

33 (1998) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1998 Nr. 252

A. TITEL

*Inrichtingsakkoord tussen het Koninkrijk der Nederlanden en de
Organisatie voor het verbod van chemische wapens betreffende de
inspectie ter plaatse van de inrichting gevestigd in het Prins Maurits
Laboratorium van TNO, met Aanhangsels;
's-Gravenhage, 12 oktober 1998*

B. TEKST

**Facility Agreement between the Kingdom of the Netherlands and
the Organisation for the Prohibition of Chemical Weapons
regarding on-site inspections at the schedule 1 facility located at
the TNO Prins Maurits Laboratory**

The Kingdom of the Netherlands, hereinafter referred to as “the
inspected State Party”,

and

the Organisation for the Prohibition of Chemical Weapons, hereinafter
referred to as “the OPCW”, both constituting the Parties to this
Agreement,

have agreed on the following arrangements in relation to the conduct
of inspections pursuant to paragraph 3 of Article VI of the Convention
on the Prohibition of the Development, Production, Stockpiling and Use
of Chemical Weapons and on Their Destruction, hereinafter referred to
as “the Convention”, at the facility for protective purposes, located at
TNO Prins Maurits Laboratory, at Rijswijk, The Netherlands, the street
address being: Lange Kleiweg 137, 2288 GJ Rijswijk, declared under
paragraphs 7 and 8 of Article VI of the Convention, hereinafter referred
to as “the facility”.

Section 1.

General Provisions

1. The purpose of this Agreement is to facilitate the implementation of the provisions of the Convention, as well as the relevant provisions of OPCW Policies and Regulations, in relation to inspections conducted at the facility, pursuant to paragraph 3 of Article VI and to Part VI, paragraphs 10 and 28 to 32 of the Verification Annex, of the Convention, and in accordance with the respective obligations of the inspected State Party and the OPCW under the Convention.

2. Nothing in this Agreement shall be interpreted or applied in a way that contradicts the provisions of the Convention. In case of inconsistency between this Agreement and the Convention, the Convention shall prevail.

3. The Parties have agreed to apply for planning purposes the administrative factors for the conduct of inspections contained in Attachment 1 to this Agreement and to keep Attachment 1 as up-to-date as possible.

4. The inspection team shall consist of no more than 4 persons.

5. The language for communication between the inspection team and the inspected State Party during inspections shall be English.

Section 2.

Health and Safety

1. The specific arrangements for implementing the relevant provisions of the Convention and the OPCW Health and Safety Policy during inspections of the facility are contained in Attachment 2 to this Agreement. In performing inspection activities, the inspection team shall abide by paragraph 43 of Part II of the Verification Annex, which reads: "In carrying out their activities, inspectors and inspection assistants shall observe safety regulations established at the inspection site, including those for the protection of controlled environments within a facility and for personal safety".

2. All applicable health and safety regulations relevant to the conduct of the inspection at the facility shall be made available for use by the inspection team at the facility.

3. In the course of the pre-inspection briefing the inspection team shall in particular be briefed by the representatives of the facility on:

(a) the health and safety measures at the facility to be inspected and the likely risks that may be encountered during the inspection, in particular:

(i) all specific health and safety measures related to the presence at

the facility of Schedule 1 chemical(s) and of any other toxic chemical(s), and related to the activities carried out there with these chemicals;

- (ii) specific inspection activities that must be limited within particular areas at the facility for reasons of safety;
 - (iii) procedures to be followed for contamination avoidance as well as for decontamination;
 - (iv) procedures to be followed in case of an accident or in case of other emergencies, including a briefing on emergency signals, routes and exits as well as on the location of emergency meeting points and of medical facilities;
 - (v) occupational safety monitoring procedures implemented at the facility and the current status of the facility in this respect;
- (b) any additional (local) health and safety measures or regulations that need to be observed during the inspection.

4. Upon request, the inspection team shall certify the receipt of any such information referred to in paragraph 3 above which has been provided in written form. If requested by the inspection team, detailed reasons for measures related to paragraph 3, subparagraph (a)(ii) of this Section shall be provided, as well as, in case of limitations, alternatives for the fulfilment of the verification requirements.

5. In the case of emergency situations or accidents involving inspection team members while they are at the facility, the inspection team shall comply with the facility emergency procedures and the inspected State Party shall, if medical assistance is requested, to the extent possible provide medical and other assistance in a timely and effective manner and with due regard to the rules of medical ethics. Information on medical services and facilities to be used for this purpose is contained in paragraph (f) of Attachment 10 to this Agreement. If the OPCW undertakes other measures for medical support in regard to inspection team members involved in emergency situations or accidents, the inspected State Party shall render assistance to such measures.

6. The inspected State Party shall provide available data based on detection and monitoring, to an agreed extent necessary, to satisfy concerns that may exist regarding the health and safety of the inspection team. The inspection team shall be immediately informed of any hazards to the health and safety of the members of the inspection team if such hazards are present. Notwithstanding other provisions of this Section, inspectors shall have the right to request at any time environmental samples to be taken at the facility and analysed for the purposes of personal health and safety of the members of the inspection team. Agreed conditions and procedures for on-site sampling and analysis are contained in Part C of Attachment 2 to this Agreement.

Section 3.

Confidentiality

The specific arrangements for implementing the relevant provisions of the Convention and the OPCW Policy on Confidentiality in relation to the protection of confidential information at the facility are contained in Attachment 3 to this Agreement.

Section 4.

Media and Public Affairs

The specific arrangements in accordance with the OPCW Media and Public Affairs Policy for the inspections team's contacts, if any, with the media or the public concerning inspections of the facility are contained in Attachment 4 to this Agreement.

Section 5.

Inspection Equipment

1. As agreed between the inspected State Party and the OPCW, the approved inspection equipment listed in Part A of Attachment 5 to this Agreement will, at the discretion of the OPCW and on a routine basis, be brought onto the site. It shall be used in accordance with the Convention, as well as with applicable regulations established by the OPCW and any agreed procedures contained in that Attachment to this Agreement.

2. The provisions of paragraph 1 of this section are without prejudice to paragraph 27 of Part II of the Verification Annex, which stipulates the right of the Technical Secretariat to select and, without prejudice to the right of the inspected State Party, to bring into the inspected facility any item from the list of approved inspection equipment which it determines to be necessary to fulfil the inspection requirements. The relevant provisions of the Convention shall apply with regard to any use of such equipment.

3. The equipment available on-site, and not belonging to the OPCW, which the inspected State Party has volunteered to provide to the inspection team upon its request for use on-site during the conduct of inspections is listed in Part B of Attachment 5 to this Agreement. Any procedures for the use of such equipment, any support which can be provided, and any conditions for the provision of equipment, are contained in that Attachment to this Agreement. The inspected State Party shall keep Part B of Attachment 5 to this Agreement as up-to-date as possible. Prior to any use of such equipment, the inspection team may verify that the per-

formance characteristics of such equipment are consistent with those for similar OPCW approved equipment, or with the characteristics of items of equipment which are not on the list of OPCW approved equipment, but which are consistent with the purpose for which such equipment is intended to be used.

4. Requests from the inspection team for the inspected State Party, during the inspection, to provide any equipment mentioned in paragraph 3 of this Section, shall be made in writing by an authorised member of the inspection team using the form contained in Attachment 5 to this Agreement. The same procedure shall also apply to other requests made by the inspection team in accordance with paragraph 30 of Part II of the Verification Annex.

5. The specific location(s) of secure storage area(s), working areas and supporting infrastructure, that the inspected State Party has agreed to provide for the inspection team's equipment and supplies during the entire period of the inspection are contained in Part E of Attachment 5 to this Agreement.

6. Agreed procedures for the decontamination of any such equipment are contained in Part C of Attachment 5 to this Agreement.

7. The list of agreed on-site monitoring instruments, systems and seals, if any, as well as the lists of agreed conditions, procedures for use, maintenance, repair, modification, and replacement, of provisions for the support, if required, of the inspected State Party, and of installation points and security measures to prevent tampering with such on-site monitoring instruments, are contained in Part D of Attachment 5 to this Agreement.

Section 6.

Pre-Inspection Activities

Upon arrival at the facility and before commencing inspection activity, the inspection team shall, in accordance with paragraph 37 of Part II of the Verification Annex, be briefed by the facility representatives. This briefing shall include the following:

(a) any changes or amplifications to the information declared by the inspected State Party in relation to the facility or contained in this Agreement;

(b) the topics of information for the pre-inspection briefing contained in Part A of Attachment 6 to this Agreement;

(c) any information about the facility that the inspected State Party has volunteered to provide to the inspection team during the pre-inspection briefing, together with indications of which information may be transferred off-site in accordance with Part B of Attachment 6 to this Agreement.

Section 7.

Conduct of the Inspection

1. The inspection team leader shall inform the representative of the inspected State Party during the inspection of each subsequent step to be taken by the inspection team in implementing the inspection plan. This shall be done in time to allow the inspected State Party to arrange for the necessary measures to be taken to provide access and support to the inspection team as appropriate, without unnecessarily delaying the conduct of inspection activities.

2. Without prejudice to paragraph 47 of Part II of the Verification Annex, the list of the agreed documentation and records to be routinely made available for inspection purposes to the inspection team by the inspected State Party during an inspection, as well as the list of any arrangements with regard to access to such records for the purpose of protecting confidential information, is contained in Attachment 7 to this Agreement.

3. Procedures for sampling and analysis for verification purposes are contained in Attachment 8 to this Agreement.

4. The inspectors may employ, as appropriate, agreed markers or other inventory control devices to facilitate the verification at the facility of inventories of equipment and of chemicals. Agreed markers or other inventory control devices are contained in Part A of Attachment 5 to this Agreement, and inventory control procedures, including procedures for the use of inventory control devices, are contained in Attachment 9 to this Agreement.

Section 8.

Visits

1. This section applies to visits conducted pursuant to paragraphs 15 and 16 of Part III of the Verification Annex.

2. The size of a team on such a visit shall be limited to the number of personnel required to perform the specific tasks for which the visit is being conducted and shall in any case not exceed the inspection team size referenced in paragraph 4 of Section 1 of this Agreement.

3. The duration of the visit pursuant to this section shall be limited to the minimum time required to perform the specific tasks for which the visit is being conducted. Access provided during the visit shall, unless otherwise agreed to by the inspected State Party, be limited to that required to perform the specific tasks for which the visit is being conducted.

4. The administrative arrangements for a visit shall be the same as for the conduct of an inspection.

Section 9.

Debriefing and Preliminary Findings

At the conclusion of the debriefing, which shall be conducted, in accordance with paragraph 60 of Part II of the Verification Annex, upon the completion of the inspection, the inspected State Party may provide the inspection team with written comments on any issue related to the conduct of the inspection.

Section 10.

Administrative Arrangements

1. The inspected State Party shall provide for, or shall arrange for the provision to the inspection team of, the amenities listed in detail in Attachment 10 to this Agreement for the entire duration of the inspection, and in a timely manner. The inspected State Party shall be reimbursed by the OPCW for any costs arising from the provision of such amenities which have been incurred by the inspection team.

2. Requests from the inspection team for the inspected State Party to provide or arrange amenities shall be made in writing by the authorised member of the inspection team using the form contained in Attachment 10 to this Agreement. The name of the authorised member of the inspection team should be communicated to the inspected State Party no later than at the point of entry. Such requests should normally be made as soon as the need for amenities has been identified. The provision of such requested amenities shall be certified in writing by the authorised member of the inspection team. Copies of all such certified requests shall be kept by both Parties.

3. The inspection team has the right to refuse amenities that, in its view, are not needed for the conduct of the inspection, and which carry with them the inspected State Party's expectation of reimbursement.

Section 11.

Liabilities

Any claim by the inspected State Party against the OPCW or by the OPCW against the inspected State Party in respect of any alleged damage or injury caused by intent or gross negligence, resulting from inspections at the facility in accordance with this Agreement, shall be without prejudice to paragraph 22 of the Confidentiality Annex, and shall be settled in accordance with international law and, as appropriate, with the provisions of Article XIV of the Convention.

Section 12.

Status of Attachments

The Attachments form an integral part of this Agreement. Any reference to this Agreement shall include its Attachments.

Section 13.

Amendments, Modifications and Updates

1. Amendments to this Agreement may be proposed by either Party and shall be agreed to and shall enter into force under the same conditions as provided for under Section 16 of this Agreement.

