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TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1998 Nr. 69

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Volksrepubliek China inzake bosbescherming en gemeenschaps-
ontwikkeling in de provincie Yunnan;
Peking, 15 januari 1998*

B. TEKST

**Agreement between the Government of the Kingdom of The
Netherlands and the Government of the People's Republic of
China**

The Government of the Kingdom of The Netherlands and the Government of the People's Republic of China

Have entered into the following agreement:

Article I

1. The two Governments shall jointly execute a project to be known as "Forest conservation and community development project in Yunnan Province" (DGIS activity number CN007001).

2. The *long-term objective* of the project is to conserve the sub-tropical and tropical forest and biodiversity resources in Yunnan Province, with special reference to the Prefectures of Simao and Baoshan, and the Autonomous Prefectures of Nujiang and Dehong.

The overall *immediate objectives* of the project are:

- (i) to strengthen the institutional capacity of the Yunnan Department of Forestry to manage its forest resources and biodiversity, in particular the nature reserves and neighbouring state and collective forests, in an innovative and sustainable manner;
- (ii) to identify and establish natural corridors with an aim to develop protected area networks;
- (iii) to improve and strengthen the training capacity of the Yunnan

Department of Forestry; to implement training programmes;

(iv) to raise public awareness and to secure public community support for the conservation of forest resources and biodiversity, in particular nature reserves and neighbouring state and collective forests, through the active participation of the people living inside and around the target areas in the sustainable management of their livelihood resources.

3. The project is planned to last at least five years, with effect from the date of signature.

4. The value of the Netherlands contribution is estimated at NLG. 28,765,856 in total.

5. The Chinese contribution will cover:

- expenditures on existing and additional local staff (national personnel and consultants; including allowances);
- expenditures on renovation of and newly planned buildings and offices (with the exception of refurbishing existing project management offices);
- road construction;
- operational costs (with the exception of office supplies as specified under the budget categories of donor funding); and
- running costs of vehicles, motor cycles, boats, pumps.

Article II

Both Governments have established by common consent a Project Document (dated February 1997) indicating in detail the contribution of either Party, the number of Netherlands personnel and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

Article III

The Government of the People's Republic of China shall take any measures to enable the Netherlands personnel to execute their responsibilities in order to ensure a smooth execution of the project. The Government of the People's Republic of China shall:

1. grant the Netherlands personnel, their spouses and dependents, the prompt issuance free of charge of necessary visas, licences or permits;
2. grant the Netherlands personnel access to the site of work and all necessary rights of way;
3. grant the Netherlands personnel free movement, whether within or to or from the country;

4. grant the Netherlands personnel, their spouses and their dependents repatriation facilities in time of national and international crises;
5. grant the Netherlands personnel, their spouses and dependents exemption from national service obligations;
6. exempt the Netherlands personnel from taxes, duties or fees on:
 - a) the salaries, emoluments or wages in connection with this Agreement paid by the Netherlands Government;
 - b) any property, for their personal use (including one motor vehicle) imported or exported from the People's Republic of China;
7. grant the Netherlands personnel immunity from legal action in respect of words spoken or written and in respect of all acts performed by them, on the understanding that immunity shall apply only insofar as those words and acts do relate to the discharging of their official duty.

Article IV

Privileges and immunities are not granted to the Netherlands personnel for the personal benefit of the individuals themselves. The Netherlands Government shall waive the immunity in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to its interests.

Article V

1. The Government of the People's Republic of China shall indemnify and hold harmless the Netherlands Government and the personnel supplied by the Netherlands against any liability, arising from any act or omission made in the course of the performance of the duties of the Netherlands personnel and causing the death or physical injury to a third party or damage to the property of a third party, unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the experts.

2. If the Government of the People's Republic of China has to deal with any claim in accordance with the preceding paragraph the Government of the People's Republic of China will be entitled to exercise all rights to which the Netherlands or the Netherlands personnel are entitled.

Article VI

1. The Government of the People's Republic of China shall exempt from all import and export duties, the equipment (including motor-vehicles) and other supplies provided by the Netherlands Government in connection with the project.
2. The ownership of all equipment and materials supplied by the Netherlands Government will be transferred to the Yunnan Department of Forestry at the end of the project, unless both Governments otherwise agree.

Article VII

1. This Agreement will enter into force for the period of one year on the day of its signature.

2. Unless this Agreement is denounced 30 days before the end of the year it is deemed to be prolonged indefinitely.

3. In case this Agreement is prolonged indefinitely the Agreement will end on the date on which the project has been completed.

4. After termination of the Agreement in conformity with the paragraphs 2 and 3 of this Article the provisions of the Agreement will be applied for a further period of six months maximum, with a view to the administrative completion of the project.

5. With respect to the Kingdom of the Netherlands, this Agreement shall apply to the territory in Europe only.

DONE in duplicate at Beijing on 15 January 1998 in the English language.

For the Government of the Kingdom of the Netherlands,

(sd.) A. OOSTRA

H.E. Mr. A. Oostra
Ambassador Extraordinary
and Plenipotentiary

For the Government of the People's Republic of China,

(sd.) L. YONGTU

H.E. Mr. Long Yongtu
Vice Minister of Foreign Trade
and Economic Cooperation

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 7, onderdeel c, van de rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal, alvorens het Koninkrijk aan de Overeenkomst kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zijn ingevolge artikel VII, eerste lid, op 15 januari 1998 in werking getreden.

Uitgegeven de *dertiende* maart 1998.

De Minister van Buitenlandse Zaken a.i.,

W. KOK