIII.

2. The Government shall indemnify and hold harmless the WMO and its officials in respect of such action, claim or other demand, except where such damage, loss or injury is caused by the negligence or willful misconduct of the WMO and its personnel.

Article XIII

Settlement of disputes

1. Any dispute between the WMO and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other 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 appointed by the Secretary-General of WMO, one to be appointed by the Government and the third, who shall be the chairman, to be chosen by the first two; 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 President of the International Court of Justice may make any necessary appointments at the request of either party. Arbitration shall take place in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as in force on the date of signature of this agreement.

2. The Parties shall accept the Tribunal's decision as final and binding.

Article XIV

Final provisions

1. This Agreement may be modified by written agreement between the WMO and the Government.

2. This Agreement shall enter into force immediately upon signature by the Parties and shall remain in force for the duration of the session and for such additional period as is necessary for all matters relating to any of its provisions to be settled, the total duration of this Agreement, however, not to exceed one year.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have concluded this Agreement.

DONE at this 3rd day of April 2013 at Geneva in duplicate, in the English language.

For the Kingdom of the Netherlands, in respect of Curaçao,

EARL BALBORDA
Minister of Traffic, Transport and Urban Planning

For the World Meteorological Organization,

M. JARRAUD
Secretary-General

COST ESTIMATE FOR RAIIV-16 (2013) 12-19 APRIL 2013

(amounts in CHF)

ANNEX I

	SAN JOSE, COSTA RICA								Sub-Total H=[(BxC)+D+(ExF)+G] JXH	Total by item
	B Salary	C Nمبر of days for salary	D Travel	E DSA	F Nمبر of days for DSA	G TER	H Nمبر of personnel	I		
Scientific and technical officers										
Secretary-General's representative	-	-	4.567,0	193,5	9,0	140,8	1,0		6.449,6	
3 Secretariat officers (10 days)	-	-	4.567,0	193,5	10,0	140,8	3,0		19.929,3	
Conference Officer (10 days)	-	-	4.567,0	193,5	10,0	140,8	1,0		6.643,1	33.021,9
Interpreters (4)*										
4 freelance E/S (Miami)	570,4	9,0	444,0	193,5	9,0	140,8	4,0		29.841,2	29.841,2
Translators (2S)										
1 WMO staff	-	-	4.567,0	193,5	9,0	140,8	1,0		6.449,6	
1 off site (from 15 to 18/04/2013)	437,7	4,0	-	-	-	-	1,0		1.750,9	8.200,5
Secretaries										
1 bilingual secretary (10 days)	-	-	4.567,0	193,5	10,0	140,8	1,0		6.643,1	
1 LCP/CNF support staff (Docs. Specialist) (10 days)	-	-	4.567,0	193,5	10,0	140,8	1,0		6.643,1	13.286,2
Other conference staff (local)										
2 documents clerks (G.5)	232,5	7,0	-	-	-	-	2,0		3.255,0	
1 technician for 8 days (G.3)	194,7	8,0	-	-	-	-	1,0		1.557,6	
2 messengers for 8 days (G.2)	178,7	8,0	-	-	-	-	2,0		2.859,2	7.671,8
Other services										
Pre-session visit of Conference Officer (3.5 days)	-	-	4.567,0	193,5	3,5	140,8	1,0		5.385,1	
Rental of conference premises										
Pre-session documentation translation and typing									25.000,0	
Printing offset cost										
Dispatch of the session documents										
Report of the session:									8.000,0	
Transportation of documents, materials, equipment to meeting venue										
Reserve for night differential payments, overtime, etc.									15.000,0	
Incidentals									3.000,0	
										56.385,1
GRAND TOTAL									148.406,7	148.406,7

The host country would bear the actual additional costs (difference) incurred to hold the session in Curacao rather than at the WMO Headquarters in Geneva.

9.012,3 CHF

COST ESTIMATE FOR RAIV-16 (2013) 12-19 APRIL 2013

(amounts in CHF)

ANNEX I

	CURACAO								Sub-Total Q=[(JxK)+L+(MxN)+O] JXP	Total by item
	K Salary	L Nmb of days for salary	M Travel	N DSA	O Nmb of days for DSA	P TER	Q Nmb of personnel	R		
Scientific and technical officers										
Secretary-General's representative	-	-	4 123,0	325,0	9,0	140,8	1,0	7 189,0		
3 Secretariat officers (10 days)	-	-	4 123,0	325,0	10,0	140,8	3,0	22 542,0		
Conference Officer (10 days)	-	-	4 123,0	325,0	10,0	140,8	1,0	7 514,0		37 245,0
Interpreters (4)*										
4 freelance E/S (Miami)	570,4	9,0	404,0	325,0	9,0	140,8	4,0	34 414,9		34 414,9
Translators (2S)										
1 WMO staff	-	-	4 123,0	325,0	9,0	140,8	1,0	7 189,0		
1 off site (from 15 to 18/04/2013)	437,7	4,0	-	-	-	-	1,0	1 750,9		8 939,9
Secretaries										
1 bilingual secretary (10 days)			4 123,0	325,0	10,0	140,8	1,0	7 514,0		
1 LCP/CNF support staff (Docs. Specialist) (10 days)			4 123,0	325,0	10,0	140,8	1,0	7 514,0		15 028,0
Other conference staff (local)										
2 documents clerks (G.5)										
1 technician for 8 days (G.3)										
2 messengers for 8 days (G.2)										
Other services										
Pre-session visit of Conference Officer (3.5 days)			4647,9	286,4	3,5	140,8	1,0	5791,1		
Rental of conference premises										
Pre-session documentation translation and typing								25 000,0		
Printing offset cost										
Dispatch of the session documents										
Report of the session:								8 000,0		
Transportation of documents, materials, equipment to meeting venue								5 000,0		
Reserve for night differential payments, overtime, etc.								15 000,0		
Incidentals								3 000,0		
										61 791,1
GRAND TOTAL								157 419,0		157 419,0
		DIFF(CHF)	9 012,3							

16th Session of WMO Regional Association IV, Curaçao 12-19 April 2013
Meeting Requirements Checklist - February 2013

ANNEX II

Assigned room	Room Requirement	Technical Requirement	Location and Dates	Provided by	Notes
Conference rooms	80-90 persons preferably UN seating, i.e. principal delegates at desk, other delegates in 2nd row. Elevated (max. 1 meter) podium seating for at least 5 persons.	<p>Interpretation facilities for 2 languages - English and Spanish in a fixed or mobile elevated booths (per ISO standards). Beamer (date-projector) with laptop connection at front of room 1 Large screen or 2 medium screens 1 Plasma screen(s) to watch screen from podium Wi-Fi internet connectivity throughout main hall and boardroom Power sockets for laptop users Sound recording (original+English booth) - plenaries only. earphone set for each place 1 microphone per 2 delegates - 3 microphones for podium; 2 wireless microphones Original on loudspeakers Captioned sign Conference Banner Pfed. pencils for interpreters (and for members) Water service participants & interpreters Tables for display of docs. and publications</p>	<p>Ballrooms A+B+C 12-19</p>	HC	<p>Decision is made to use only one booth and 2 languages (ES). Wi-Fi connection for the Session, (180 devices to be connected at the same time in the meeting hall). The LOC IT expert to coordinate with the Renaissance Hotel IT specialist to secure this extremely important aspect.</p>
Main Conference Hall					
Breakout room	Breakout Room with seats and tables (12-15 persons)	Flipchart + pens	Board room 1 12-19	HC	Coordination Comm. Room
Offices					
Secretary-General, WMO + SG representative	1 Desk/Chair, Table with 6 chairs, 1 lockable cupboard	1 Internet PC 1 International telephone	Board room 2	HC	For duration of SG's stay The SG representative will use this room once the SG leaves the meeting.
President RAIV	1 Desk/Chair, Table with 6 chairs, 1 lockable cupboard	1 Internet PC 1 International telephone	Room to be dedicated far from the Conference Center	HC	
Conference Officer + 1 LCP/CNF Support staff (docs specialist) + 2 WMO Secretaries 6 Scientific Officers	10 Desks/chairs, 2 extra Desk/tables 1 lockable cupboard	5 Internet PCs (in LAN) connected to the printers 2 laser printers 1 International phone line 1 Fax machine + International line	Back area of Atrium 10-19	HC	one space 5 desktopcomputers and 2 shared printers Room/Area to be accessible 24 hours a day
6 Scientific Officers					

Assigned room	Room Requirement	Technical Requirement	Location and Dates	Provided by	Notes
Conference Areas					
Registration desk	Desk + tables, chairs for registration	PC/printer, telephone for local/internal calls Open as from day before start of session	Left corner of pre-function area 11-19	HC	
Conference Information and Documents Distribution Desk (CID)	50 Pigeon holes for distribution of documents to participants. One per delegation, if necessary.	1 telephone (local calls) and 1 table + chair.	Corridor of the Conference Centre 12-19	HC	
Copy Room	need for sufficient number of tables or shelf room	2 high-speed photocopiers: A4, 60ppm, recto-verso option, stapling facility, tables.	Back area of Atrium 11-19	HC	area to be operational 2 days before
Boards/Panels for poster presentation/Exhibition area		Requirements to be defined at a later stage.	Front area of Atrium 12-19	HC	to be separated from the Secretariat space
Room for Local Organizing Committee		4 Internet PCs (in LAN) connected to the printers 1 International phone line	Back area of Atrium 11-19	HC	
Local Manpower Requirements					
Function					
1 Local Team Leader	Conference hours*		11-19	HC	Focal point in charge of local conference support personnel
1 or 2 Conference room attendants	Conference hours*		11-19	HC	
2 Computer technicians	08.00 to close*		10-19	HC	1 for the meeting room and the 2nd for the secretariat.
1 or 2 Sound/media technicians	Conference hours*		12-19	HC	
2 Conference Information Desk clerks	Conference hours*		12-19	HC	
2 Documents clerks/messengers	Conference hours*		11-19	HC	
2 Print operators & Assemblers	07.00 to close*		11-19	HC	

Assigned room Services & Equipment	Room Requirement	Technical Requirement	Location and Dates	Provided by	Notes
Interpretation Services Type	Requirements				
2 high-speed photocopiers: A4, 60ppm, recto-verso option, collating and stapling capability.	English, Spanish, French setting up for possible printing prior to (two days) start of the session	Immediate repair facilities required	12-19	WMO	see above
Duplicating paper (A4 format)	White:	To be advised of quantities at later stage	11-19	HC	
Water service in Plenary Room			12-19	HC	
Water service for interpreters in break-out rooms			12-19	HC	
Water service (breakfast + pm)			12-19	HC	
Reception services			12-19	HC	Provided free of charge
Spitiseeing Tour(s)	under control of LOC			HC	
Transportation of SG, Pres RAIV, WMO staff & interpreters to/from airport				HC	
Transportation of delegates between hotels and conference site				HC	
nameplates (country names)				WMO	
Production of Nameplates				WMO	
Production of Badges				WMO	
Room temperature				WMO	
Internal telephone directory				WMO/HC	
WMO flags	90x150 cm2, 150x150 cm2, 240x960 cm2			WMO	
Host Country flags	Similar dimensions			HC	
Banner/backdrop with title of the session	at discretion of HC			HC	
Flags in Conference Room				HC	
Ballot box				HC	
Voiting slips				WMO	
Stavel + namers				WMO	
Access to meeting rooms				HC	
Office stationery & equipment	see next chapter			HC	
Writing pads and pencils				HC	
Flowers				HC	
Telephone links between offices with listing of numbers				HC	
Reception desk at airport				HC	
Medical services, PTI facilities				HC	

REQUIREMENTS FOR STATIONERY (To be available at conference site prior to the session)		
2	Boxes of medium size clips	
2	Boxes of large size clips	
1	Wide brown scotch packing tape with roller	
2	Transparent scotch tape rollers	
2	Writing lined pads A5	
5	Writing lined pads A4	
2	Post-it pads 125 mm x 75 mm	
6	In and out boxes for mail	
1	Pair of scissors	
2	White ribbon corrector rollers	
2	Small staplers and un-staplers	
1	Large stapler	
1	Scotch Tesa 19 mm roller	
50	Plastic folders A4	
2	Perforators (2 holes)	
2	Large sized perforators (2 holes)	
100	Writing pads for delegates A5	
100	Ballpoint pens for delegates (e.g. Bic)	
1	Box of colour markers (blue, red, green, yellow, orange, purple)	
Duplicating Paper (A4 size):	White	to be advised of quantities at later stage
Computer specifications	Minimum specifications: 1,5GHz, 2GB RAM, 50GBHD, 2 USB, CD-RW drive Internet connection (if possible WLAN or wi-fi a/b/g)	ALL ENGLISH EXCEPT TWO SPANISH LANGUAGE KEYBOARDS
Software specifications	ftp software, minimum Windows XP, Office 2003 (professional edition) in English, with operational Spanish language on the PC of the docs specialist Virus protection software	
* It is expected that the opening ceremony takes place on the 12pm April 2013.		
* Conference hours include 1 hour before session, 1 hour after. "Close" is when the WMO Secretariat staff leaves		
NB No conference on Sunday's		

D. PARLEMENT

Het Verdrag, met Bijlagen, behoeft ingevolge artikel 7, onderdeel c, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het Verdrag, met Bijlagen, zijn ingevolge artikel XIV, tweede lid, op 3 april 2013 in werking getreden en zullen ingevolge hetzelfde artikel niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het Verdrag, met Bijlagen, alleen voor Curaçao.

J. VERWIJZINGEN

- Titel : Statuut van het Internationaal Gerechtshof;
San Francisco, 26 juni 1945
- Tekst : *Trb.* 1971, 55 (Engels en Frans)
Trb. 1987, 114 (vertaling, herzien)

Laatste *Trb.* : *Trb.* 2012, 128

Titel : Verdrag van de Wereld Meteorologische Organisatie;
Washington, 11 oktober 1947

Tekst : *Trb.* 1951, 141 (Engels en vertaling)

Laatste *Trb.* : *Trb.* 2009, 46

Titel : Verdrag nopens de voorrechten en immuniteiten van de
gespecialiseerde organisaties;
New York, 21 november 1947

Tekst : *Stb.* 1949, 67 (Engels, Frans en vertaling)

Laatste *Trb.* : *Trb.* 2004, 59

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen heeft de Minister van Buitenlandse Zaken bepaald dat het Verdrag, met Bijlagen, zal zijn bekendgemaakt in Curaçao op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *achtste* april 2013.

De Minister van Buitenlandse Zaken,

F.C.G.M. TIMMERMANS