

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1980 Nr. 110

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Internationale Dienst voor nationaal landbouwkundig onderzoek
(ISNAR) betreffende de zetel van de Organisatie;
's-Gravenhage, 2 juni 1980*

B. TEKST

**Agreement between the Kingdom of the Netherlands and the
International Service for National Agricultural Research (ISNAR)
concerning the headquarters of ISNAR**

The Government of the Kingdom of the Netherlands and the
International Service for National Agricultural Research,

Having regard to paragraph 52 of ISNAR's Constitution,

Desiring to define the privileges and immunities referred to in the said
paragraph 52,

Have agreed as follows:

Article 1

Definitions

For the purpose of this Agreement:

(a) "ISNAR" means the International Service for National
Agricultural Research;

(b) "Government" means the Government of the Kingdom of the
Netherlands;

(c) "Staff Member" means the Director General of ISNAR and all

persons assigned by ISNAR under ISNAR staff regulations, other than persons for supporting services assigned to hourly rates of pay;

(d) "Premises of ISNAR" means the buildings or parts of buildings and the land ancillary thereto used for the official purpose of ISNAR;

(e) "Official activities of ISNAR" means ISNAR's activities pursuant to its Constitution and includes its administrative activities.

Article 2

Juridical personality

ISNAR shall possess juridical personality. It shall in particular have the capacity

(a) to contract;

(b) to acquire and dispose of immovable and movable property;

(c) to be a party to legal proceedings.

Article 3

Inviolability of premises

The premises of ISNAR shall be inviolable subject to the provisions of Articles 17 and 18 of this Agreement. Any person authorized to enter any place under any legal provision or on the strength of the law as described in the said Article 17 shall not exercise that authority in respect of the premises of ISNAR unless permission to do so has been given by or on behalf of the Director General. Such permission shall be assumed in case of fire or other disaster requiring prompt protective action.

If the person referred to in the second sentence of this Article has written authority given by the Public Prosecutor (Procureur-Generaal) in the Court of Appeal (Gerechtshof), within the jurisdiction of which the building is located, the Director General or the person acting on his behalf shall give permission forthwith.

Article 4

Inviolability of archives

The archives of ISNAR shall be inviolable. The term "archives" includes all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by ISNAR, wherever located.

Article 5

Immunity

1. Within the limits of its official activities ISNAR shall have immunity from jurisdiction and execution except:

(a) to the extent that ISNAR shall have expressly waived such immunity in a particular case;

(b) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to or operated on behalf of ISNAR or in respect of a motor traffic offence involving such a vehicle;

(c) in respect of an enforcement of an arbitration award made under Article 19 of this Agreement;

(d) in the event of the attachment, pursuant to a decision by the judicial authorities, of the salaries and emoluments owed by ISNAR to a Staff Member.

2. ISNAR's property and assets wherever situated shall be immune from any form of requisition, confiscation, expropriation and sequestration. They shall also be immune from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention of, and investigation into, accidents involving motor vehicles belonging to, or operated on behalf of ISNAR.

Article 6

Exemption from taxes

1. ISNAR, its assets, income and other property shall be exempt from all direct taxes. Direct taxes include income tax, capital tax, corporation tax and direct taxes, levied by local authorities. It is understood, however, that ISNAR will not claim exemption from taxes which are, in fact, no more than charges for public utility services.

2. The motor vehicles registered for ISNAR shall, on request, be exempted from motor vehicle tax.

3. ISNAR shall be accorded a refund of car tax and value added tax payed on the purchase of motor cars, and value added tax payed on the supply of goods or services of substantial value for official use. ISNAR shall be accorded a refund of the excise duty element included in the price of spirits and hydrocarbons such as fuel oils and motor fuels purchased by ISNAR for official use.

Article 7

Imports and exports

ISNAR shall be

(a) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by ISNAR for its official use; it is understood, however, that articles imported under such exemption will not be sold in the Netherlands except under conditions agreed to with the Government;

(b) exempt from duties and prohibitions and restrictions on imports and exports in respect of its publications.

Article 8

Funds

Without being restricted by financial controls, regulations or moratoria of any kind, ISNAR may

(a) receive and hold funds, currency, cash or securities of any kind and operate accounts in any currency;

(b) freely transfer its funds, currency, cash or securities and convert any currency held by it into any other currency.

Article 9

Communications

1. For its official communications ISNAR shall enjoy treatment not less favorable than that accorded by the Netherlands to other international organizations.

2. No censorship shall be applied to official communications of ISNAR by whatever means of communication.

Article 10

Publications

The transmission of publications and other information material sent by or to ISNAR shall not be restricted in any way.

Article 11

Board of Trustees and official visitors

The Government shall facilitate the entry, stay and departure of the members of the Board of Trustees and of persons attending meetings of ISNAR or visiting ISNAR on official business. The members of the Board shall be accorded the same privileges in respect of currency or exchange as are accorded to Staff Members of ISNAR.

Article 12

Staff Members

The Staff Members of ISNAR shall

(a) have immunity from jurisdiction in respect of words spoken or written and all acts performed by them in their official capacity and within the limits of their authority. This immunity shall not apply in the case of a motor traffic offence committed by a Staff Member, nor in the case of damage caused by a motor vehicle belonging to or driven by a Staff Member;

(b) enjoy inviolability for all their official papers and documents;

(c) enjoy, together with the members of their families, the same repatriation facilities in time of international crises as diplomatic agents;

(d) be accorded the same privileges in respect of exchange facilities as are accorded by the Netherlands to Staff Members of international organizations;

(e) have the right, unless they are Netherlands nationals, to import free of duty their household effects and personal belongings at the time of first taking up their functions in the Netherlands. The same applies to the export of the said goods on termination.

Article 13

Registration, permits

1. Non-Netherlands Staff Members of ISNAR

(a) shall enjoy exemption from aliens' registration formalities and shall not require a residence permit provided that they hold the personal identity card referred to in paragraph 2 of this Article;

the same shall apply to non-Netherlands members of their families forming part of their households;

(b) shall not require a work permit.

2. The Staff Members of ISNAR and non-Netherlands members of their families forming part of their households shall hold a personal identity card issued by ISNAR stating names, date and place of birth, nationality, number of passport (aliens only), and bearing photograph and signature. The identity cards shall be authenticated by the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

Article 14

Taxation of income

Subject to the conditions and following the procedure laid down by the Board of Trustees and agreed with the Government the Director General and the Staff Members shall be subject to a tax, for the benefit of ISNAR, on salaries and emoluments paid by ISNAR. From the date on which this tax is applied such salaries and emoluments shall be exempt from Netherlands income tax.

The Government shall retain the right to take these salaries and emoluments into account when assessing the amount of tax to be applied to income from other sources. In the event that ISNAR operates a system for the payment of pensions and annuities to its former Staff Members and their dependents, the provisions of this Article shall not apply to such pensions and annuities.

Article 15

Social security scheme

Provided ISNAR establishes its own social security scheme or adheres to a social security scheme, ISNAR, the Director General and the other Staff Members shall be exempt from all compulsory contributions to the Netherlands social security organizations. Consequently, they shall not be covered against the risks described in the Netherlands social security regulations.

Article 16

Purpose and scope of privileges and immunities

1. The privileges and immunities accorded in this Agreement to the Staff Members of ISNAR are provided solely to ensure in all circumstances the unimpeded functioning of ISNAR and the complete independence of the persons to whom they are accorded.

2. The Director General has the right and the duty to waive such immunities (other than his own) in any case where the immunity would impede the course of justice, and where it can be waived without

prejudice to the interests of ISNAR. In respect of the Director General the Board of Trustees of ISNAR has a similar right and duty.

Article 17

Cooperation

ISNAR shall cooperate at all times with the appropriate Netherlands authorities in order to facilitate the proper administration of justice, to ensure the observance of police regulations and regulations concerning the handling of inflammable material, public health, labour inspection and other similar national legislation, and to prevent any abuse of the privileges and immunities and facilities provided for in this Agreement.

Article 18

Security

The Government retains the right to take all precautionary measures in the interest of its security.

Article 19

Arbitration

1. Where ISNAR enters into contracts (other than contracts concluded in accordance with staff regulations) ISNAR shall include an arbitration clause whereby any disputes arising out of the interpretation or execution of the contract may at the request of either party be submitted to private arbitration. Unless otherwise agreed, the arbitration shall be conducted under the rules of the Netherlands Arbitration Institute.

2. ISNAR shall, at the instance of the Government, submit to arbitration any dispute

(a) arising out of damage caused by ISNAR;

(b) involving any other non-contractual responsibility of ISNAR;

(c) involving a Staff Member, and in which the person concerned can claim immunity from jurisdiction under Article 12 if this immunity is not waived in accordance with Article 16 paragraph 2. In such disputes where the claim for immunity from jurisdiction arises under Article 12, the responsibility of ISNAR shall in such arbitration be substituted for that of the person concerned.

Article 20

Settlement of disputes

1. Any dispute between the Parties concerning the interpretation or application of the present Agreement which cannot be settled amicably, shall be submitted, at the request of any Party to the dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman.

2. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the latter Party may invite the President of the International Court of Justice to make the necessary appointment.

3. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment.

4. Unless the Parties decide otherwise, the tribunal shall determine its own procedure.

5. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the Parties to the dispute.

Article 21

Reporting on staff situation

ISNAR shall communicate to the Government from time to time a list of Staff Members.

ISNAR shall inform the Government of the appointment and dismissal of Staff Members individually.

Article 22

Final provisions

1. This Agreement shall enter into force on the day of its signature.

2. The Agreement will remain in force for an indefinite period.

The Agreement may be terminated after consultation between the Parties hereto.

This Agreement will automatically be terminated at the dissolution of ISNAR.

3. Negotiations for the revision of and for amendments to this Agreement shall be conducted at the request of either Party.

4. With respect to the Kingdom of the Netherlands this Agreement will apply to the Kingdom in Europe only.

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

DONE at The Hague on 2 June 1980, in duplicate, in the English language.

*For the Government of the
Kingdom of the Netherlands*

(sd.) C. A. VAN DER KLAUW

*For the International
Service for National
Agricultural Research
(ISNAR)*

(sd.) W. A. C. MATHIESON

D. PARLEMENT

Op grond van artikel 3 van de Wet van 24 december 1947 (*Stb.* H 452), houdende goedkeuring van de toetreding tot het door de Algemene Vergadering van de Verenigde Naties op 13 februari 1946 aangenomen Verdrag nopens de voorrechten en immuniteiten van de Verenigde Naties (*Stb.* I 224), juncto artikel 62, eerste lid, onder a, van de Grondwet, behoefde de onderhavige Overeenkomst niet de goedkeuring der Staten-Generaal alvorens in werking te kunnen treden.

Dit artikel 3 luidt: „Wij behouden Ons voor verdragen te bekrachtigen en andere maatregelen te nemen teneinde aan andere internationale organisaties overeenkomstige voorrechten en immuniteiten toe te kennen als in het in artikel 1 bedoelde Verdrag worden toegekend aan de Verenigde Naties.

Deze Wet is gecontrasigneerd door de Minister van Buitenlandse Zaken W. VAN BOETZELAER, de Minister van Justitie J. H. VAN MAARSEVEEN, de Minister van Financiën P. LIEFTINCK en de Minister van Overzeese Gebiedsdelen a.i. GOTZEN.

Zie voor de behandeling in de Staten-Generaal: Bijl. Hand. II 1947/48-629; Hand. II 1947/48, blz. 636; Bijl. Hand. I 1947/48, nr. 30; Hand. I 1947/48, blz. 48.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zijn ingevolge artikel 22, eerste lid, op 2 juni 1980 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft, geldt de Overeenkomst ingevolge artikel 22, vierde lid, alleen voor Nederland.

J. GEGEVENS

De Internationale Dienst voor nationaal landbouwkundig onderzoek (ISNAR) werd opgericht bij een op 31 oktober 1979 te Washington tussen de Internationale Bank voor Herstel en Ontwikkeling en het Ontwikkelingsprogramma van de Verenigde Naties tot stand gekomen Memorandum van Overeenstemming.

Van het op 26 juni 1945 te San Francisco tot stand gekomen Statuut van het Internationale Gerechtshof, naar welk Gerechtshof wordt verwezen in artikel 20, derde lid, van de onderhavige Overeenkomst zijn tekst en vertaling geplaatst in *Trb.* 1971, 55; zie ook, laatstelijk, *Trb.* 1979, 36.

Uitgegeven de veertiende juli 1980

De Minister van Buitenlandse Zaken,
C. A. VAN DER KLAUW