

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2022 Nr. 130

A. TITEL

Briefwisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en de Verenigde Naties inzake de workshop van de Division for Ocean Affairs and the Law of the Sea "covering the region of the North Atlantic, the Baltic Sea, the Mediterranean Sea and the Black Sea region in support of the third cycle of the Regular Process for Global Reporting and Assessment of the State of the Marine Environment, including Socioeconomic Aspects", te 's-Gravenhage, Nederland, 28–30 november 2022; New York, 23 november 2022

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 013964 in de Verdragenbank.

B. TEKST

Nr. I

UNITED NATIONS HEADQUARTERS

23 November 2022

Reference: Host Agreement The Netherlands RP

Excellency,

I have the honour to refer to the arrangements concerning the organization of a workshop covering the region of the North Atlantic, the Baltic Sea, the Mediterranean Sea and the Black Sea region, in support of the third cycle of the Regular Process for Global Reporting and Assessment of the State of the Marine Environment, including Socioeconomic Aspects (hereinafter referred to as "the Workshop"). The Workshop falls within the scope of the mandate of General Assembly resolution 75/239 (paragraph 311) under which it endorses the recommendations adopted by the Ad Hoc Working Group of the Whole at its thirteenth meeting on the programme of work and resource requirements for the third cycle of the Regular Process (2021–2025).

The Workshop, organized by the United Nations, represented by the secretariat of the Regular Process – the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, United Nations (hereinafter referred to as "the United Nations") in cooperation with the Kingdom of the Netherlands, represented by the Ministry of Infrastructure and Water Management (hereinafter referred to as "the Government"), will be held in The Hague from 28 – 30 November 2022.

The purpose of the Workshop will be to inform the scoping exercise and the development of annotated outline(s) of the next assessment(s) to be produced during the third cycle of the Regular Process, while raising awareness and provide information on the Regular Process, and generate interest from the scientific community in contributing to the drafting of the assessment(s).

The Workshop will be attended by the following participants:

- a) up to 16 representatives of the United Nations Member States;
- b) up to 4 representatives of the Government;
- c) up to 2 officials of the United Nations;
- d) representatives of the United Nations system;

- e) other participants, including representatives from intergovernmental or non-governmental organizations or institutions, civil society, subject-matter experts, media, academia, think tanks, educational institutions, etc.

The total number of participants will be approximately 40.

The final list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Workshop.

In view of the ongoing COVID-19 pandemic and the exceptional need to contain the further spreading of the virus, the Workshop may be held in a hybrid format, with in-person participation and an online component in the form of remote participation through electronic means.

The Workshop will be conducted in English.

The United Nations will be responsible for:

- a) providing support for the planning and running the Workshop, including:
 - (i) preparation of the programme and appropriate documentation;
 - (ii) selection of speakers and moderators; and
 - (iii) support of outreach, advocacy and media coverage activities
- b) sending invitations to all participants;
- c) selecting participants;
- d) arranging and covering the costs related to round-trip air travel, accommodation, and daily subsistence allowance in accordance with the prevailing United Nations rates of all participants;

The Government will be responsible for:

- a) providing local personnel to assist with the planning and necessary administrative, logistical and technical support during the Workshop;
- b) facilitating required immigration and visa procedures for participants, traveling to The Kingdom of the Netherlands;
- c) nominating a focal point to assist with organizing the Workshop.
- d) providing necessary office equipment and stationery, including a photocopy/printer machine and word processing facilities, office supplies (for the use of United Nations staff members and administrative personnel), as well as event signs, door signs for meeting rooms;
- e) procuring and covering the cost of the premises/venue and necessary conference facilities, including one meeting room for up to 40 participants and equipped with one data projector, one computer with Microsoft PowerPoint, and a lectern with a microphone, as well as three break-out conference rooms for up to 10 participants each for the Workshop. All rooms will have internet access;
- f) arranging and covering the cost of hospitality, including all lunches/coffee breaks;

I wish to propose that the following terms shall apply to the Workshop:

- a) (i) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 ("the Convention"), to which The Kingdom of the Netherlands is a party, shall be applicable in respect of the Workshop. In particular, representatives of States shall enjoy the privileges and immunities accorded under Article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;
- (ii) Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop;
- (iii) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written or any act performed by them in their official capacity in connection with the Workshop.
- b) All participants and all persons performing functions in connection with the Workshop shall have the right to unimpeded entry to and exit from the Kingdom of Netherlands, provided that the general conditions governing the granting of visas are fulfilled. It is understood that the Kingdom of Netherlands will facilitate issuance of visas for participants, which shall be processed at no cost to the United Nations and as speedily as possible.

