

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1988 Nr. 153

A. TITEL

Briefwisseling tussen de Regering van het Koninkrijk der Nederlanden en het Milieu-Programma van de Verenigde Naties houdende een overeenkomst betreffende een aantal bijeenkomsten van deskundigen inzake de aantasting van de ozonlaag en de inwerkingtreding van het Protocol van Montreal, in oktober 1988 te 's-Gravenhage, Nederland; Nairobi, 21 september/17 oktober 1988

B. TEKST

Nr. I

UNITED NATIONS ENVIRONMENT PROGRAMME

Nairobi, 21 September 1988

Agreement between the Government of the Netherlands and the United Nations Environment Programme regarding the Scientific Review of the Depletion of the Ozone Layer, 17-18 October 1988; Workshop on Alternatives to Substances that Deplete the Ozone Layer, 19-21 October 1988; Second Meeting of the Ad Hoc Working Group of Legal and Technical Experts for the Harmonization of Data on Production, Imports and Exports of Substances that Deplete the Ozone Layer, 24-26 October 1988; and the Meeting of Legal Experts on the Entry into Force of the Montreal protocol, 27-28 October 1988 to be convened in The Hague, the Netherlands

Sir,

I have the honour to refer to the arrangements for the Scientific Review of the Depletion of the Ozone Layer, 17-18 October 1988;

Workshop on Alternatives to Substances that Deplete the Ozone Layer, 19–21 October 1988; Second Meeting of the Ad Hoc Working Group of Legal and Technical Experts for the Harmonization of Data on Production, Imports and Exports of Substances that Deplete the Ozone Layer, 24–26 October 1988; and the Meeting of Legal Experts on the Entry into Force of the Montreal Protocol, 27–28 October 1988, that the United Nations Environment Programme (UNEP), is arranging in The Hague, the Netherlands. With the present letter I wish to obtain your Government's acceptance of the following arrangements:

1. The participants in the meetings shall be invited by the Executive Director of the United Nations Environment Programme and shall include:

- a. States;
- b. Namibia, represented by the United Nations Council for Namibia;
- c. Organizations that have received standing invitations from UNEP to participate in the meetings in the capacity of observers, and national liberation movements;
- d. Specialized and related agencies of the United Nations;
- e. Other intergovernmental organizations;
- f. Non-governmental organizations;
- g. Officials of the UNEP Secretariat;
- h. Other persons invited by UNEP.

2. The Executive Director of UNEP shall designate the officials of UNEP and the United Nations assigned to attend the meetings for the purpose of servicing them.

3. The meetings shall be open to representatives of information media accredited by UNEP at its discretion after consultation with the Government.

4. The Government shall provide, for the duration of the meetings, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in Annex A¹⁾ hereto. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that UNEP considers adequate for the effective conduct of the meetings. The conference rooms shall be equipped for reciprocal simultaneous interpretation between four languages as well as facilities for press, and for sound recording from the floor. The premises shall remain at the disposal of UNEP 24 hours a day from 4 days prior to the meetings until a maximum of 4 days after their close.

¹⁾ De Bijlagen zijn niet afgedrukt.

5. The Government shall provide, if possible within the conference area, a bank, post office, telephone and telex facilities, as well as appropriate eating facilities, a travel agency and a first aid centre.

6. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the meeting and its communications by telex or telephone with UNEP Headquarters in Nairobi when such communications are authorized by or on behalf of the secretary of the meeting.

7. The Government shall bear the cost of transport and insurance charges, from any established United Nations office to the site of the meetings and return, of all United Nations equipment and supplies required for the adequate functioning of the meeting. UNEP shall determine the mode of shipment of such equipment and supplies.

8. In view of the fact that the meetings scheduled for the week beginning 17 October and the meetings scheduled for the week beginning 24 October are being held at different venues, the Government shall bear the cost of transporting between the two meeting venues, all equipment and supplies required for the adequate functioning of the meetings.

9. The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the meetings.

10. Medical facilities adequate for first aid in emergencies shall be provided by the Government within the conference area.

11. The Government shall provide transport between the local airport and the conference area and principal hotels for members of the UNEP secretariat servicing the meetings upon their arrival and departure.

12. The Government shall ensure the availability of transport for all participants and those attending the meetings between the local airport, the principal hotels and the conference area.

13. The Government shall provide an adequate number of cars with drivers for official use by the principal officers and the secretariat of the meetings, as well as such other local transportation as is required by the secretariat in connection with the meetings.

14. The Government shall furnish such police protection as may be required to ensure the effective functioning of the meetings in an atmosphere of security and tranquility free from interference of any kind. Whilst such police services shall be under the direct supervision and control of a senior officer provided by the Government, this

officer shall work in close co-operation with a designated senior official of UNEP.

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

16. The Government shall recruit and provide an adequate number of local support personnel necessary for the proper functioning of the meetings. The exact requirements in this respect are specified in Annex B hereto. Some of these persons shall be available at least 3 days before the opening of the meeting and until a maximum of 4 days after its close, as required by the United Nations. UNEP will provide the staff specified in Annex C hereto.

17. *Financial arrangements*

The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall contribute the sum of US\$100,000 towards offsetting the estimated costs of the four meetings as set out in Annex D to this Agreement, of which US\$6,500 will go towards the cost of inviting representatives from developing countries to attend the meetings.

Arrangements for the travel of United Nations officials required to plan for or service the meetings and for the shipment of any necessary equipment and supplies shall be made by the secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.