2. Modifications to the Attachments to this Agreement, with the exception of Attachment 1 and Part B of Attachment 5, may be agreed upon in writing at any time between the representative of the OPCW and the representative of the inspected State Party, provided that both are specifically authorised to do so. Each Party to this Agreement may revoke its consent to a modification not later than four weeks after the modification has been agreed upon. After this time period has elapsed, the modification shall be deemed to meet the requirements of Section 16 of this Agreement.

3. Updates to Part A of Attachment 1 and Part B of Attachment 5 to this Agreement shall be made by the inspected State Party. Updates to Part B of Attachment 1 to this Agreement shall be made by the OPCW.

Section 14.

Settlement of Disputes

Any dispute between the Parties that may arise out of the interpretation or application of this Agreement shall be settled in accordance with Article XIV of the Convention.

Section 15.

Privileges and Immunities

Nothing in this Agreement shall be understood as a waiver of the privileges and immunities granted to the OPCW and its officials by the inspected State Party.

Section 16.

Entry into Force

This Agreement shall enter into force upon signature, subject to approval by the Executive Council, on the date on which the OPCW and the inspected State Party have exchanged written notifications that their internal requirements for entry into force have been met.

Section 17.

Duration and Termination

This Agreement shall cease to be in force when, as determined by the Executive Council, the relevant provisions of Article VI of the Convention and Part VI of the Verification Annex no longer apply to this facility.

DONE at The Hague in duplicate on 12 October 1998, in the English language.

For the Kingdom of the Netherlands

(sd.) M. E. C. GEVERS
M.E.C. Gevers
Ambassador, Permanent
Representative to the OPCW

For the OPCW

(sd.) J. M. BUSTANI
José M. Bustani
Director-General

Attachments

Attachment 1	Administrative Factors for the Conduct of Inspections
Attachment 2	Health and Safety Requirements and Procedures
Attachment 3	Specific Arrangements in Relation to the Protection of Confidential Information at the Facility
Attachment 4	Arrangements for the Inspection Team's Contacts with the Media or the Public
Attachment 5	Inspection Equipment
Attachment 6	Information on the Facility Provided in Accordance with Section 6
Attachment 7	Records Routinely Made Available to the Inspection Team at the Facility
Attachment 8	Sampling and Analysis for Verification Purposes
Attachment 9	Inventory Control Procedures for the Use of Inventory Control Devices
Attachment 10	Administrative Arrangements

Attachment 1.*Administrative Factors for the Conduct of Inspections***Part A.**

To be provided and updated by the inspected State Party:

- (a) Facility working hours: 9.00 hrs. to 16.00 hrs. (local time),
- (b) working days: Monday to Friday inclusive,
- (c) holidays or other non-working days: January 1, April 30, May 5, December 5, 25, 26, 31, Friday before Easter, Day after Easter, Ascension Day, Day after Ascension Day, and Day after Pentecost,
- (d) the following inspection activities could not be supported during non-working hours:

Access to the facility for the handling of highly toxic chemicals, assistance by site personnel for the use of analytical equipment and equivalent at site, any handling of highly toxic chemicals.

Part B.

To be provided and updated by the OPCW:

- (a) Estimated period of inspection (for planning purposes):
72 hours,
- (b) The inspection team shall consist of no more than 4 persons,
- (c) Number of sub-teams to be accommodated: no more than 2,
- (d) Estimated volume and weight of equipment to be brought on-site:
up to 150 kg, 1 m³.

Attachment 2.*Health and Safety Requirements and Procedures*

A. Negotiated agreements accommodating differences between the health and safety regulations and requirements of the OPCW and those in force at the facility:

No differences

B. Agreed cases where the health and safety regulations and requirements at the facility are more stringent than those stipulated by the OPCW Health and Safety Policy:

None

C. Agreed conditions and procedures for on-site sampling and analysis for the purposes of personal safety of the inspection team:

- . IT shall always be escorted by at least two designated employees of TNO-PML.

- . The medical doctor of TNO-PML shall be present at TNO-PML throughout the period that the IT has access to the facility.

- . The ISP shall advise in a timely manner the IT on the proper protective measures, such as wearing of lab coats, gloves, glasses.

