

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2012 Nr. 63

A. TITEL

*Briefwisseling houdende een verdrag tussen het Koninkrijk der Nederlanden, ten behoeve van Curaçao, en de Organisatie der Verenigde Naties voor Onderwijs, Wetenschap en Cultuur (UNESCO) betreffende de zevende zitting van de intergouvernementele coördinatiegroep van de Intergouvernementele Oceanografische Commissie (IOC) voor het waarschuwingsstelsel voor tsunami's en andere kustbedreigingen voor de Caribische en aangrenzende regio's (ICG/CARIBE EWS-VII), Willemstad, Curaçao, van 2 tot 4 april 2012; (met Bijlage)
Parijs, 2 april 2012*

B. TEKST

Nr. I

UNESCO

Ref.: DG/2.1/12/2479

Agreement between The Kingdom of the Netherlands, on behalf of Curaçao and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the seventh session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-VII), Willemstad, Curaçao, 2 to 4 april 2012

Dear Ambassador,

I wish to refer to the kind offer of the Government of Curaçao, made through its representative at the session of the Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning

System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-VI), which took place in Santo Domingo (Dominican Republic), to host the seventh session of the Intergovernmental Oceanographic Commission's (IOC) ICG/CARIBE EWS-VII). Allow me to take this opportunity to reiterate my sincere thanks to the Government of Curaçao for this generous offer, which I am pleased to accept on behalf of UNESCO.

Whereas the IOC was identified as one of the means through which UNESCO will mobilize science knowledge and policy for sustainable development in the Medium Term Strategy for 2008–2013 (34 C/4) approved by the 34th General Conference of UNESCO,

Whereas the ICG/CARIBE EWS is a Subsidiary Body of the Intergovernmental Oceanographic Commission (IOC), as endorsed by IOC Resolution XXIII.13 (2005),

With the present letter, I wish to obtain your Government's acceptance of the following:

Article I

Purpose

The main purpose of the present Agreement is to establish the terms of cooperation between UNESCO and the Kingdom of the Netherlands, on behalf of Curaçao, (hereinafter jointly referred to as: "the Parties") concerning the arrangements to be made for the above-mentioned session.

Article II

Date and Place of the Session

The Session shall be held in Willemstad (Curaçao) under the auspices of the Meteorological Department of Curaçao, from 2 to 4 April 2012.

Article III

Principles

The Parties, entering into this Agreement following principles that are founded in respect, mutual goodwill, accord each other all reasonable cooperation and assistance as may be expected between institutions committed to the highest standards of scientific research.

Article IV

Participation

1. The chief participants shall be representatives of IOC Member States.
2. In conformity with Article 6, paragraph C.10, of the Statutes of the IOC, concerning participation in the meetings of the Assembly of the Executive Council and Subsidiary Bodies, the following persons shall be invited to participate, without the right to vote:
 - Representatives of Member States of organizations of the United Nations system, which are not members of IOC;
 - Representatives of organizations of the United Nations system;
 - Representatives of such other intergovernmental and non-governmental organizations as may be invited, subject to conditions specified in the Rules of Procedure.
3. UNESCO will duly provide to the designated authorities the names of the participants who have accepted the invitation.
4. The IOC Executive Secretary shall designate the officials of UNESCO assigned to attend the session for the purpose of servicing it. Those officials are hereinafter referred to as “the Secretariat”.

Article V

Organization of the Session

1. The Government of Curaçao shall bear the expenses related to the provision of materials and facilities for the holding of this session on the basis of the attached Statement of Requirements.
2. The premises shall remain at the disposal of UNESCO 24 hours a day from one day prior to the session until a maximum of one day after its close.
3. The Government of Curaçao shall bear the cost of all necessary utility services, including local telephone communications of the Secretariat, as well as its communications by telex or telephone when such communications are authorized by or on behalf of the representative of the IOC Executive Secretary at the session or the conference officer.
4. The Parties mutually agree to make necessary adjustments to ensure the proper organization of the session, as detailed in the attached Statements of Requirements

Article VI

Accommodation

The Government of Curaçao shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the session, as well as for the staff of UNESCO.

Article VII

Medical Assistance

1. In the event of emergencies, necessary first aid shall be provided by the Government of Curaçao within the conference area.
2. For serious emergencies, the Government of Curaçao shall assist with immediate transportation and admission to a hospital.
3. The costs of items set out in paragraphs 1 and 2 of this Article, as well as medical insurance, will be at one's own expense.

Article VIII

Transport

1. The Government of Curaçao shall ensure the availability of transport between the international airport, the principal hotels and the conference area.
2. The Government of Curaçao shall provide an adequate number of cars with drivers for official use by the principal officers and joint Secretariat, as well as such other local transportation as is required by the Secretariat in connection with the ICG/CARIBE EWS-VII session, if needed.

Article IX

Security Protection

The Government of Curaçao shall furnish such security guarantee as may be required to ensure the effective functioning of the session in an atmosphere of security and tranquillity free from interference of any kind. While such services shall be provided by a senior officer designated by the Government of Curaçao, this officer shall work in close cooperation with the representative of the IOC Executive Secretary at the session or the conference officer.

Article X

Local Personnel

1. The Government of Curaçao shall appoint a liaison officer who shall be responsible, in consultation with UNESCO, for making and carrying out the administrative and personnel arrangements for the session, as required under this Agreement.

2. The Government of Curaçao shall recruit and provide an adequate number of local staff such as translators, clerks, personnel for the reproduction and distribution of documents, sound operators, ushers, messengers, cleaners and other workmen required for the proper functioning of the session, as stated in the attached Statement of Requirements.

Article XI

Damage and Accidents

1. The Government of Curaçao shall be responsible for dealing with any action, claim or other demand against UNESCO or its officials and arising out of:

a) Injury to persons, accidents, damage to or loss of property in the premises referred to in Article V that are provided by, or are under the control of, the Government of Curaçao;

b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in Article VIII that are provided by, or are under the control of, the Government of Curaçao;

c) The employment for the session of the personnel provided by the Government of Curaçao under Article X.

2. The Government of Curaçao shall indemnify and hold harmless UNESCO in respect of any such action, claim or other demand and shall bear the risk of damage to the premises, facilities and furniture.

3. The competent authorities of the Government of Curaçao shall adopt at its own expense appropriate measures to ensure the protection, particularly against fire and other risks, of the above-mentioned premises, facilities, furniture and persons.

4. The necessary insurance fee of participants should be paid by themselves.

Article XII

Privileges and Immunities

The Government of Curaçao shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations. In particular, the Government shall ensure that no restriction is placed upon the entry into, sojourn in and departure from Curaçao of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization's relevant rules and regulations, provided that the general conditions governing entry are fulfilled.

Article XIII

Visas

The Government of Curaçao shall ease the participation of participants in the above-mentioned session by facilitating their obtaining of visas in due time.

Article XIV

Settlement of Disputes

1. The Parties will negotiate and cooperate with each other in good faith to resolve any disputes or conflicts that arise in connection with this Agreement.

2. Any dispute not settled by negotiation or other agreed mode of settlement shall be referred for final decision, at the request of either Party, to a tribunal of three arbitrators, one to be named by UNESCO, one to be named by the Kingdom of the Netherlands and the third, who shall be the chairman, to be chosen by the first two; if either Party fails to appoint an arbitrator within 60 days of the appointment by the other Party, or if these two arbitrators should fail to consent on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party.

Article XV

Final Provision

The Annex to this Agreement may be modified by written arrangement between UNESCO and the Government of Curaçao.

I further propose that upon receipt of your Government's confirmation in writing of the above, that this exchange of letters constitute an Agreement between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organization regarding the hosting of the session, which shall enter into force on the date of your reply and shall remain in force for the duration of the session and for such additional period as is necessary for its preparation and winding up, the total duration of this Agreement, however, is not to exceed one year.

Irina Bokova
Director General
UNESCO

H. E. Mr Robert Zeldenrust
Ambassador
Permanent Delegate of the Kingdom of the Netherlands to UNESCO
7, rue Eblé

Annex I

The Seventh Session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-VII), Willemstad, Curaçao, 2 to 4 april 2012

Statement of Requirements

I. BASIS FOR EVALUATION

Place of the Session	: Avila Beach Hotel, Willemstad, Curaçao
Dates	: 2 to 4 April 2012
Duration	: 3 Calendar days
Approximate no. of participants	: 60 (including chief participants, representatives, observers and members of the Secretariat).
Working languages	: English/Spanish/French
Organization of work	: Plenary sessions and working groups.

Max. no. of simultaneous organ sessions	: 3
Records	: A draft report containing Action Items, as well as Resolutions and Recommendations, will be prepared by the IOC Secretariat, assisted by the Rapporteur, in English
Documents	: Approximate number of standard pages (originals) in English only: 100
Before session	: 60 copies of 100 pages of session materials (working and information documents, action items, etc.)
During session	: 60 copies of 100 pages of session materials ¹⁾
After the session	: 200 copies of 50 pages

II. RESPONSIBILITIES OF UNESCO

1. Preliminary arrangements and technical cooperation with host authorities.
2. Preparation and dispatch of invitations and working documents.
3. Cost of sound and vision equipment for the session.
4. Cost of travel and subsistence allowance for members of the UNESCO/IOC Secretariat and ICG/CARIBE EWS Secretariat.
5. Dispatch of documents and related freight from UNESCO Headquarters and the ICG/CARIBE EWS Secretariat to the venue of the session and return.
6. Production and distribution of the final report after the session.

III. FACILITIES AND SERVICES REQUIRED AT THE PLACE OF THE SESSION, TO BE PROVIDED BY THE GOVERNMENT OF CURAÇAO

I. Premises

a) 1 meeting room with at least 60 seats at table (all equipped with microphones, and with public address system (PA)) and 15 seats without table, and a head table (viewable to the Projector Screen) for Chair, Technical Secretary, IOC Executive Secretary, and 1 extra seat;

¹⁾ This number includes 10–20 pages of the Draft Recommendations and 80–90 pages of national materials submitted by the participants for copying during the Session.

b) 3 smaller meeting room (for the CARIBE EWS Officers and for Sessional Working Groups) with 20 seats at table, (no microphones required) available between 08h00 and 22h00 between 3 and 4 April 2012;

c) 1 office for the Secretariat accessible by the Secretariat staff between 08h00 and 22h00 between 2 and 4 April 2012;

d) 1 office or workshop for the production of documents;

e) Reception/document distribution counter.

2. *Equipment and Supplies*

a) Adequate furniture for the premises mentioned above (cf. III.I) including

b) internal and external telephone connections.

c) Video projector (for connection to PC), overhead projector in main conference room + projection screen (appropriate size according to size of the room).

d) Laptop computer or PC in main conference room with software for PowerPoint presentations, with Internet connection (broadband min. 256 kbps) and connected to video projector, and laser pointer.

e) Provision of wireless Internet connection for all participants in main conference room.

f) 1 personal computer with English keyboard and Internet connection, and 3 cables for connection of laptops to the Internet in the Secretariat room: (broadband min. 256 kbps).

g) 1 fax machine (in Secretariat room) connected to telephone line with international access.

h) 1 laser printer (personal or small office size, 20 ppm), in the Secretariat room, to be shared by 3 PCs.

i) 1 high-volume photocopying machine with power connections and necessary supplies (toner, paper) sufficient for approximately 3,000 copies.

j) 1 set of name blocks for Member States, Organizations and elected officers of the Session.¹⁾

k) Stationery and sundry office material.²⁾

3. *Local Personnel*

a) Liaison officer to coordinate the services and facilities to be provided by the host authorities, in co-operation with the UNESCO/IOC Secretariat.

¹⁾ UNESCO/IOC ICG Secretariat will provide a detailed list.

²⁾ This includes: 2 flipcharts with pens, paper pads for participants with pens; equipment for poster panel exhibitions or other means for the displaying information for participant viewing, etc.

b) Sufficient staff to provide a full range of administrative functions, including registration, document photocopying and distribution, meeting room logistics, information technology assistance, and designated technical operator of presentation equipment.

4. Accommodations and Transport

a) Reservation of a sufficient number of suitable hotel rooms for all participants, observers and members of the Secretariat, at their own expense.

b) Advance distribution of detailed information on local conditions and arrangements, including transport.

Nr. II

PERMANENT DELEGATION OF THE KINGDOM OF THE NETHERLANDS TO UNESCO

Paris, 2 April 2012

Madam,

I have the honour to refer to your letter, relating to an Agreement between the Kingdom of the Netherlands, on behalf of Curaçao, and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the Seventh Session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-VII), which is scheduled to be held in Willemstad, Curaçao, from 2 to 4 April 2012, which reads as follows:

(Zoals in Nr. I)

I am authorized by the Kingdom of the Netherlands to state that it agrees to the proposals regarding the organization of the Session and to state that the Kingdom of the Netherlands, on behalf of Curaçao, considers your letter and my reply as together constituting an Agreement between the Kingdom of the Netherlands, on behalf of Curaçao, and the United Nations Educational, Scientific, and Cultural Organization (UNESCO) concerning the Seventh Session of the Intergovernmental Oceanographic Commission (IOC) Intergovernmental Coordination Group for the Tsunami and Other Coastal Hazards Warning System for the Caribbean and Adjacent Regions (ICG/CARIBE EWS-VII), which shall enter

into force on the date of this reply and shall remain in force for the duration of the Session and for such additional period as is necessary for its preparation and winding up, the total duration of this Agreement, however, not to exceed one year.

Please accept, Madam, the assurances of my highest consideration.

ROBERT ZELDENRUST
Ambassador Extraordinary and
Plenipotentiary
Permanent Delegate of the Kingdom
of the Netherlands to UNESCO

*Her Excellency Irina Bokova
Director-General of UNESCO
7, Place Fontenoy
75007 Paris*

D. PARLEMENT

Het in de brieven vervatte verdrag, met Bijlage, 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 brieven vervatte verdrag, met Bijlage, zijn ingevolge het gestelde in de laatste alinea van brieven Nr. I en Nr. II in werking getreden op 2 april 2012.

Wat betreft het Koninkrijk der Nederlanden, geldt het in de brieven vervatte verdrag, met Bijlage, alleen voor Curaçao.

J. VERWIJZINGEN

Titel : Statuut van het Internationaal Gerechtshof;
San Francisco, 26 juni 1945
Tekst : *Trb.* 1971, 55 (Engels en Frans, herzien)
Trb. 1987, 114 (vertaling, herzien)
Laatste *Trb.* : *Trb.* 1997, 106

Titel : Statuut van de Organisatie der Verenigde Naties voor
Onderwijs, Wetenschap en Cultuur;
Londen, 16 november 1945
Tekst : *Trb.* 2009, 51 (Engels en vertaling, herzien)

- Titel : Verdrag nopens de voorrechten en immuniteiten van de gespecialiseerde organisaties;
New York, 21 november 1947
- Tekst : *Stb.* 1949, 67 (Engels, Frans en vertaling)
- Laatste *Trb.* : *Trb.* 2004, 59
-

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

Uitgegeven de *tiende* april 2012.

De Minister van Buitenlandse Zaken,

U. ROSENTHAL