

8 (2008) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2008 Nr. 93

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en Nieuw-Zeeland
inzake het aanhouden van voorraden ruwe aardolie,
aardolieproducten en onverwerkte oliën;
Wellington, 1 april 2008*

B. TEKST

Agreement between the Kingdom of the Netherlands and New Zealand on the holding of stocks of crude oil, major products and unfinished oils

The Kingdom of the Netherlands

and

New Zealand

(hereinafter referred to as “the Contracting Parties”);

Having regard to the Agreement on an International Energy Program of 18 November 1974 as amended by the International Energy Agency (hereinafter referred to as “the IEP Agreement”);

Having regard to Article 3 of the Annex to the IEP Agreement which envisages the holding of stocks within the territory of another country for the account of a Participating Country, under an agreement between the two Governments of those countries;

Having regard to the Netherlands’ national legislation regarding oil stockholding obligations;

Have agreed as follows:

Article 1

For the purposes of this Agreement:

a) “competent authority” means the Governmental authority of each Contracting Party responsible for supervising the fulfilment of stock holding obligations;

b) “stock” means any stock of crude oil, major products and unfinished oils covered by Article 1 of the Annex to the IEP Agreement;

c) “stock holding obligation” means the overall quantity of stock required to be held under applicable national law or pursuant to the IEP Agreement;

d) “territory” means in respect of the Netherlands the area within the European Union over which the Kingdom of the Netherlands exercises jurisdiction and in respect of New Zealand the area over which New Zealand exercises jurisdiction;

e) “entity” means any body or undertaking, including the Competent Authority of New Zealand, established in the territory of one Contracting Party, which holds stocks for the purpose of facilitating New Zealand’s compliance with its stock holding obligations.

Article 2

This Agreement applies to stocks covered by the IEP Agreement which have been approved by the competent authority of the Netherlands in accordance with the approval process in Article 5.

Article 3

1. An entity established in New Zealand may hold stocks to which this Agreement applies on the territory of the Netherlands. Such stocks may be held either:

a) directly by the entity established in New Zealand; or

b) by an entity established in the Netherlands, on behalf of the entity established in New Zealand.

2. For stocks to be eligible for approval under Article 5 of this Agreement, the entity established in New Zealand must have agreed to hold them itself or through the other entity, from the first day of any calendar quarter for one or more full calendar quarters.

3. If an entity established in New Zealand holds stocks in accordance with paragraph 1 of this Article, then those stocks shall not be regarded as being part of the stock obligation of the Netherlands, but shall be regarded as being part of the stock obligation of New Zealand.

Article 4

The Netherlands shall not oppose the removal of stocks to which this Agreement applies from its territory in accordance with directions issued by the competent authority of New Zealand.

Article 5

1. All holding arrangements established under Article 3 shall require the approval of the competent authority of the Netherlands, which must be applied for in accordance with the procedure laid down in this Article.

2. The competent authority of New Zealand shall notify the competent authority of the Netherlands of the arrangements established under Article 3. This notification shall be provided at least one month before the commencement of the period for which the arrangements will be in effect, and shall include the following information:

a) the name and address of the entity established in the Netherlands where the stocks are to be held, and the name and address of the entity established in New Zealand that will hold the stocks, or on whose behalf the stocks will be held.

b) the type and quantity of the stocks to be held;

c) the period for which the stocks are to be held;

d) the location, if known, of the depot(s) where the stocks are to be held.

3. The competent authority of the Netherlands shall notify the competent authority of New Zealand whether or not it approves the arrangements notified no later than 5 (five) working days before the start of the period for which authorisation was sought.

4. The competent authority of New Zealand shall notify the competent authority of the Netherlands if there is any significant change in the information supplied in accordance with Paragraph 2 of this Article.

5. Any approval of an application may be withdrawn by the competent authority of the Netherlands if any significant inaccuracy is found in the particulars furnished in respect of that approval under paragraph 2 of this Article. Before withdrawing an approval under this provision the competent authority of the Netherlands shall inform the competent authority of New Zealand and afford the entity with the stockholding obligation, which had furnished the particulars a reasonable opportunity to make representations.

6. Notwithstanding the time limits indicated in Article 5, paragraphs 2 and 3, the competent authorities may, if required by particular circumstances, mutually decide to vary any or all of those time limits.

Article 6

1. Where an entity is applying for approval to hold stocks under the framework of this Agreement in circumstances where it will not be the owner of those stocks, the competent authority of the Netherlands shall not approve the holding of the stocks concerned under the framework of this Agreement unless:

a) the entity holding the stocks on behalf of the applicant is one who is subject to the jurisdiction of the Netherlands insofar as the legal powers of the Netherlands to control and verify the existence of those stocks are concerned;

b) the stocks are to be held by virtue of an agreement in writing between the entity with the stockholding obligation and the entity holding the stocks on his behalf (the “contract”) which will subsist throughout the period for which authorisation is sought;

c) the entity with the stockholding obligation has the contractual right to acquire the stocks throughout the period of the contract and the methodology for establishing the price of such acquisition is specified in the contract;

d) the actual deliverability of the stocks for the entity with the stockholding obligation is guaranteed throughout the period of the contract.

Article 7

1. The Contracting Parties agree to consult each other as soon as reasonably practicable in the event of a supply crisis.

2. The Contracting Parties agree to consult each other at the request of either of them in order to:

(i) resolve any difficulty arising in the interpretation or application of this Agreement; or

(ii) amend any of the terms of the Agreement,
in which case the consultations shall in any event begin no later than sixty days after the request has been received.

Article 8

This Agreement may be amended by written agreement between the Contracting Parties. The Contracting Parties shall notify each other through the diplomatic channel when their constitutional requirements for the entry into force of the amended Agreement have been completed. The amended Agreement shall enter into force on the thirtieth day following the date of receipt of the last notification.

Article 9

This Agreement shall enter into force on the first day of the second month after each Contracting Party has notified the other Contracting Party through the diplomatic channel of the completion of its procedures necessary for the entry into force of the Agreement.

Article 10

1. This Agreement may be terminated by either Contracting Party upon giving notice in writing through the diplomatic channel to the other Contracting Party, not less than six (6) months before the end of any calendar year. In such event the Agreement shall cease to be in force from the first day of the immediately following calendar year.

2. Neither Contracting Party shall exercise the power of termination in paragraph 1 of this Article during a supply crisis.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in two originals at Wellington, on this 1st day of April 2008 in the English language only.

For the Kingdom of the Netherlands

H.E.C.M. TER BRAAK

For New Zealand

D.W. PARKER

D. PARLEMENT

Het Verdrag behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan het Verdrag kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van het Verdrag zullen ingevolge artikel 9 in werking treden op de eerste dag van de tweede maand nadat de Verdragsluitende

Partijen elkaar langs diplomatieke weg ervan in kennis hebben gesteld dat hun onderscheiden procedures vereist voor de inwerkingtreding van dit Verdrag zijn afgerond.

J. VERWIJZINGEN

Titel : Overeenkomst inzake een Internationaal Energie-
programma;
Parijs, 18 november 1974
Tekst : *Trb.* 1975, 47 (Engels, Frans en vertaling)
Laatste *Trb.* : *Trb.* 1980, 183

Uitgegeven de *drieëntwintigste* mei 2008.

De Minister van Buitenlandse Zaken,

M. J. M. VERHAGEN