The Government shall, at its own expense, furnish such security services as may be required to ensure the effective functioning of the Workshop in an atmosphere of security and tranquility free from interference of

any kind. While such services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated official of the United Nations.

In the event that circumstances and concerns arise as a result of the COVID-19 pandemic whereby the United Nations and the Government mutually agree that the Workshop is unable to proceed as scheduled the United Nations and the Government shall consult and mutually agree on the settlement of any matters arising as a result of such postponement or cancellation of the Workshop and, in the case of a postponement, the Agreement shall be applicable and be modified to stipulate the new dates of the Workshop, once mutually agreed, by exchange of letters between the United Nations and the Government.

In the event of a postponement or cancellation of the Workshop pursuant to the preceding paragraph, the United Nations shall not be liable to pay or compensate the Government for any goods, services or facilities procured, or costs incurred whatsoever, in relation to or resulting from the Workshop or pursuant to this Agreement.

The Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials and arising out of:

- a) injury to persons or damage to or loss of property in the Workshop premises/venue that are provided by or are under the control of the Government for the Workshop;
 - b) the employment for the Workshop of personnel provided or arranged by the Government;
 - c) postponement or cancellation of the Workshop pursuant to the preceding paragraph;
- and the Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand.

Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairperson, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairperson, then such arbitrators shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Kingdom of the Netherlands on the holding of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled. The total duration of this Agreement, however, shall not exceed one year which may be extended by mutual written agreement of the Parties.

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

MIGUEL DE SERPA SOARES
Under-Secretary-General for Legal Affairs
and United Nations Legal Counsel

Her Excellency

*Ms. Yoka Brandt
Permanent Representative
of the Kingdom of the Netherlands
to the United Nations
New York*

Nr. II

PERMANENT MISSION OF THE KINGDOM OF THE NETHERLANDS TO THE UNITED NATIONS

23 November 2022

NYV/2022/549

Dear Mr. De Serpa Soares,

I have the honour to refer to your letter with reference "Host Agreement The Netherlands RP" of 23 November 2022 relating to an Agreement to be concluded between the Kingdom of the Netherlands and the United Nations on the holding of a Workshop covering the region of the North Atlantic, the Baltic Sea, the Mediterranean Sea and the Black Sea region, in support of the third cycle of the Regular Process for Global Reporting and Assessment of the State of the Marine Environment, including Socioeconomic Aspects to be held in The Hague, the Netherlands, from 28 to 30 November 2022 (hereinafter referred to as "the Workshop"), which reads as follows:

(Goals in Nr. I)

I am authorized by the Government of the Kingdom of the Netherlands to state that it agrees to the proposals formulated in in your letter of 23 November 2022 regarding the organization of the Workshop.

Furthermore, I am authorized to state that the Government of the Kingdom of the Netherlands considers your letter and this reply as together constituting an Agreement between the Government of the Kingdom of the Netherlands and the United Nations in respect of the Workshop. The Agreement shall enter into force on the date of this reply and shall remain in force for the duration of the event and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled. The total duration of this Agreement, however, shall not exceed one year which may be extended by mutual written agreement of the Parties.

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

Yours sincerely,

YOKA BRANDT
Ambassador
Permanent Representative

*Mr. Miguel de Serpa Soares
Under-Secretary-General for Legal Affairs
and United Nations Legal Counsel
United Nations*

D. PARLEMENT

Het in de brieven 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 brieven vervatte verdrag zijn ingevolge het gestelde in de laatste alinea van brief nr. II op 23 november 2022 in werking getreden.

Het in de brieven vervatte verdrag zal ingevolge dezelfde alinea niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het in de brieven vervatte verdrag 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 in de brieven vervatte verdrag zal zijn bekendgemaakt in Nederland (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *vijfentwintigste* november 2022.

De Minister van Buitenlandse Zaken,

W.B. HOEKSTRA