- . Gas masks are available at the Toxlab for use by the IT. A mask fit test shall be conducted prior to use. The IT may use their own personal protective mask. The filter canister of the mask will be retained at the site after use. Alternatively, site personnel will provide the IT with appropriate filter canisters for their masks. All other personal protective equipment will preferably be provided by the site. In case the IT uses its own personal protective equipment, the ISP has the right to retain wholly or partly that equipment of the inspection, if deemed necessary, in accordance with paragraph 5.5.1 (c) of the OPCW Health and Safety Policy.

- . ISP personnel shall take samples under observation of IT personnel.

- . The site can provide properly trained personnel to operate appropriate detection instruments when requested by the IT. A chemical agent monitor will be available during on-site sampling and analysis.

D. Provisions governing the use of the occupational health and safety equipment of the OPCW, if the use of such equipment is requested by the inspected State Party and agreed to by the OPCW:

None at this stage

E. Specific medical requirements necessary to comply with the health and safety regulations at the facility:

The medical doctor of TNO-PML shall be present at TNO-PML during any inspection activities being conducted in potentially hazardous areas. The IT shall provide the following records: 1. medical summary, 2. Certificate of fitness for use of IPE, 3. Medical records in a sealed envelope (for use by medical doctor only).

F. Any necessary co-ordinated action(s) required for the provision of medical assistance to inspectors in case of accidents and emergency situations, and administrative arrangements for the division of responsibility:

. All actions taken in the event of an accident or an emergency situation will be according to site regulations, which have been provided to the OPCW and are available from the Health and Safety Branch of the OPCW for inspection planning and pre-inspection briefing purposes. The IT shall fully comply with these regulations and follow the instructions given by the site representative. For accidents and emergency situations involving highly toxic chemicals TNO-PML and the local emergency rescue services have established routines for actions. The IT will be briefed on these routines during each pre-inspection briefing.

. Trained and properly equipped site personnel including a specialised medical doctor for evacuating persons from the premises for highly toxic chemicals in case of accidents or emergency situations are available during working hours. A room equipped with first-aid medical apparatus is part of the TNO-PML premises. Autoinjectors and decontamination powder are available.

. Qualified medical treatment is available at the Leyenburg Hospital, The Hague.

Attachment 3.

Specific Arrangements in Relation to the Protection of Confidential Information at the Facility

A. The ISP will provide a container to be placed under joint seal to maintain documents that the IT or the site representative decides to be kept as reference for future inspections.

B. Documents provided to the IT will be classified in three categories:

Documents or parts of documents to be taken off-site. These will consist of copies of documents relevant to the finalisation of the inspection

report by the IT. These documents will be signed by a representative of the National Authority. The marking of the documents will clearly state the right to take the documents off-site and giving the level of protection according to the OPCW policy on confidentiality (R/P/H).

Documents or parts of documents containing confidential information that the IT is allowed to use at the site but not to take off-site. The documents will be signed by a representative of the National Authority. If so requested by the IT, copies of the documents can be placed in the joint sealed container.

Documents or parts of documents that the IT is allowed to use only under direct supervision of a representative of the National Authority or a designated site representative. Copies of these documents can be placed in the jointly sealed container.

C. Copies of documents made available to the IT partly containing sensitive information not relevant to the purpose of the inspection can be taken off-site, if required, provided that such not relevant parts have been deleted by the ISP.

D. If the IT would request the sampling and analysis of chemicals identified by the ISP as non-scheduled compounds, stored within or outside the inspected facility, the representative of the National Authority will request that the IT uses their own blinded analytical equipment as contained in the list of approved inspection equipment.

E. Any copying of documents or sending of fax messages will be done by a designated site representative in the presence of a member of the IT.

F. Items to be photographed shall be selected in agreement with the ISP.

Attachment 4.

Arrangements for the Inspection Team's Contacts with the Media or the Public

The OPCW Media and Public Relations Policy applies. However, all contact with the media and the public relating to the inspection is to be handled by the National Authority.

Attachment 5.*Inspection Equipment***Part A.**

Equipment referred to in paragraph 1 of Section 5 of this Agreement

Item of approved inspection equipment	Agreed procedures for use		
	Restriction(s) (specify nature, location, time periods, etc.)	Reason(s) (safety, confidentiality, etc.)	Alternative(s) for meeting inspection requirement(s)
To be selected from the list of approved inspection equipment.	Only equipment that is strictly needed, as determined by the inspection team, to execute the inspection mandate in the building for the handling of highly toxic compounds, are allowed to be brought into Building 91.	General safety rule	

Part B.

Equipment referred to in paragraph 3 of Section 5 of this Agreement

Item of equipment	Procedures for use	Support to be provided, if required	Conditions (timing, costs, if any)
NMR	via TNO-PML operator	via TNO-PML operator	no costs involved if the analysis time does not exceed one working day

Item of equipment	Procedures for use	Support to be provided, if required	Conditions (timing, costs, if any)
GC-MS	via TNO-PML operator	via TNO-PML operator	
LC-MS	via TNO-PML operator	via TNO-PML operator	

Part C.

Procedures for the decontamination of equipment referred to in paragraph 6 of Section 5 of this Agreement:

According to TNO-PML standard procedures. If OPCW equipment is used, decontamination procedures shall comply with OPCW standards as a minimum as long as these meet the requirements of the ISP.

Part D.

Agreed on-site monitoring instruments referred to in paragraph 7 of Section 5 of this Agreement:

None

Part E.

Agreed Locations, Areas and Infrastructure for Equipment referred to in paragraph 5 of Section 5 of this Agreement:

Storage space: in rooms 486, 471 or 560 in building 137.

Request for and certification of equipment available on site to be provided in accordance with paragraph 4 of section 5

Date:

Facility:

Inspection number:

Type and number of item(s) of equipment requested:

Approval of the request by inspected State Party:

Comments on the request by the inspected State Party:

.....
.....
.....

Indication of the costs, if any, for the use of the equipment requested/
volunteered:

.....
.....

Certification of the authorised member of the inspection team that the
requested item(s) of equipment have been provided:

Comments, if any, by the authorised member of the inspection team in
regard to the equipment provided:

.....
.....
.....

Name and signature of the authorised member of the inspection team:

.....

Name and signature of the representative of the inspected State Party:

.....

Attachment 6.

Information on the Facility Provided in Accordance with Section 6

Part A.

Topics of information for the pre-inspection briefing:

(a) Specification of the elements constituting the declared facility,
including their physical location(s), with indications as to which infor-
mation may be transferred off-site:

- Geographic outline of the facility.
- Boundary definition of the facility.
- Health and safety regulations, procedures and facilities.
- Security regulations.
- Schedule 1 chemicals storage location and registration procedures.
- Site tour of the facility for handling of highly toxic chemicals.

(b) Other:

Description of non-declared areas and activities involving Schedule 1

chemicals in building 91 and associated laboratories and test rooms in building 137.

Names and function of personnel of TNO-PML and the National Authority involved in the inspection.

Number of personnel involved in the synthesis of Schedule 1 chemicals.

Part B.

Any information about the facility that the inspected State Party volunteers to provide to the inspection team during the pre-inspection briefing with indications as to which information may be transferred off-site:

To be determined on a case by case basis.

Attachment 7.

Records Routinely Made Available to the Inspection Team at the Facility

Specific Schedule 1 compounds and detailed inventories.

Training programme of personnel involved in Schedule 1 activities.

Records of incidents related to Schedule 1 chemicals without names of personnel involved.

Logbook of the use of keys for storage facilities of Schedule 1 chemicals.

Records of the distribution of Schedule 1 chemicals.

Records of authorisation for experiments with Schedule 1 chemicals.

Quarterly records by stock controller regarding use of Schedule 1 chemicals.

Annual compilation of quarterly records of the use of Schedule 1 chemicals.

The sections of laboratory logbooks related to synthesis of Schedule 1 chemicals. Upon request, sections of laboratory logbooks related to the analysis of Schedule 1 chemicals.

Attachment 8.

Sampling and Analysis for Verification Purposes

Part A.

Agreed sampling points chosen with due consideration to existing sampling points used by the facility operator(s);

Chemicals may be sampled on request.

When the total stored amount of the chemicals is small, care should be taken not to consume or destroy the original stock.

Part B.

