

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2023 Nr. 115

A. TITEL

*Notawisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en het Milieuprogramma van de Verenigde Naties (UNEP) inzake de „Twentieth Intergovernmental meeting on the Action Plan for the Caribbean Environment Programme” en de „Seventeenth Conference of Parties to the Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region”, te Oranjestad, Aruba, 3 – 6 oktober 2023;
's-Gravenhage, 5 oktober 2023*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 014042 in de Verdragenbank.

B. TEKST

Bij nota's van 2 oktober 2023 en 5 oktober 2023 is tussen het Koninkrijk der Nederlanden en het Milieuprogramma van de Verenigde Naties (UNEP) het onderhavige verdrag tot stand gekomen. De tekst van het in nota's vervatte verdrag luidt als volgt:

Nr. I

UNITED NATIONS ENVIRONMENT PROGRAMME

2 October 2023

Reference: EO/2023/

The United Nations Environment Programme (hereinafter referred to as “UNEP”) presents its compliments to the Ministry of Foreign Affairs of the Kingdom of the Netherlands and has the honour to refer to its acceptance of the invitation of the Government of Aruba (hereinafter referred to as the “Government”) to hold the Twentieth Intergovernmental meeting on the Action Plan for the Caribbean Environment Programme (IGM20) and the Seventeenth Conference of Parties to the Convention for the Protection and Development of the Marine Environment of the Wider Caribbean Region (COP17; the “Cartagena Convention”) in Aruba from 3 – 6 October 2023, (the “Meeting”).

UNEP has the honor to transmit to the Government the following arrangements for the hosting of the Meeting:

Date and place of the Meeting

1. The Meeting shall be held at the Renaissance Convention Center in Oranjestad, Aruba, from 3 October 2023 to 5 October 2023, and in the ballroom of the Hilton Caribbean Resort & Casino on 6 October 2023.

Attendance at the Meeting

2. The participants of the Meeting (the “Participants”) shall be invited by the Executive Secretary of the Secretariat of the Cartagena Convention, and will include:
 - a) Representatives or their designated representatives of the Member States and Territories participating in the Caribbean Environment Programme and the Commission of the European Union.
 - b) Representatives of other States that have demonstrated concern for the protection of the marine environment of the Wider Caribbean Region;

- c) Representatives of Member States of the United Nations participating or interested in the Assessment and Management of the Environmental Pollution Sub-Programme;
 - d) Representatives of the United Nations, its intergovernmental organs, and its specialized and related agencies participating or interested in the Assessment and Management of the Environmental Pollution Sub-Programme;
 - e) Selected regional and international experts on land-based sources of marine pollution and Members of selected non-governmental and other intergovernmental organizations;
 - f) UNEP staff members (officials and experts on mission); and
 - g) Other persons and/or organizations, donors and the private sector.
3. In addition, the Executive Secretary of UNEP CAR/RCU, shall designate officials to service the Meeting (“UNEP CAR/RCU designated officials”).

Premises, equipment, utilities, and supplies

- 4. The Government shall provide, at its own expense, the necessary premises, including conference rooms, office space, and related facilities to this Agreement (the “Premises”). The Government shall, at its own expense, furnish, equip, and maintain in good repair the Premises for the effective conduct of the Meeting. The conference rooms shall be equipped with WIFI. The Premises shall remain available to UNEP 12 hours a day, from at least one day before the Meeting until closing of the conference.
- 5. The Government shall provide the equipment for reciprocal simultaneous interpretation between three languages. The conference rooms shall have facilities for sound recording in that number of languages and for press, television, radio, and film operations, to the extent required by the United Nations.
- 6. The Government shall provide on the Premises, a business centre equipped, as well as appropriate eating facilities, for the use of Participants on a commercial basis.
- 7. For the purpose of the Meeting, the Premises shall be deemed to constitute premises of the United Nations in the sense of Article II, Section 3, of the Convention on the Privileges and Immunities of the United Nations, and access thereto will be subject to UNEP authority and control. The Premises, including any information and communications facilities located thereon, will be inviolable for the whole period during which the Premises are at the UNEP CAR/RCU’s disposal.
- 8. The Government, at its own expense, shall make arrangements for hospitality including tea and coffee breaks and a host reception during the period of the Meeting, for Participants.

Travel, Accommodation, and Interpretation

- 9. The Government shall cover the costs through the financial contribution of the Government of the Netherlands granted on 1 August 2023 of the travel and accommodation of representatives of invited Parties attending the meeting.
- 10. The Government shall cover the costs through the financial contribution of the Government of the Netherlands granted on 1 August 2023 in support of meeting requirements and supporting services.

Medical facilities

- 11. The Government shall ensure availability/proximity of medical facilities for emergency first-aid and immediate transportation and admission to hospitals in case of serious emergencies. The Government shall ensure immediate transportation and admission to hospitals in case of serious emergencies.

Transport

- 12. The Government shall provide information on the availability of transport, as well as location of medical centers and emergency numbers for UNEP to make available to Participants.

Police protection

- 13. The Government shall furnish at its own expense such police protection as may be required to ensure the efficient functioning of the Meeting in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer to be provided by the Government, this officer will work in close cooperation with a designated official of UNEP CAR/RCU.
- 14. Security arrangements provided through such police services shall satisfy the security standards as applicable in Aruba.

Local personnel

- 15. The Government shall appoint a liaison officer who shall be responsible, in consultation with UNEP, for making and carrying out the administrative, communications, personnel and logistical arrangements for

the Meeting and related events as required under this Agreement. The liaison officer shall lead a coordination team consisting of personnel provided by the Government, who shall work closely with UNEP CAR/RCU designated officials.

16. The Government, at its own expense shall provide local support personnel necessary for the effective functioning of the Meeting, in close collaboration with UNEP designated officials. Some of these personnel will be available at least 2 days before the opening of the Meeting and until closing of the conference.

Financial arrangements

17. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 31/140, section I, paragraph 5, bear the actual additional costs directly or indirectly involved in holding the Meeting in Aruba rather than at Nairobi. Such costs, which are provisionally estimated at \$US 381,450, shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of UNEP members (including designated officials), for the Meeting and for a planning mission. UNEP shall make the arrangements for the travel of UNEP members in accordance with the UN Staff Regulations and Rules and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.
18. The Government has deposited to the credit of the UNEP Cartagena Convention Trust Fund Account the sum of \$US 381,450, representing the total estimated costs referred to in paragraph 17. If necessary, the Government shall make further advances as requested by UNEP so that the latter shall not at any time have to finance temporarily from its cash resources the extra costs that are the Government's responsibility. The Government's deposit and any advances shall be used only to pay the obligations of UNEP in respect of the Meeting.
19. Within three months after the Meeting, UNEP shall give the Government a detailed set of accounts showing the actual additional costs incurred by UNEP and to be borne by the Government pursuant to paragraph 18. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. UNEP, based on this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances required by paragraph 17. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts.
20. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the UN, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination will be accepted as final by UNEP CAR/RCU and the Government of the Netherlands.

Liability

21. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations, UNEP or its members arising out of:
 - a) Injury to persons or damage to or loss of property in the Premises; and
 - b) Injury to persons or damage to or loss of property caused by, or incurred in using, any transport services that are provided for the Meeting by or under the control of the Government; and
 - c) The employment for the Meeting of the personnel provided by the Government under paragraphs 15 and 16.
22. The Government shall indemnify and hold harmless the United Nations, UNEP, and any of its members in respect of any such action, claim or other demand, except where the Government and the Secretary-General of the United Nations agree that such action, claim, or other demand arises from the gross negligence or wilful misconduct of UNEP members.

Privileges and immunities

23. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Kingdom of the Netherlands is a party, shall be applicable in respect of the Meeting. In particular,
 - a) Representatives of States shall enjoy the privileges and immunities provided under Article IV of the Convention;
 - b) Officials of the United Nations, including UNEP, participating in, or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under Articles V and VII of the Convention; and
 - c) All other Participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention.
24. The Representatives of the specialized and related agencies of the United Nations shall, as appropriate, enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947, or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959.

25. Without prejudice to the preceding paragraphs, all Participants shall enjoy such privileges and immunities, facilities, and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting.
26. Personnel provided for the Meeting by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting.

Right of entry and exit

27. All Participants and UNEP designated officials shall have the right of unimpeded entry into and exit from Aruba, provided that the conditions governing the entry are fulfilled. Visas, entry and exit permits, where required, shall be granted free of charge and as speedily as possible, provided that visa applicant information is received within a reasonable time to process them. When related applications are made four weeks before the opening of the Meeting, visas shall be granted not later than two weeks before the date of the Meeting's opening. If related applications are made less than four weeks before the opening of the Meeting, the visa shall be granted as speedily as possible. The Government, however, reserves the right to deny, irrespective of nationality, visas to individual participants in accordance with the rules and regulations applicable.
28. The Government shall provide a letter to support visa and permit applications for all Participants and UNEP designated officials. All participants and UNEP designated officials are responsible to ensure visa applications are submitted fifteen business days before the opening of the Meeting. The UNEP Secretariat shall communicate a list of visa applicants to the Government in order to be able to follow up internally and grant visas, where possible, and within reasonable time if the application was submitted timely.

Import and export

29. Pursuant to Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations, the Government shall allow, free of prohibitions and restrictions, the temporary importation and exportation of all documents, publications, and equipment, including technical equipment accompanying interpreters and/or representatives of information media. The Government shall waive any import or other duties and taxes on equipment and supplies required for the Meeting and shall issue without delay any necessary import and export permits for this purpose.
30. All persons referred to in paragraphs 2 and 3 of this Agreement shall have the right to take out of Aruba at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Aruba in connection with the Meeting.

Settlement of disputes

31. Any dispute concerning the interpretation or the application of this Agreement, except for a dispute subject to Section 30 of the Convention on the Privileges and Immunities of the United Nations or of 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 so settled shall be submitted at the request of a Party for a final decision to a tribunal of three arbitrators, one who shall be appointed by the Secretary-General of the United Nations; one by the Government; and the third, who will be the Chairman, by the other two arbitrators.
32. If one 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 a Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of a 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 decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on all of them.

Final provisions

33. This Agreement may be modified by written agreement of the Parties. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.
34. The Annex to this Agreement constitutes a part of this Agreement.
35. This Agreement shall enter into force on the day of its signature and shall remain in force for the duration of the Meeting and until all obligations under the Agreement are fulfilled. The total duration of the Agreement shall not exceed one year.

If the foregoing is acceptable to the Government, this Note and the Ministry's Note in reply shall constitute an Agreement between the Kingdom of the Netherlands and UNEP concerning the holding of the Meeting.

UNITED NATIONS ENVIRONMENT PROGRAMME

Enclosure:

Annex 1: Meeting Cost Estimates for the Government and the Government of the Netherlands

*Ministry of Foreign Affairs of the Kingdom of the Netherlands
The Hague*

Annex 1

Meeting Cost Estimates for the Government and the Government of the Netherlands

Expenditure Item	Cash Contribution from the Government and the Government of the Netherlands pursuant to paragraphs 17 and 18 (Estimates in USD)
Travel and accommodation of participants	253,566
Supplies, Promotional Materials, Printing, and Stationery	13,500
Interpreter's – interpretations services 4 days 2 nd - 5 th October and 6 th October during the HL Translation Services	58,000
Contingency 3.3%	12,500
UN Administrative costs 13%	43,884
Total	381,450

Nr. II

MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS

5 October 2023

Reference: Min-BuZa.2023.19864-13

The Ministry of Foreign Affairs of the Kingdom of the Netherlands presents its compliments to the United Nations Environment Programme and has the honour to acknowledge receipt of UNEP's Note EO/2023/ of 2 October 2023, which reads as follows:

(Zoals in Nr. I)

The Ministry has the honour to inform the United Nations Environment Programme that the proposal is acceptable to the Ministry. The Ministry accordingly agrees that UNEP's Note and this reply shall constitute an Agreement between the United Nations Environment Programme and the Kingdom of the Netherlands, which shall enter into force on 5 October 2023.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to the United Nations Environment Programme the assurances of its highest consideration.

MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM
OF THE NETHERLANDS

*United Nations Environment Programme
Nairobi*

D. PARLEMENT

Het in de nota's vervatte verdrag heeft 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 gestelde in de voorlaatste alinea van nota nr. II op 5 oktober 2023 in werking getreden.

Het in de nota's vervatte verdrag zal ingevolge paragraaf 35 van nota nr. I niet langer dan één jaar van kracht zijn.

Wat betreft het Koninkrijk der Nederlanden, geldt het in de nota's vervatte verdrag voor Nederland (het Europese deel) en voor Aruba.

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) en Aruba op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *elfde* oktober 2023.

De Minister van Buitenlandse Zaken,

H.G.J. BRUINS SLOT