

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2017 Nr. 197

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en Belize inzake de status van de strijdkrachten van het Koninkrijk der Nederlanden gedurende hun aanwezigheid in Belize;
Belize City, 24 november 2017*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 011974 in de Verdragenbank.

B. TEKST

Status of Forces Agreement between the Kingdom of the Netherlands and Belize concerning the status of the armed forces of the Kingdom of the Netherlands whilst in Belize

Preamble

The Kingdom of the Netherlands and Belize, hereinafter jointly referred to as the "Parties" and separately as a "Party"

Desiring to define the status of personnel of the Ministry of Defence of the Kingdom of the Netherlands and their dependents, while present in the territory of Belize

Have agreed on the following:

Article I

Definitions

For the purpose of this Agreement and its implementation:

1. The term "Personnel" means military or civilian personnel of the Ministries of Defence of the Parties.
2. The term "Military personnel" means the military of the Ministry of Defence of the sending Party.

Article II

Entry and exit requirements

1. The Personnel of the sending Party and their dependents shall have the right to enter into, stay, and depart from the territory of the receiving Party. The Personnel of the sending Party and their dependents shall have the same freedom of movement as is accorded to nationals of the receiving Party.

2. Provided they are in possession of official identity cards or other documents of identity normally issued to them, the Military personnel shall be exempted from passport and visa regulations and immigration requirements on entering or leaving the territory of the receiving Party. The civilian personnel of the Ministry of Defence of the sending Party and dependents shall be similarly exempted, provided they are in possession of valid passports.

Article III

Discipline and jurisdiction

1. The sending Party shall have the right to exercise military measures conferred on them by the laws and rules of military discipline of the sending Party over the respective Personnel who are subjected to the service law of the sending Party. The sending Party shall inform the receiving Party of any incident in this respect.
2. The Personnel of the sending Party shall respect the laws of the receiving Party and shall abstain from any activity inconsistent with the spirit of this Agreement and, in particular, from any political activity in the receiving Party. The officer in command of the Personnel of the sending Party shall take the necessary measures to that end.
3. The sending Party shall exercise exclusive jurisdiction with respect to all criminal and civil proceedings against the Personnel of the sending Party, but shall only do so after immediate consultation with the Government of the receiving Party if the proceedings involve persons and or property of persons other than Personnel of the sending Party and shall send a written report on the matter to the officer in command of the Personnel of the sending Party.
4.
 - a. In the event that the authorities of the receiving Party take into custody any member of the Personnel of the sending Party, they shall hand over such custody to the officer in command of the Personnel of the sending Party forthwith and shall send a written report on the matter to the officer in command of the Personnel of the sending Party without any delay.
 - b. The appropriate authorities of the sending Party shall inform the appropriate authorities of the receiving Party of their decision to institute legal action against the member of the Personnel of the sending Party and of the outcome of the procedures that have been initiated in the sending Party.

Article IV

Importation and exportation

1. The receiving Party waives the right to levy import and export fees, duties, taxes and other charges otherwise leviable in the receiving Party on equipment, materials, supplies and other property imported into the receiving Party by the sending Party in connection with this Agreement.
2. Equipment, materials, supplies, and other property imported into the receiving Party by the sending Party shall be exempted from any inspection.
3. Baggage, personal effects, products, and other property for the personal use of the Personnel of the sending Party imported into the receiving Party shall be exempt from import and export fees, duties, taxes, and other charges otherwise leviable in the receiving Party.

Article V

Arms and uniforms

1. The Military personnel, participating in military training and exercises, may possess and carry arms on the condition that they are authorized to do so by their orders.
2. The Military personnel may use arms and ammunition only for training and exercise purposes on locations specifically intended for such use by the receiving Party. These locations shall be further agreed upon between the appropriate authorities of the receiving Party and the sending Party.
3. The arms and ammunition shall be stored and guarded in accordance with the laws and regulations of the receiving Party.
4. The Military personnel may wear their national military uniform while performing official duties.

Article VI

Driving permits

1. The receiving Party shall either:
 - a. Accept as valid without a driving test or fee the current and valid driving permits or licenses or military driving permits issued by the sending Party to the Personnel of the sending Party; or

- b. Issue its own driving permits or licenses to the Personnel of the sending Party who hold a current and valid driving permit or license or military driving permit issued by the sending Party, provided that no driving test shall be required and no fees shall be charged.

Article VII

Claims

1. The Parties shall waive any claim against each other for damages to or losses of government property used by their armed forces and for injury (including injury resulting in death) suffered by their Personnel arising out of official duties.
2. Paragraph 1 of this Article is not applicable to damages or losses of government property or injury suffered by the Personnel mentioned in that paragraph caused by gross negligence or willful misconduct.
3. Third party claims (other than contractual claims) for any loss, damage or injury caused by the Personnel of the sending Party shall be settled by the receiving Party on behalf of the sending Party in accordance with the laws and regulations of the receiving Party. Costs related to the settlement of any such claims shall be reimbursed by the sending Party.
4. Third party claims for any loss, damage, or injury caused by the Personnel of both Parties in the performances of their official duties shall be settled by the receiving Party also on behalf of the sending Party in accordance with the laws and regulations of the receiving Party. Costs related to the settlement of any such claims shall be distributed between the Parties on an equal basis.
5. The receiving Party shall consult the sending Party prior to any settlement of third party claims, in order to reach an agreement about the final costs of these claims.

Article VIII

Medical and dental support

1. The Personnel of the sending Party shall be medically and dentally fit prior to the entry into the territory of the receiving Party.
2. Costs arising from emergency medical and dental support of the Personnel of the sending Party throughout their presence in the receiving Party shall be borne by the sending Party.
3. Other medical and dental support including hospitalization shall be granted under the same conditions as those applicable to the Personnel of the receiving Party.

Article IX

Exemptions for vessels, vehicles and aircraft

1. Vessels, vehicles and aircraft which are the property of the sending Party shall be exempt from any form of registration or any form of compulsory insurance. For the purpose of this sub-paragraph, a vessel or aircraft on hire or charter to the authorities of the sending Party and for the period of such hire or charter exclusively in their service will be treated as being the property of the sending Party.
2. The sending Party shall have the right for military aircraft of that Party, as well as for aircraft hired or chartered by its authorities, to use the Philip Goldson International Airport or any other aerodromes including facilities on or connected with those airfields and pay charges as determined by the Belize Airport Concession Company (BACC) or any other management authority at those aerodromes and to operate with due regard to the requirements of civil aviation at the aerodromes.

Article X

Implementing arrangements

The terms and conditions for the conduct of mutually agreed activities can be specified in implementing arrangements between both Ministers of Defence.

Article XI

Settlement of disputes

Any disagreement that may arise from the application or implementation of this Agreement shall be settled through consultation between the appropriate authorities of the Parties.

Article XII

Movable property

Title to any property of the sending Party brought into Belize by or on behalf of the sending Party shall remain with the sending Party. Such property, including official papers, shall be exempt from inspection, search and seizure and such property may be freely removed from Belize.

Article XIII

Telecommunications

Subject to the prior concurrence of the Government of Belize, the sending Party may use any radio frequencies, powers and bandwidths for radio services (including radar) in Belize, which are necessary for the operation of the Personnel of the sending Party in Belize. All radio communications shall comply at all times with the provisions of the International Telecommunications Convention (Treaty Series No 104 (1975), Cmnd 6219).

Article XIV

Postal and courier services

The Personnel of the sending Party may operate in Belize, without restriction, by means of forces' post offices, established within Belize, full postal services to, from and within Belize, for the use of the Personnel of the sending Party in Belize and their dependents.

Article XV

Health quarantine and sanitation

The officer in command of the Personnel of the sending Party and the Government of Belize shall collaborate in the enforcement in Belize of necessary health, quarantine and sanitation provisions.

Article XVI

Remittance of funds

1. Remittance of funds between Belize and the Kingdom of the Netherlands shall be freely permitted in respect of funds derived by the Personnel of the sending Party in connection with their official duties. Such remittances shall be made through the Ministry of Defence.
2. Remittance of funds from Belize to the Kingdom of the Netherlands shall be freely permitted in respect of funds derived from the proceeds of sale of personal effects, furniture, motor vehicles and other property used by the Personnel of the sending Party while serving in Belize, which are disposed of in anticipation of their departure from Belize.

Article XVII

Final provisions

1. This Agreement shall enter into force on the first day of the second month after each Party has notified the other Party in writing through Diplomatic Channels confirming completion of all necessary internal procedures required for entry into force thereof.
2. This Agreement may be amended with the written agreement of the Parties. Any amendment shall enter into force in accordance with the provisions of paragraph 1.
3. This agreement may be terminated either by mutual agreement of the Parties or by either Party informing

the other Party in writing six months in advance of its intention to terminate it.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Belize City on the 23rd day of November 2017 in duplicate in the English Language.

For the Kingdom of the Netherlands

M.N. LEEMHUIS

For Belize

WILFRED P. ELRINGTON

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 XVII, eerste lid, in werking treden op de eerste dag van de tweede maand die volgt op de datum van ontvangst van de laatste schriftelijke kennisgeving via diplomatieke kanalen dat door de partijen aan de interne vereisten voor de inwerkingtreding van het verdrag is voldaan.

Uitgegeven de *achttiende* december 2017.

De Minister van Buitenlandse Zaken,

H. ZIJLSTRA