Procedures for taking samples:

All sampling and, when applicable, dilution of samples will be conducted by site personnel under the supervision of the IT.

Part C.

Procedures for sample handling and sample splitting:

Sample handling and splitting will be carried out by the facility personnel under the supervision of the IT, following relevant OPCW recommended operating procedures.

Part D.

Procedures for sample analysis:

Upon request and subject to agreement, samples can be analysed by the inspected State Party under the supervision of the inspectors, or the samples can be analysed by the inspectors using their own equipment under the supervision of a representative of the National Escort Group. This does not prejudice the right of inspection team to take the samples for analysis off-site.

Part E.

Arrangements in regard to the payment of costs associated with the disposal or removal by the inspected State Party of hazardous waste generated during sampling and on-site analysis during the inspection:

Removal of liquid waste up to one litre and/or solid waste up to one kilogram will be without cost to the IT.

Attachment 9.*Inventory Control Procedures for the Use of Inventory Control Devices*

The inspection team and the inspected State Party have agreed that tags and/or seals could be applied to the following items of equipment:

Not applicable

Attachment 10.*Administrative Arrangements***Part A.**

The amenities detailed in subparagraphs (a)–(h) below will be provided by the inspected State Party, subject to payment as indicated in Part B below:

- (a) local communication:
Local communication by means of telephone and telefax; for restrictions see Attachment 3;
- (b) 1 vehicle of 4 passenger type, with driver, for transport on-site and between the site and living quarters;
- (c) Working space, including storage space, at the site consisting of a small conference room. In case the IT wants to perform analytical activities a fume hood and laboratory table will be provided (working area: a laboratory in building 91 with supporting infrastructure (gas, water, etc.));
- (d) Lodging at a nearby hotel and consisting of single-room type accommodation;
- (e) Meals (lunch) at TNO-PML;
- (f) Medical care, as necessary, at TNO-PML or Leyenburg Hospital, The Hague;
- (g) Interpretation services:
- (i) number of interpreters: none
- (ii) estimated interpretation time (working hours): not applicable
- (iii) languages: English
- (h) other: none

Part B.

Distribution of costs for provision of amenities by the inspected State Party (tick one option for each amenity provided as appropriate)

Subparagraphs (a)–(h) in Part A above	To be paid for by the inspected State Party	To be paid for by the IT on behalf of the OPCW during in-country period	To be paid for by the inspected State Party and reimbursed by the OPCW
(a)	<input checked="" type="checkbox"/>		
(b)			<input checked="" type="checkbox"/>
(c)			<input checked="" type="checkbox"/>
(d)		<input checked="" type="checkbox"/>	
(e)			<input checked="" type="checkbox"/>
(f)			<input checked="" type="checkbox"/>

Subparagraphs (a)–(h) in Part A above	To be paid for by the inspected State Party	To be paid for by the IT on behalf of the OPCW during in-country period	To be paid for by the inspected State Party and reimbursed by the OPCW
(g)			
(h)			

Request for amenities to be provided or arranged

Date:

Facility:

Inspection number:

Category of amenities requested:

Description of amenities requested:

Approval of the request by inspected State Party:

Comments on the request by the inspected State Party:

Certification of the authorised member of the inspection team that the requested amenities have been provided

Comments by the authorised member of the inspection team in regard to the quality of the amenities provided

.....

Name and signature of the authorised member of the inspection team:

.....

Name and signature of the representative of the inspected State Party:

.....

D. PARLEMENT

Het Akkoord behoeft ingevolge artikel 7, onderdeel b, van de Rijks-wet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het Akkoord en de Aanhangsels zullen ingevolge artikel 16, juncto, artikel 12, van het Akkoord in werking treden op de datum waarop de Partijen bij het Akkoord schriftelijke kennisgevingen dat aan de interne vereisten voor de inwerkingtreding is voldaan, hebben uitgewisseld.

J. GEGEVENS

De Organisatie voor het verbod van chemische wapens is opgericht bij een op 13 januari 1993 te Parijs tot stand gekomen Verdrag, waarvan de Engelse en de Franse tekst, alsmede de vertaling, zijn geplaatst in *Trb.* 1993, 162; zie ook *Trb.* 1997, 136.

Uitgegeven de *elfde* november 1998.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN