

1 (2005) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2005 Nr. 41

A. TITEL

*Notawisseling houdende een verdrag tussen het Koninkrijk der
Nederlanden en Belize betreffende de status van Nederlands militair-
en burgerpersoneel ten behoeve van training;
Mexico City, 21 januari 2005*

B. TEKST

Nr. I

Ambassade van het Koninkrijk der Nederlanden

Mexico City, 27th of August of 2004

MEX/bvz-36/04

The Royal Netherlands Embassy in Mexico City presents its compliments to the Ministry of Foreign Affairs, Defence and National Emergency Management of Belize and has the honour to propose an agreement between the Kingdom of the Netherlands and Belize (hereinafter referred to as “the Contracting Parties”) regarding the status of military and civilian personnel of the Ministry of Defence of the Kingdom of the Netherlands who will be present in the territory of Belize while undergoing training with the Armed Forces of the United Kingdom on the International Jungle Patrol Course 2004 on the following terms:

Article I

Definitions

For the purpose of this Agreement and its implementation:

1. The term “Personnel” means: the military and civilian personnel of the Ministries of Defence.
2. The term “Military personnel” means: the military personnel of the Ministry of Defence of the sending State, including foreign military

personnel forming an integral part of military units of the sending State on the basis of an exchange programme.

3. The term “Civilian personnel” means the civilian personnel employed by the Ministry of Defence of the sending State accompanying the Military personnel in Belize.

Article II

Entry and exit requirements

1. The Personnel of the sending State shall have the right to enter into, stay and depart from the territory of the receiving State. The Personnel of the sending State shall have the same freedom of movement as is accorded to nationals of the receiving State.

2. The authorities of the receiving State shall allow the Military personnel unimpeded entry into and exit from the territory of the receiving State with a personal identity card and a collective or individual travel order. The Military personnel shall be exempt from passport and visa regulations, immigration inspection, entry and exit fees, duties or any other entry or exit requirements.

Article III

Discipline and jurisdiction

1. The Personnel of the sending State shall respect the law of the receiving State and shall abstain from any activity inconsistent with the spirit of this Agreement and, in particular, from any political activity in the receiving State. The officer in command of the Personnel of the sending State shall take the necessary measures to that end.

2. The sending State shall exercise exclusive jurisdiction with respect to all criminal and civil proceedings against the personnel of the sending State but shall only do so after consultation with the Government of the receiving State if the proceedings involve persons and/or property of persons other than military personnel of the sending State or their dependents or the civilian personnel of the sending State and their dependents.

3.a. In the event that the authorities of the receiving State take into custody any member of the Personnel of the sending State, they shall hand over such custody to the officer in command of the Personnel of the sending State forthwith and shall send a written report on the matter to the officer in command of the Personnel of the Sending State without delay.

6. The appropriate authorities of the sending State shall inform the appropriate authorities of the receiving State of their decision to institute

legal action against the member of the Personnel of the sending State and of the outcome of the procedures that have been initiated in the sending State.

Article IV

Importation and exportation

1. The receiving State waives the right to levy import and export fees, duties, taxes and other charges otherwise leviable in the receiving State on equipment, materials, supplies and other property imported into the receiving State by the sending State in connection with this Agreement.

2. Equipment, materials, supplies and other property imported into the receiving State by the sending State in connection with this Agreement shall be exempt from inspection.

3. Baggage, personal effects, products and other property for the personal use of the Personnel of the sending State imported into the receiving State shall be exempt from import and export fees, duties, taxes and other charges otherwise leviable in the receiving State.

Article V

Arms and uniforms

1. The Military personnel may possess and carry arms on the condition that they are authorized to do so by their orders.

2. The Military personnel may use arms and ammunition only for training purposes on locations specifically intended for such use by the receiving State. These locations shall be further determined by the receiving State.

3. The arms and ammunition shall be stored and guarded in accordance with the laws and regulations of the receiving State.

4. The Military personnel may wear their national military uniform, while performing official duties.

Article VI

Driving permits

The receiving State shall accept as valid, without test and without payment of fees, the current and valid driving permit or licence or military driving permit of the Personnel of the sending State for the category of motor vehicles identical to those for which the permit has been issued by the sending State.

Article VII

Claims

1. The Contracting Parties waive any claims (other than contractual claims) against each other for damage to or loss of government property and for injury (including injury resulting in death) suffered by their Personnel, arising out of official duties.

2. Paragraph 1 of this Article is not applicable if damage to or loss of government property or injury suffered by the Personnel mentioned in that paragraph has been the result of gross negligence or wilful misconduct.

3. Third party claims for any loss, damage or injury caused by the Personnel of the sending State in the performance of their official duties shall be settled by the receiving State on behalf of the sending State in accordance with the laws and regulations of the receiving State. Costs related to the settlement of any such claim shall be reimbursed by the sending State.

4. Third party claims for any loss, damage or injury caused by Personnel of both Contracting Parties in the performance of their official duties shall be settled by the receiving State, also on behalf of the sending State, in accordance with the laws and regulations of the receiving State. Costs related to the settlement of any such claim shall be distributed between the Contracting Parties on an equal basis.

Article VIII

Medical and dental support

1. The Personnel of the sending State shall be medically and dentally fit prior to the education and training in the receiving State taking place.

2. Costs arising from emergency medical and dental support of the personnel of the sending State throughout their presence in the receiving State shall be borne by the sending State.

3. Other medical and dental support, including hospitalization, shall be granted under the same conditions as those applicable to personnel of the receiving State.

Article IX

Land, accommodation and facilities

The Personnel of the sending State may use the land, accommodation and facilities for the purposes of training made available to the armed forces of the United Kingdom subject to whatever restrictions, terms and conditions as are applicable to the armed forces of the United Kingdom.

Article X

Settlement of disputes

Any disagreements that may arise from the application or implementation of this Agreement shall be settled through consultation between the appropriate authorities of the Contracting Parties, including, as necessary, through diplomatic channels.

Article XI

Termination

The Contracting Parties may terminate this Agreement at any time by giving two months written notice to the other Contracting Party.

Article XII

Duration

This Agreement shall remain in force for the duration of the presence of the Personnel of the sending State in the territory of the receiving State while undergoing training on the International Jungle Patrol Course 2004 and with regard to Article VII (CLAIMS) for the duration necessary to resolve the outstanding claims, but in any case, for no longer than one year.

If the foregoing is acceptable to the Government of Belize, the Royal Netherlands Embassy has the honour to propose that this Note and the Note in reply of the Ministry shall constitute an Agreement between the Kingdom of the Netherlands and Belize, which shall enter into force on the date of receipt of the reply of the Ministry. If this date is later than 29 August 2004, this Agreement will have retroactive effect as from the latter date.

The Royal Netherlands Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs, Defence and National emergency Management of Belize the assurances of its highest consideration.

*Ministry of Foreign Affairs
Defence and National Emergency Management
Belmopan
Belize*

Mexico City, January 21, 2005

EMB/15/05(01)-013

The Embassy of Belize presents its compliments to the Royal Embassy of the Kingdom of The Netherlands and has the honour to refer to its Note MEX/bvz-036/04 of August 27 2004 regarding a proposal for an Agreement on the Status of Military and Civilian Personnel of the Ministry of Defence of the Kingdom of the Netherlands who will be present in the territory of Belize while undergoing jungle training with the Armed Forces of the United Kingdom on the International Jungle Patrol Course 2004 which reads as follows:

(Zoals in Nr. I)

The Embassy of Belize has the honour to inform the Embassy that the proposal is acceptable to the Government of Belize. The Government of Belize accordingly agrees that Note MEX/bvz-036/04 from the Royal Embassy of the Kingdom of the Netherlands and this reply shall constitute an Agreement between Belize and the Kingdom of the Netherlands, which shall enter into force on the date of the receipt of this reply. If this date is later than August 29, 2004, this Agreement will have retroactive effect as from the latter date.

The Embassy of Belize avails itself of this opportunity to renew to the Royal Embassy of the Kingdom of The Netherlands the assurances of its highest consideration.

*To the Royal Embassy of the Kingdom of The Netherlands
Mexico City*

D. PARLEMENT

Het in de nota's vervatte verdrag behoeft ingevolge artikel 7, onderdeel c, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het in de nota's vervatte verdrag zijn ingevolge het in de op één na laatste alinea van beide nota's gestelde op 25 januari 2005 in werking getreden, met dien verstande dat het in de nota's vervatte verdrag ingevolge het in diezelfde alinea's gestelde terugwerkende kracht heeft tot 29 augustus 2004.

Wat het Koninkrijk der Nederlanden betreft, geldt het in nota's vervatte verdrag alleen voor Nederland.

Het in de nota's vervatte verdrag zal ingevolge artikel XII niet langer dan één jaar van kracht zijn.

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 *elfde* februari 2005.

De Minister van Buitenlandse Zaken,

B. R. BOT