

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1962 Nr. 82

A. TITEL

*Notawisseling tussen de Regering van het Koninkrijk der Nederlanden en de Regering van de Verenigde Staten van Amerika houdende een overeenkomst betreffende het gebruik van het vliegveld Zanderij (Suriname) door Amerikaanse militaire vliegtuigen;
Paramaribo, 24 april 1962*

B. TEKST

Nr. I

AMERICAN CONSULATE GENERAL

Paramaribo, April 24, 1962

Excellency:

I have the honor to refer to recent discussions which have taken place between representatives of the Government of the United States of America and the Government of Surinam regarding the use of Zanderij Airport by United States aircraft.

As a result of these discussions, the following understandings were reached:

1. *a.* The term „United States personnel”, as used herein, includes members and civilian employees of the United States Armed Forces who are present in Surinam pursuant to this agreement.

b. The term „aircraft”, with reference to its usage in this agreement, is defined as unarmed military and other aircraft owned or operated by or on behalf of the United States Government.

2. The Government of Surinam by this exchange of notes grants permission to aircraft operated by or on behalf of the United States, subject to compliance with International Civil Aviation Organization requirements and local traffic control procedures, to overfly Surinam and to use Zanderij Airport and the facilities thereof. United States

personnel, together with their dependents, may be stationed in Surinam to perform necessary functions in connection with these activities.

3. *a.* No landing charges will be made by the Government of Surinam against the United States Government for use of Zanderij Airport by aircraft operated by or on behalf of the United States.

b. The United States shall reimburse the Government of Surinam, retroactive to May 1, 1960, for that portion of the cost of operating and maintaining the airport facilities at Zanderij reasonably attributable to use of the field by the United States Government. The amount of such reimbursement shall be subject to agreement between the appropriate authorities of the two Governments.

4. Customs laws and regulations in force in Surinam shall not apply to the entry into, or departure, from Surinam, of aircraft operated by or on behalf of the United States, nor shall such laws and regulations apply to the importation into or exportation from Surinam pursuant to this agreement of United States Government property. The laws in effect in Surinam with respect to passport and visa requirements, immigration, and registration and control of aliens shall not apply to United States personnel or their dependents. No duties or other import or export taxes shall be imposed upon the personal effects and household goods, including privately owned automobiles, and aircraft of United States personnel or their dependents.

5. *a.* No property of the United States which is in Surinam in connection with operations under this agreement shall be subject to Surinam taxes. The United States Government may purchase locally, free of all readily identifiable taxes, such goods and services as it may desire to procure for its operations in Surinam pursuant to this agreement.

b. United States personnel and their dependents shall not be subject to taxation on salary and emoluments received from the United States Government, or on other income derived from sources outside Surinam, or on any personal moveable property the presence of which in Surinam is due solely to the temporary presence there of such personnel and their dependents. Periods during which United States personnel and their dependents are present in Surinam shall not be considered as periods of residence or domicile for Surinam tax purpose.

6. *a.* United States military personnel in Surinam for purposes of this agreement shall, with respect to offenses affecting only United States personnel, property, or security, or committed in the performance of official duty be subject only to United States jurisdiction.

b. The United States and Surinam each agree to give sympathetic consideration to a request by the other party to waive its jurisdiction with respect to offenses deemed by the requesting party to be of particular importance.

c. United States authorities will take all appropriate measures to insure respect for laws of Surinam by United States personnel.

d. United States military personnel who have been arrested or apprehended whether by Surinam authorities or by the United States authorities, will be retained in custody by the United States authorities in Surinam, who shall produce the personnel concerned, upon request by the Surinam authorities, for investigation, identification, or trial.

7. The United States agrees to pay just and reasonable compensation, in accordance with the terms and conditions of its applicable foreign claims legislation, in settlement of meritorious claims arising out of the activities of the United States Armed Forces or United States personnel.

8. The appropriate authorities of Surinam and the United States will cooperate in making administrative arrangements to give effect to this agreement and to resolve any practical questions which may from time to time arise from presence in Surinam of personnel or aircraft of the United States.

9. This agreement shall remain in force for ten years.

I have the honor to propose that if these understandings meet with the approval of the Government of the Kingdom of the Netherlands, the present note and Your Excellency's note in reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

(s.) PAUL L. GUEST.

His Excellency
S. D. Emanuels,
Minister-President of Surinam,
Paramaribo.

Nr. II

Paramaribo, April 24, 1962

I have the honour to acknowledge receipt of your note, dated April 24, 1962, and I have been authorized by the Government of the Kingdom of the Netherlands to accept your proposals for an

Agreement between the Government of the Kingdom and the United States Government with regard to the use of Zanderij Airport by United States aircraft, on the following terms.

(Zie tekst nr. 1)

I have the honour to inform you that the Government of the Kingdom of the Netherlands regard your note and the present reply as constituting an agreement between the two Governments, which shall come into force on the date of the receipt of this note.

Minister-President of Surinam,
(s.) S. D. EMANUELS.

*To the Consul-General of the
United States of America*

D. GOEDKEURING

De in de nota's vervatte overeenkomst behoeft ingevolge artikel 62, lid 2, van de Grondwet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De overeenkomst is ingevolge het gestelde in de slotalinea's van beide nota's op 24 april 1962 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft geldt de overeenkomst alleen voor Suriname.

I. GEGEVENS

De Internationale Burgerluchtvaartorganisatie, naar welke organisatie wordt verwezen in paragraaf 2 van de overeenkomst, is opgericht bij het op 7 december 1944 te Chicago gesloten Verdrag inzake de internationale burgerluchtvaart, waarvan tekst en vertaling zijn geplaatst in *Stb.* H 165; zie ook, laatstelijk *Trb.* 1959, 45.

Enkele leden van de Eerste Kamer van de Staten-Generaal hebben in het voorlopig verslag (april 1961) over hoofdstuk VIII (Defensie) van de Rijksbegroting voor 1961 (*Bijl. Hand.* I 1960/61, nr. 91, blz. 8) vragen gesteld over de materie welke in de onderhavige overeenkomst regeling heeft gevonden. Het antwoord van de Minister van Defensie is vervat in de memorie van antwoord (*Bijl. Hand.* I 1960/61, nr. 91a, blz. 6).

Uitgegeven de *negenentwintigste* augustus 1962.

De Minister van Buitenlandse Zaken,
J. LUNS.