

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1989 Nr. 75

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A. TITEL

*Memorandum van Overeenstemming tussen het Koninkrijk der  
Nederlanden en de Universiteit van de Verenigde Naties, met bijlage;  
's-Gravenhage, 11 mei 1989*

B. TEKST

**Memorandum of Agreement between the Kingdom of the Netherlands  
and the United Nations University**

The Government of the Kingdom of the Netherlands (hereinafter referred to as "the Government")  
and  
the United Nations University (hereinafter referred to as "the University")

Having regard to the Charter of the University;

Noting that the Council of the University decided at its 31st session held in Brasilia from 26 to 30 July 1988 to establish the United Nations University for New Technologies (also to be known as INTECH and hereinafter referred to as "the Institute") as a research and training centre of the University and to accept the offer of the Government to host the said Institute in Maastricht;

Having regard to the Statute of the Institute, under which the Institute enjoys full academic freedom,

Desiring to give effect to the establishment and location of the Institute in Maastricht;

Have reached this agreement concerning the voluntary contribu-

tion of the Government towards the realization of the purposes and activities of the Institute and the application of certain provisions in the Agreement between the Kingdom of the Netherlands and the United Nations University regarding the Institute (hereinafter referred to as "the Host Country Agreement") done at The Hague on 11 May 1989.

### *I. Location and legal status*

The Institute located at Maastricht, shall have within the territory of the Kingdom of the Netherlands (Kingdom in Europe) the legal status necessary for the fulfilment of its purposes and activities.

### *II. The contribution by the Netherlands*

a) The Government shall contribute Hfl 30 million (thirty million guilders) to the Endowment Fund of the United Nations University.

The contribution will be paid to and held in a special account in a Dutch bank located in the Netherlands. The contribution will be paid in 3 instalments as follows:

Hfl 20 million guilders in 1989

Hfl 5 million guilders in January 1990

Hfl 5 million guilders in January 1991

Income derived from the investment of the contribution shall be availed of for the financing of the Institute. In the event that the Institute ceases to operate in the Netherlands the total amount of 30 million guilders shall be returned to the Government or, by mutual agreement, be retained by the University for any purpose directly related to its activities.

b) The Government, through the Ministry of Education and Science, shall make available an annual contribution of one million guilders to cover operational costs. This contribution will be indexed every year, following the normal indexing procedures for the regular subsidies to universities and other institutions of higher education and research in the Netherlands. This contribution shall commence in the year the Host Country Agreement enters into force. This contribution shall continue to be paid as long as the Host Country Agreement remains in force.

c) The Government, through the Ministry of Education and Science, also confirms the eligibility of the Institute to apply for research and research-training funds in the Netherlands that are distributed in open competition.

### *III. Premises and facilities*

The appropriate authorities in Maastricht shall make available permanent premises for the use of the Institute.

As of the date of the establishment of the Institute until the date the permanent premises be made available the appropriate authorities in

Maastricht shall provide temporary premises, including fixtures and furnishings, free of charge.

The appropriate authorities in Maastricht shall carry out at their own expense, the major maintenance of the permanent premises as specified in the Annex attached to this Memorandum of Agreement. Provisions regarding such major maintenance will be drawn up and agreed upon by the Parties to this Memorandum of Agreement at the earliest possible date.

The appropriate authorities in Maastricht shall also facilitate the procurement of suitable housing for the personnel, fellows and trainees of the Institute in Maastricht.

#### IV. *Public services*

1. The Government, through the appropriate authorities in Maastricht, shall do their utmost to ensure that the premises shall be supplied with necessary public services, including electricity, water, sewerage, gas, post, telephone, telegraph, drainage, collection of refuse and fire protection and that such public services be supplied on reasonable terms. In case of interruption or threatened interruption of any such services, the Government shall take all reasonable steps to ensure that the Institute is not prejudiced.

#### V. *Privileges and immunities*

In the respect of Articles VIII and XIII of the Host Country Agreement the privileges granted respectively to the Institute and the Director are provided for the unimpeded functioning of the Institute and not for the personal benefit of the personnel and experts of the Institute.

In respect of the relevant provisions of the Host Country Agreement the Institute shall take appropriate action to insure in the Netherlands the motor vehicles of the Institute and shall also instruct and verify that its personnel and experts have taken a third party insurance both for their private motor vehicles and themselves, in accordance with the relevant procedures in the Netherlands.

In respect of the relevant provisions of the Host Country Agreement;

– the Director shall facilitate the proper administration of justice with regard to traffic accidents or offences in which a motor vehicle belonging to or operated on behalf of the Institute is involved;

– it is understood that motor vehicles belonging to the Institute shall only be driven by a member of the personnel of the Institute explicitly authorized by the Director.

In respect of Article XX of the Host Country Agreement, unless otherwise agreed, arbitration shall be conducted in accordance with the rules of the Netherlands Arbitration Institute.

#### VI. *Review*

a) An independent review with regard to the purposes and activities of the Institute, including its scientific results and long term financial viability, shall take place every five years from the date on which the Institute commences its official activities. The review shall take into account the findings of the Feasibility Study.

b) The organization and terms of reference will be decided by the United Nations University after appropriate consultations with the parties concerned.

#### VII. *Academic freedom*

The Institute shall enjoy the academic freedom required for the achievement of its purposes, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

#### VIII. *Entry into force*

Each Party shall notify the other of the completion of the formalities required on its part with a view to the entry into force of the present Memorandum of Agreement, which will take place thirty days after the date to the last notification.

DONE at The Hague, in duplicate, in the English language, on this 11th day of May 1989.

*For the Government of the Kingdom of the Netherlands*

(sd.) P. BUKMAN

*For the United Nations University*

(sd.) HEITOR G. DE SOUZA

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**Annex****Major Maintenance**

The following will be considered as major maintenance:

*Architectural maintenance*

- external paint work;
- roofing, gutters and rain-water disposal;
- cleaning of façade-construction;
- foundations;
- floor construction (excluding floor finishing);
- wall construction (excluding wall finishing);
- roof construction.

*Installation maintenance*

- central heating (kettle, pipes, radiators; excluding paint work);
  - electricity (central unit, wiring; excluding armatures);
  - sewerage (outside the building);
  - elevator (cabin, machine-room; excluding paint work).
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D. PARLEMENT

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

G. INWERKINGTREDING

De bepalingen van het Memorandum zullen ingevolge artikel VIII in werking treden dertig dagen na de laatste van beide kennisgevingen waarin de ene Partij de andere in kennis stelt van de voltooiing van de aan haar kant vereiste formaliteiten voor de inwerkingtreding.

J. GEGEVENS

Het besluit tot oprichting van de Universiteit van de Verenigde Naties (UNU) is vervat in resolutie 2951 (XXVII) van de Algemene Vergadering van de Verenigde Naties dd. 11 december 1972. Het Handvest van de UNU, naar welk Handvest wordt verwezen in de preambule tot het onderhavige Memorandum, is op 6 december 1973 aangenomen door de Algemene Vergadering bij resolutie 3081 (XXVIII).

Van de op 11 mei 1989 te 's-Gravenhage tot stand gekomen Overeenkomst tussen het Koninkrijk der Nederlanden en de Universiteit van de Verenigde Naties inzake het Instituut voor nieuwe technologieën van de Universiteit van de Verenigde Naties, naar welke Overeenkomst onder meer in de preambule tot het onderhavige Memorandum wordt verwezen, is de tekst geplaatst in *Trb.* 1989, 74.

Uitgegeven de *vijftiende* juni 1989.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK