

1 (1998) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1998 Nr. 24

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie voor het verbod van chemische wapens betreffende de opleiding van toekomstige inspecteurs en assistent-inspecteurs;
's-Gravenhage, 21 januari 1998*

B. TEKST

Agreement for the training courses for OPCW inspectors and inspection assistant candidates

The Parties:

The Kingdom of the Netherlands, hereinafter the “State Party”,

and

the Organisation for the Prohibition of Chemical Weapons, hereinafter the “OPCW”,

have entered into the following Agreement concerning the inspectorate training courses for OPCW inspectors and inspection assistant candidates (hereinafter the “trainees”) for Training Group B.

Article I

a) The aim of this Agreement is to provide the necessary framework for the training courses for inspectorate trainees and to define the respective obligations of the Parties to this Agreement.

b) All communication and notification between the Parties in relation to this Agreement shall be directed through the following designated points of contact:

For the State Party:
Netherlands delegation to the OPCW

For the OPCW:
Head, Training and Staff Development Branch
Administration Division
Technical Secretariat
OPCW

c) For the purposes of this Agreement, trainees designated by the OPCW and instructors provided by the OPCW or by the State Party for the training course are considered to be "experts" in accordance with the provision of Article 1, paragraph (n), of the Agreement between the Organisation for the Prohibition of Chemical Weapons (OPCW) and the Kingdom of the Netherlands concerning the Headquarters of the OPCW, signed in The Hague on 22 May 1997 (hereinafter referred to as the "Headquarters Agreement"). All other designated officials of the OPCW are considered "officials of the OPCW" in accordance with the provision of Article 1, paragraph (o), of the Headquarters Agreement.

d) For the purposes of this agreement, trainees designated by the OPCW shall enjoy the privileges and immunities specified in Article 19 of the Headquarters Agreement for the duration of their training.

Article II

The State Party undertakes to:

- a) provide the necessary and appropriate training facilities for in-processing activities and for Module A, Basic Training Course, at the Netherlands Defense College (NDC) (Ypenburg), from 7 January to 21 February 1998;
- b) accept for training for Module A 80 trainees;
- c) provide access to restaurant (weekday lunch and dinner) at NDC Ypenburg to trainees, instructors and designated officials of the OPCW;
- d) accept at the training facilities all designated officials of the OPCW and instructors specified on a list provided by the OPCW before the start of the training courses;
- e) provide the trainees and, as necessary, Module A instructors, with appropriate visas, and take all reasonable steps to ensure the issuance of visas to the said trainees and instructors in due time, after the OPCW has, in accordance with the provisions of Article II, paragraph (d) above, provided a provisional list of all trainees at least 30 days before the starting dates referred to in paragraph (a) of this Article and a list of instructors at least 30 days before their arrival date;
- f) facilitate the smooth entry into and exit from the State Party of the trainees for the purpose of this training;

- g) provide, for the duration of Module A, administrative support for 54 trainees, to be organised in conjunction with the support provided by the OPCW for the other trainees;
- h) provide all trainees, all designated officials of the OPCW and instructors referred to in paragraph (d) of this Article with a briefing on the national legislation and safety rules applicable to the training sites and facilities;
- i) provide all trainees, at the beginning of each training course, with a briefing and, as appropriate, with written information, on the customs and traditions of the State Party;
- j) provide free of charge all training facilities and all necessary instructors for classrooms (54 students) for Module A;
- and,
- k) contribute an amount not exceeding NLG 202,500 towards the cost of trainees accommodation for Module A.

Article III

The OPCW undertakes to:

- a) select the required number of trainees;
- b) conclude contractual obligations with each trainee on the basis of the standard Offer of Training, a blank copy of which is attached hereto;
- c) instruct all trainees, all designated officials of the OPCW and all instructors referred to in paragraph (d) of Article II to strictly observe the national legislation and safety rules applicable in the training sites and facilities;
- d) require all trainees to comply strictly with the Confidentiality Annex of the Chemical Weapons Convention and the OPCW Policy on Confidentiality;
- e) communicate to the State Party in writing, at least 30 days before the starting date(s) referred to in paragraph (a) of Article II, the names of all the trainees designated by the OPCW for participation in the training modules;
- f) insure, organise and finance all trainee travel related to the training course(s);
- g) reimburse through the Netherlands delegation to the OPCW, the cost for the Dutch instructors' participation for Module A corresponding to the number of trainees exceeding 54;
- h) organise trainees' timely arrival at the training facilities;
- i) arrange and pay for the trainees' departure from the territory of the State Party after completion of the course(s);
- j) arrange and pay for the return of trainees who leave the courses before they have concluded, to their normal place of residence as soon as possible;
- k) provide medical assistance to trainees while they are in The Hague and at the NDC/Ypenburg for in-processing activities and for Module A;

- l) provide personal medical insurance including evacuation for all trainees and other designated officials; and provide the State Party with a letter of introduction from the insurance company for use by the training facilities;
- m) provide the necessary certification that each candidate meets the medical standards set by the OPCW; provide, as necessary, trainees with a personal summary containing relevant medical and health information which may assist host country medical personnel should medical treatment be required. As this information is confidential, it shall be made available only in case of need;
- n) to the extent that there has been negligence on the part of any trainee or other designated official, provide third party liability insurance coverage for all trainees and other designated officials with regard to risks and damages related to training activities and to their stay within the territory of the State Party; and provide the State Party with a letter of introduction from the insurance company providing such third party liability insurance for use by the training facilities;
- o) draw up training schedules for Module A;
- p) contract instructors from other State Parties for Module A, other Blocks;
- q) provide as appropriate equipment to be used by trainees for training activities;
- r) conduct performance evaluation of trainees;
- s) organise the stay of designated officials of the OPCW and of instructors at the training facilities;
- t) serve as a contact point for families of trainees in the event of an emergency.

Article IV

Issues of liability of the OPCW shall be governed by Article 4 of the Headquarters Agreement.

Article V

- a) The OPCW shall not be held liable for any breach of confidentiality committed by trainees, designated officials of the OPCW or instructors as referred to in paragraph (d) of Article II.
- b) Any breach of confidentiality committed by trainees, designated officials of the OPCW or instructors as referred to in paragraph (d) of Article II shall be governed by article 24 of the Headquarters Agreement.

Article VI

Any dispute between the Parties shall be settled in accordance with the provisions of Article 26 of the Headquarters Agreement.

Article VII

This Agreement shall enter into force retroactively on 2 January 1998. Its duration shall not exceed a maximum of one year after its entry into force.

DONE at The Hague, in two copies in the English language, on 21 January 1998.

For the Kingdom of the Netherlands

(sd.) J. ZAADHOF

Mr. Jan Zaadhof
Permanent Representative to the OPCW

For the Organisation for the Prohibition of Chemical Weapons

(sd.) R. YEPES-ENRÍQUEZ

Mr. Rodrigo Yepes-Enríquez
Legal Adviser

D. PARLEMENT

Het Verdrag behoeft ingevolge artikel 7, onderdeel c, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het Verdrag zijn ingevolge artikel VII in werking getreden met terugwerkende kracht vanaf 2 januari 1998.

J. GEGEVENS

De Organisatie voor het Verbod van Chemische Wapens is ingesteld bij het op 13 januari 1993 te Parijs tot stand gekomen Verdrag tot verbod van de ontwikkeling, de produktie, de aanleg van voorraden en het gebruik van chemische wapens en inzake de vernietiging van deze wapens. Van dat Verdrag zijn de Engelse en de Franse tekst, alsmede de vertaling geplaatst in *Trb.* 1993, 162; zie ook *Trb.* 1997, 136.

Van het op 22 mei 1997 te 's-Gravenhage tot stand gekomen Verdrag tussen het Koninkrijk der Nederlanden en de Organisatie voor het Verbod van Chemische Wapens (OVCW) betreffende de zetel van de OVCW,

naar welk Verdrag wordt verwezen in artikel 1, onderdeel c, van het onderhavige Verdrag, zijn de Nederlandse, de Engelse en de Franse tekst afgedrukt in *Trb.* 1997, 114; zie ook *Trb.* 1997, 228.

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen heeft de Minister van Buitenlandse Zaken bepaald dat het Verdrag zal zijn bekendgemaakt in Nederland op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *zestiente februari 1998.*

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO