

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2014 Nr. 175

A. TITEL

*Verdrag tussen de Regering van het Koninkrijk der Nederlanden en de Regering van het Hasjemitische Koninkrijk Jordanië betreffende een tijdelijke plaatsing van troepen van het Koninkrijk der Nederlanden in Jordanië;
Amman, 2 oktober 2014*

B. TEKST

Agreement between the Government of the Kingdom of the Netherlands and the Government of the Hashemite Kingdom of Jordan on a temporary deployment of troops of the Kingdom of the Netherlands in Jordan

Preamble

The Government of the Kingdom of the Netherlands and the Government of the Hashemite Kingdom of Jordan,

(hereinafter jointly referred to as the “Parties” and separately as a “Party”),

Reaffirming their commitment to the Charter of the United Nations and international law,

Bearing in mind their mutual interest in international peace and in building democracy,

Wishing to intensify their good and cordial relations,

Expressing the wish to develop collaborative links on subjects of common interest,

Desiring to establish written principles for a temporary deployment of troops of the Kingdom of the Netherlands in the territory of Jordan.

Have agreed on the following:

Article 1

Definitions

1. Mission: the establishment of a temporary deployment of troops of the Sending State in the territory of Jordan.
2. Visiting Force: Sending State's military and civilian personnel who are deployed in the territory of the Host State in the framework of the Mission. The term includes the personnel, aircraft, vehicles, stores, equipment and provisions as well as all air and surface movement resources, together with their supporting services, required to deploy or to support the forces mentioned above.
3. Host State: the Hashemite Kingdom of Jordan.
4. Host State Support: the civil and military assistance rendered by the Host State to the Visiting Force which is located in or in transit through Host State territory, airspace or territorial waters.
5. Sending State: the Kingdom of the Netherlands.
6. Arrangement: written documents to be agreed upon under the auspices of this Agreement by the competent authorities of the Parties that detail the terms of collaboration of the Mission.

Article 2

Purpose and scope

1. The purpose of this Agreement is to establish the framework for policy, guidelines and procedures for the provision of Host State support to the Visiting Force on the territory of the Host State, during the preparation and execution of the Mission.
2. The Arrangement shall apply to all military assets located on the territory of the Host State and shall be applicable to the support requirements of the Visiting Force. The Arrangement identifies implementing modalities, procedures, responsibilities, services, costs entailed during the Mission and the terms of payment.

Article 3

Responsibilities

1. The Host State shall:
 - a) retain full authority on the Mission site;

b) provide, where available, resources for personnel and equipment requirements of the Visiting Force, including fuel, rations, vehicles, communications facilities, office space, hospitalization, labor and other services as further specified in the Arrangement;

c) not commit any support or services from commercial sources on behalf of the Visiting Force unless specifically requested by the Visiting force provided the Visiting Force has agreed to pay for this support or services;

d) provide airfield services and search and rescue operations as mutually agreed in the Arrangement;

e) provide space for the Visiting Force and assist to provide facilities for Mission preparation and maintenance, in addition to the provision of lodging and dining facilities as mutually agreed in the Arrangement;

f) be responsible for any investigation of an accident or incident on the territory of the Host State involving Visiting Forces personnel or equipment. The authorities of the Sending State shall be entitled to have an observer present during the inquiry;

g) facilitate the entry and departure procedures of the Visiting Force from/into the territory of the Host State with local civil authorities;

h) provide liaison personnel to co-ordinate all logistic activities with local civil authorities, as required, and at points of entry and departure.

2. The Sending State shall:

a) conduct a preliminary site survey if deemed necessary by the Sending State in order to establish the necessary contacts and to get acquainted with the standing operational procedures of the Mission site. At the end of this survey, the final statement of requirements shall be drafted;

b) provide the necessary technical and operational equipment for the members and units of the Visiting Force, unless such provision or services are identified as Host State responsibilities in the Arrangement;

c) conduct the Mission in accordance with procedures in this Agreement or the Arrangement;

d) reimburse the Host State for all supplies rendered by the Host State except those items that are mutually agreed to be provided at no cost or on loan basis as specified in the Arrangement. An item on loan basis shall be returned to the Host State prior to the departure of the Visiting Force at the same loan status, except normal wear and tear.

Article 4

Expenses

The Parties shall bear the costs of the implementation of this Agreement as follows:

1. The Host State shall facilitate transportation means at the Sending State's expense from the established point of entry to the Mission site and back. The Visiting Force shall travel by its own national means from the Netherlands to the entry point and back.

2. The Sending State shall pay the travelling expenses, the salary costs, as well as per diem and any other allowance due under their own regulations, of its own personnel.

3. The Sending State shall settle pending financial matters, if possible, prior to departure from the Host State but not later than 60 days after receipt of the invoice.

4. For military equipment and services provided from Host State military sources, charges shall be levied on the Sending State at the same rate for which the Host State Forces are charged.

5. Emergency medical assistance shall be provided by the Host State free of charge at the military medical facilities. Hospitalization as well as medical and dental treatment other than dispensary services shall be against reimbursement. The Sending State shall pay the expenses for the repatriation of its own sick personnel.

6. The Sending State shall reimburse the Host State for all mutually accepted costs. Details of financial arrangements, including arrangements for reimbursement, shall be covered in the Arrangement for each specific service.

7. Terms of payment of charges incurred shall be specified in the Arrangement.

8. The Sending State shall not transfer the support and service means and capabilities provided by the Host State temporarily or permanently to another country or organization, without the written consent of the Host State.

Article 5

Claims and liabilities

1. Each Party waives any claim it may have against the other Party or any serviceman, civilian, servant or agent of the other Party for injury (including injury resulting in death) suffered by its service personnel, servants or agents or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by the acts or omissions of the other Party or any such serviceman, civilian, servant or agent of that other Party in the performance of official duties in connection with

this Agreement unless such an act or omission is found to be deliberate or was caused due to gross negligence.

2. Claims resulting from deliberate acts or omissions or from gross negligence shall be settled through negotiations between the competent authorities of both Parties.

3. The Host State shall deal with and settle, in accordance with its laws, all third party claims arising due to an act or omission of the Sending State's military or civilian personnel which results in injury, death, loss or damage done in the performance of official duties within the framework of the Mission executed under this Agreement. The Host State shall subsequently charge the total cost of the settlement to the Sending State. The Host State shall consult with the Sending State before any settlement of a third party claim.

Article 6

Discipline and jurisdiction

1. The personnel of the Sending State, while present on the territory of the Host State in the framework of the Mission executed under this Agreement, shall respect the laws of the Host State.

2. The authorities of the Sending State shall have the right to exercise on priority their jurisdiction over their military and civilian personnel – whenever it is subject to the law in force in the Sending State – in the following cases:

a) when the offences threaten the security or goods of the Sending State;

b) when the offences result from acts or omissions – whether due to wilful or negligent behaviour – carried out during or in connection with duty service.

3. The Host State shall have no disciplinary authority over the personnel on duty of the Sending State. This personnel shall remain subject to the national military disciplinary legislation of the Sending State represented by its Senior Officer. The name of the Senior Officer shall be communicated prior to arrival of the Visiting Force.

Article 7

Command and control

Command and control arrangements shall be as mutually agreed between the Parties, as appropriate for the Mission and shall be detailed in the Arrangement.

Article 8

Weapons and ammunition

1. Members of the military personnel are authorized to carry and use their imported weapons in the strict framework of the Mission and as authorized to do so by their orders as mutually agreed by both Parties and in accordance with the Host State legislation.

2. The Sending State shall submit a list to the authorities of the Host State containing the type and amount of the weapons, ammunition and combat equipment to be transferred for the purposes of the Mission. This information shall include the entry and departure points of the weapons, ammunition and combat equipment and the delivery place of these items, including the dates of entry and departure. The items to be brought by the Sending State for the purpose of the Mission shall be taken back at the end of the Mission. Unless otherwise agreed between the parties.

Article 9

Driving licenses

The Host State shall accept as valid current driving licenses, international driving licenses or service driving permits issued by the Sending State to its military and civilian personnel in accordance with its domestic laws.

Article 10

Importation and exportation

1. The temporary importation and exportation of services and goods of the Visiting Force, necessary in the framework of this Mission, shall be authorized free of duty, given that the Visiting Force provides a manifest list of these services and goods prior to arrival to the authorities of the Host State.

2. The Jordanian Government understands and agrees that any equipment, materials, supplies, and other property acquired in Jordan by or on behalf of the Visiting Force in connection with activities supporting the Mission shall be free of all Jordanian duties, taxes, and all other similar charges, provided that these items shall not be sold in the Host State territory unless all taxes and duties are fully paid.

Article 11

Protection of classified information and security

1. Any classified information or material exchanged or generated in connection with this Agreement shall be used, transmitted, stored, handled and safeguarded in accordance with the respective Parties applicable national security laws and regulations.

2. Each Party shall take all available lawful steps available to it to ensure that classified information or material provided or generated pursuant to this Agreement and the Arrangement is protected from any disclosure unless the other Party consents to such a disclosure. Such classified information or material shall not be released to any government or entity of a third party even after the conclusion of the Mission without the prior written consent of the other Party.

Article 12

Settlement of disputes

Any dispute regarding the interpretation or application of this Agreement shall be resolved by negotiation between the Parties and shall not be referred to any national or international tribunal or other third party for settlement.

Article 13

Final provisions

1. This Agreement shall enter into force on the date of signature.

2. This Agreement shall remain in force until the end of the Mission or until the departure of the Visiting Force, whichever is the later, but in any case for no longer than a period of one year.

3. This Agreement may be terminated either by mutual consent of the Parties or by either Party informing the other Party in writing two months in advance of its intention to terminate it.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE, in two originals, at Amman, on 2nd October 2014, in the English language.

For the Government of the Kingdom of the Netherlands,

PAUL VAN DEN IJSSEL
Ambassador of the Kingdom of the Netherlands

For the Government of the Hashemite Kingdom of Jordan,

MAJ. GEN. ZIAD HAMDY MAJALI
Vice Chairman, Joint Chiefs of Staff Jordanian Armed Forces

D. PARLEMENT

Het 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 Verdrag zijn ingevolge artikel 13, eerste lid, op 2 oktober 2014 in werking getreden.

Het Verdrag zal ingevolge artikel 13, tweede lid, niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het Verdrag alleen voor Nederland (het Europese deel).

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 (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *tweede* oktober 2014.

De Minister van Buitenlandse Zaken,

F.C.G.M. TIMMERMANS