18. The Government shall, not later than 30 September 1988, deposit with UNEP the sum of US\$100,000, representing the estimated costs referred to in paragraph 17 above. This deposit should be paid wholly in United States dollars, to the credit of the UNEP Bank Account, Chemical Bank, United Nations Office, New York, NY 10017, USA, Trust Fund Account Nr. 015-002756.

19. The deposit required by paragraph 17 above, shall be used only to pay the obligations of UNEP in respect of the meetings.

20. After the meetings, UNEP shall give the Government a detailed set of accounts showing the actual costs incurred by UNEP and to be borne by the Government as set out in Annex D to this Agreement. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. UNEP, on the basis of this detailed set of accounts, shall refund to the Government, any funds unspent out of the deposit required by paragraph 17 above. The final accounts shall be subject to audit as provided in the Financial Regulations and

Rules of the United Nations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the Board of Auditors, whose determination shall be accepted as final by both the Government of the Netherlands and UNEP.

I wish to propose that the following terms shall apply to the meetings:

(a) The Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies are applicable in respect of the meetings;

(b) The Government shall impose no impediment to transit to and from the meetings of any persons whose presence at the meetings is authorized by the United Nations and shall grant any visas required for such persons promptly and without charge.

(c) It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:

- (i) Injury or damage to person or property in conference or office premises provided for the meetings;
- (ii) The transportation provided by your Government;
- (iii) The employment for the meetings of personnel provided or arranged by your Government

and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand. This part of the agreement is not applicable in case of wilful misconduct or gross negligence of the person or persons concerned;

(d) Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that this letter and your affirmative answer shall constitute an agreement between the United Nations Environment Programme and the Government of the Netherlands which shall enter into force on the date of your reply and shall remain in force for the duration of the meetings and for such additional period as necessary for its preparation and winding up.

Accept, Sir, the assurances of my highest consideration.

(sd.) WILLIAM H. MANSFIELD

for Mostafa K. Tolba
Executive Director
United Nations Environment Programme

Prof. Ir. W. C. Reij
Director-General for Environmental Protection
Directoraat-Generaal Milieubeheer
Postbus 450
2260 MB Leidschendam
Netherlands

Nr. II

Royal Netherlands
Embassy

Nairobi, 17 October 1988

No. 8077

Agreement between the Government of the Netherlands and the United Nations Environment Programme regarding the Scientific Review of the Depletion of the Ozone Layer, 17-18 October 1988; Workshop on Alternatives that Deplete the Ozone Layer, 19-21 October 1988; Second Meeting of the Ad Hoc Working Group of Legal and Technical Experts for the Harmonization of Data on Production, Imports and Exports of Substances that Deplete the Ozone Layer, 24-26 October 1988; and the Meeting of Legal Experts on the Entry into Force of the Montreal Protocol, 27-28 October 1988 to be convened in The Hague, the Netherlands

Dear Dr. Tolba,

I have the honour to acknowledge receipt of your letter dated 21 September 1988, the operative part of which reads as follows:

(Zoals in Nr. I)

I have the honour furthermore to confirm that your letter and my reply shall constitute an agreement between the United Nations Environment Programme and the Government of the Netherlands which shall enter into force¹⁾ for the duration of the meetings and for such additional period as is necessary for its preparation and winding up, the total duration of this agreement however not to exceed one year.

Yours sincerely,
(sd.) J. F. BODDENS HOSANG

J. F. Boddens Hosang
Netherlands Permanent Representative

UNEP
Dr. M. K. Tolba, Executive Director
P.O. Box 30552
Nairobi

¹⁾ Lees tussen "force" en "for": "on the date of this reply and shall remain in force".

D. PARLEMENT

De in de brieven vervatte overeenkomst behoeft ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel c, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van de in de brieven vervatte overeenkomst zijn ingevolge het in de laatste alinea's gestelde op 17 oktober 1988 in werking getreden.

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

J. GEGEVENS

Van het op 21 november 1947 te New York tot stand gekomen Verdrag nopens de voorrechten en immuniteiten van de gespecialiseerde organisaties, naar welk Verdrag in paragraaf 20, onder a, van de brieven wordt verwezen, zijn tekst en vertaling geplaatst in *Stb. J.* 67. Zie ook, laatstelijk, *Trb.* 1987, 194.

In paragraaf 20 van de brieven wordt onder d verwezen naar de Secretaris-Generaal van de Verenigde Naties. De Engelse en de Franse tekst, zoals gewijzigd, van het op 26 juni 1945 te San Francisco tot stand gekomen Handvest van die Organisatie zijn geplaatst in *Trb.* 1979, 37 en de vertaling in *Trb.* 1987, 113.

In paragraaf 20 wordt onder d ook verwezen naar de President van het Internationaal Gerechtshof. De Engelse en de Franse tekst van het op 26 juni 1945 te San Francisco tot stand gekomen Statuut van dat Hof zijn geplaatst in *Trb.* 1971, 55 en de vertaling in *Trb.* 1987, 114.

Het Milieuprogramma van de Verenigde Naties is ingesteld door de Algemene Vergadering op 15 december 1972 bij resolutie 2994 (XXVII).

Van het op 16 september 1987 te Montreal tot stand gekomen Protocol betreffende stoffen die de ozonlaag afbreken, naar welk Protocol o.a. in de titel boven de brieven wordt verwezen, zijn de Engelse en de Franse tekst, alsmede de vertaling in het Nederlands, geplaatst in *Trb.* 1988, 11.

Uitgegeven de zestiende december 1988.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK