

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2024 Nr. 133

## A. TITEL

*Notawisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en de Organisatie voor de Internationale Burgerluchtvaart inzake de "ICAO Second Symposium on Assistance to Aircraft Accident Victims and Their Families", te Haarlem, Nederland, van 26 tot en met 28 november 2024 (met Aangangsel);  
's-Gravenhage, 17 oktober 2024*

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 014085 in de Verdragenbank.

## B. TEKST

### Nr. I

INTERNATIONAL CIVIL AVIATION ORGANIZATION

9 October 2024

Ref: EC 6/53

The International Civil Aviation Organization (hereinafter referred to as "ICAO") 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 Netherlands (hereinafter referred to as the "Host" or the "Government" and, collectively, as the "Parties") to host the ICAO Symposium on assistance to aircraft accident victims and their families in November 2024 (hereinafter referred to as the "Symposium" or the "Event").

ICAO has the honour to enquire whether the Government would agree on the following:

#### *1. Place and date of the Event*

The Event shall be held in Haarlem, the Netherlands from 26 to 28 November 2024, at the PHIL Concert Hall.

#### *2. Participation and attendance*

1. The Event shall be open for the participation of the following:
  - a) Participants to the Event invited by the Secretary General of ICAO in accordance with the procedures of ICAO ("Event Participants"); and
  - b) Officials of ICAO.
2. The Secretary General of ICAO shall designate the Officials of ICAO assigned to attend the event for the purpose of servicing it.
3. Event Participants shall register electronically through a website created and administered for this purpose by ICAO.

#### *3. Premises*

1. The Host shall, at no expense to ICAO, directly or through intermediaries, provide, appropriately furnish, and maintain in good repair, the necessary premises for the Event including conference rooms, private meeting rooms for bilateral negotiations, offices, first aid and emergency medical care facility, business

and internet service centre, documents reproduction, storage and distribution areas, and registration areas, and other related facilities at the Event venue referred to in Paragraph 1. The conference room shall be equipped for reciprocal simultaneous interpretation in English, French and Spanish and shall have facilities for sound recording in that language.

2. The premises, facilities and services referred to in Sub Paragraph 1 are specified in the Appendix to this Agreement.
3. The premises shall remain at the disposal of ICAO, as required, from two (2) days prior to the Event and until six (6) hours after its close.

#### *4. Equipment, supplies and medical facilities*

1. The Host shall, at no expense to ICAO, directly or through intermediaries, provide, install and maintain in good working order the equipment and facilities required for the Event including audio/visual equipment, interpretation equipment, office equipment and free Wi-Fi and cable internet connection for Event Participants.
2. The Host shall bear the cost of transport and insurance, from ICAO Headquarters or any established ICAO Office, to the Event premises and return, in respect of the documents, equipment, supplies and any other items required for the Event and made available by ICAO following consultations with the Host. ICAO, in consultation with the Host, shall determine the mode and route of shipment of such documents, supplies and other items as may be required for the Event.
3. The Host shall provide, at no expense to ICAO, directly or through intermediaries, within the Event premises or within close proximity, an emergency and medical first aid centre to provide first aid and emergency medical care to persons referred to in Paragraph 2.
4. The equipment and supplies to be provided by the Host are described in the Appendix to this Agreement. Additions and changes to these requests may be made to the Appendix to this Agreement, upon agreement of both Parties.

#### *5. Utilities*

The Host shall bear the cost of the utility services necessary for the effective functioning of the Event premises referred to in Paragraph 1 and Paragraph 3, such as water and electricity. The Host shall also bear the cost of local communications by telephone made from the Event premises as well as the cost of facsimile and electronic mail transmission, postage, international communications by telephone between the Event and ICAO Headquarters in Montréal or any established ICAO Office for the purpose of the Event and authorized by or on behalf of the Secretary General of ICAO.

#### *6. Officials of ICAO*

1. The names, categories and functions of the Officials who will be assigned by the Secretary General of ICAO to service the Event will be notified by ICAO to the Host at least four weeks prior to the start of the Event.
2. The Host shall bear the cost of travel and daily subsistence allowances for five Officials referred to in Sub Paragraph 1, from the ICAO Headquarters or an established ICAO Office to the place of the Event by means of a deposit to the AVSEC/FAL Voluntary Fund. Daily subsistence allowances and cost of travel shall be in accordance with the rules and regulations of ICAO.
3. The Host shall arrange and bear the cost of suitable hotel accommodation at the Event venue or in close proximity to the Event venue for the Officials referred to in Sub Paragraph 1.

#### *7. Host Organizing Committee*

1. The Host shall establish an Organizing Committee for the Event to facilitate the necessary organization and coordination between the Host and ICAO regarding the arrangements for the Event under this Agreement. These persons must be clearly distinguished from the ICAO Secretariat and shall not have operational responsibilities for the day-to-day arrangements for the meetings or services, unless so requested through the focal points designated by ICAO. The designated focal points for coordination and management of the Event and to whom all communications and notifications may be addressed will be designated by the Parties by e-mail.
2. The Head of the Host's Organizing Committee shall be responsible, in consultation with the ICAO focal point, for making and carrying out the local arrangements required for the effective functioning of the Event in accordance with this Agreement.
3. The Host shall arrange and provide, at no expense to ICAO, directly or through intermediaries, the staff of the Organizing Committee required for the Event.
4. The Host shall assume the costs of all food functions.
5. The Host shall arrange and provide, at no expense to ICAO, directly or through intermediaries and with the ICAO Secretariat consultation, the staff required to oversee all of the logistical and administrative details of this event.

6. The Government shall be responsible for coordinating and arranging for all the requirements of the Event to be provided by the Host. Without prejudice to this Agreement, the Government may conclude supplementary administrative arrangements with ICAO setting out in detail the requirements for the Event.

#### *8. Accommodation for participants*

The Host shall use its best endeavours to ensure that suitable accommodation in hotels is available at reasonable commercial rates for the Event Participants. It is understood however that hotel availability and reservations for Event Participants are not the responsibility of the Host.

#### *9. Local transport*

1. The Host shall provide, at no expense to ICAO, directly or through intermediaries, for Officials of ICAO, on their arrival for and return from the Event, transport between the airport and the designated hotel.
2. The Host shall make available a vehicle with a driver to accompany high-level ICAO Officials to attend the Event and to and from any official functions that may be organized in connection with the Event. The need for such a vehicle shall be communicated in good time to the Host by ICAO and use of these vehicles is to be coordinated between the Host and ICAO.

#### *10. Security Measures*

In coordination with the appropriate authorities, the Host shall provide such security measures as may be required to ensure the effective functioning of the Event in an atmosphere of security and tranquility free from interference or disruption of any kind, and in compliance with United Nations Security Standards.

#### *11. Publicity and marketing*

1. ICAO shall promote the Event among its Member States and interested stakeholders, and shall issue invitations to and communicate with them on all the arrangements for the Event. The activities to be undertaken by ICAO for this purpose shall include preparing, publishing and disseminating information or documents for the Event and establishing a website providing Event-related information.
2. The Host recognizes and agrees that ICAO is the exclusive programme partner for the Event.
3. The Host recognizes and agrees that the marketing and media tools of the Event developed by ICAO, such as logos and website designs, shall be under ICAO's exclusive control and subject to ICAO's applicable policies. ICAO will design, develop, maintain and operate said marketing and media tools, and will retain sole ownership of all rights pertaining to these tools.

#### *12. Privileges and immunities*

1. The Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the United Nations General Assembly on 21 November 1947 (hereinafter referred to as the "Convention"), to which the Kingdom of the Netherlands is a Party, shall be applicable as far as ICAO is concerned in respect of the Event. In particular,
  - a) Article V of the Convention shall apply to Event Participants referred to in Paragraph (1) (a) who are representatives of Member States and who produce official documentation attesting to their participation in the Event; and
  - b) Article VI and Annex III of the Convention shall apply to officials and experts of ICAO referred to in Paragraph 6 who produce official documentation attesting to their employment as officials or experts of ICAO.
2. The entry to, sojourn in transit through and exit from the Netherlands of Event Participants, and the issuance of travel Visas, where required, will be facilitated as soon as possible, provided that they take place in accordance with domestic and European Union legislation applicable in the Netherlands.
3. Privileges and immunities are granted to Event Participants and Officials of ICAO in the interest of the Event only and not for the personal benefit of the individuals themselves. ICAO shall have the right and the duty to waive the immunity of any Officials in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of ICAO.
4. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by ICAO, its officers and staff, either pursuant to the Convention or applicable agreements, conventions, laws or decrees.

#### *13. Liability*

1. The Host shall be responsible for dealing with any action, claim or other demand that may be brought against ICAO or its Officials related to any of the premises, services or facilities provided by the Host in respect of the Symposium, except where such action, claim or demand are caused by the gross negligence or willful misconduct of ICAO and its officials.

- The Host shall indemnify and hold harmless ICAO and its officials in respect of any such action, claim or demand except where such action, claim or demand is caused by the gross negligence or willful misconduct of ICAO and its officials.

#### 14. Settlement of disputes

The Parties shall endeavour to settle any dispute concerning the interpretation or application of this Agreement through friendly consultation or negotiation.

#### 15. Final provisions

- This Agreement will enter into force on the date of the note in reply and will stay in force for the duration of the Event and for such further period as is necessary for all matters relating to any of its provisions to be settled. The total duration of this Agreement, however, shall not exceed one year.
- Either Party may terminate this Agreement at any time, upon giving at least forty-five (45) days' notice ahead of the commencement of the Event, in writing, to the other Party. The end of this Agreement will not affect commitments already accruing to either Party, and the Parties shall take the necessary steps to bring all pending matters to an orderly conclusion.

ICAO proposes that this note and the Government's note in reply will together constitute an Agreement between the Kingdom of the Netherlands and the International Civil Aviation Organization (ICAO) regarding arrangements for hosting of the second ICAO symposium on assistance to aircraft accident victims and their families (AAAVF2024).

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

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### Appendix

#### ICAO Symposium on Assistance to Aircraft Accident Victims and Their Families

##### Sample requirement list

##### Resources required to host an ICAO

##### Symposium on Assistance to Aircraft Accident Victims and Their Families

**Symposium Date:** 26 to 28 November 2024

**Member State:** Kingdom of the Netherlands

#### 1. CONFERENCE FACILITIES

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Capacity of conference facility	<b>Up to 500 persons (conference style)</b>	√	
Internet: wireless access	In conference room	√	
Sound equipment (with large speakers on stands)	In conference room	√	
<b>Fixed</b> microphones (head table & podium)	Quantity: 6	√	
<b>Wireless</b> microphones (for audience)	Quantity: 4	√	
Remote (electronic for presentations)		√	
Projectors	Quantity: 2	√	
Monitor/screens (for head table to view presentations)	Quantity: 2	√	
Laptops for presentations	Quantity: 2 (with Microsoft 365 office)	√	

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Laptop software	Microsoft 365 office	√	
Wireless mouse	Quantity: 1	√	
Projection screens (for PPT presentations)	Quantity: 2 (left & right side of room)	√	
Air conditioning	Access to control	√	
Flags (Country, CAA)	Quantity: 1 (of each)	√	
Flags (ICAO)	ICAO to provide	√	
Podium and head table	To accommodate up to 6 persons (moderators & speakers)	√	
Tables and chairs	Conference style setup (rows)	√	
Interpretation equipment	Interpretation cabins; microphones; participant headsets; Region State(s) language(s)	√	
Country nameplates	ICAO to provide list of State names	√	
Paper and pens	Quantity: for each participant	√	

### 2. ICAO SECRETARIAT OFFICE & ICAO BI-LATERAL MEETING SPACE

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Computer for office space	Quantity: 1; Software Microsoft 365 office (Word, PowerPoint and Excel)	√	
Printers	Quantity: 1 to 2; reliable and fast printers (30 pages per minute)	√	
Photocopy machine (if possible)	Quantity: 1 (30 pages per minute)	√	
Desks or tables for computers/ meeting table for bi- lateral meetings	Quantity: 2 large for 2 computers; and 1 meeting table	√	
Electrical adapters/extensions	Quantity: 2 North American	√	
Electrical circuits	Quantity: 2 capacity for computers and printers	√	
E-mail/internet	High quality internet access	√	
Cell phones if possible	Quantity 2; secretariat local communication	√	
Toner	Replacement units: printers and photocopy machine	√	

### 3. ONSITE REGISTRATION (prior to Symposium start)

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Registration tables and chairs	Quantity: 3 and 6	√	
Participant Symposium badges	Prepared by venue conference services (list provided by ICAO)	√	
List of participants registered	ICAO provides on regular basis	√	
Local staff registration assistance	ICAO to oversee; minimum 2 local staff members to assist		
On-site late registration forms	ICAO to provide	√	
Documentation folders	ICAO to provide paper pocket folders	√	

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Presentations	ICAO to post presentations on Symposium website following event		√
Telephone	Secretariat office space if no cell(s) available	√	
Directional signage	indicating Symposium location	√	

#### 4. COFFEE AND LUNCH PROVISION PARTICIPANTS

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Coffee Breaks	Sponsored by Government (2 per day)	√	
Lunches	Sponsored by Government (1 per day for 3 days)	√	

#### 5. HUMAN RESOURCES ON SITE SUPPORT

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Interpreters	Host State to secure, if Symposium covers various ICAO Region languages (E,F,S,R,A,C)	√	
Drivers	If Symposium venue and staff accommodation different location	√	
Sound technician/conference services company	Host government to secure	√	
ICT Computer technician	Install equipment and support during Symposium	√	
Photographer	Photos: VIPs, group photo, Day 1	√	
Registration Assistants	Quantity: 2 for 4 days		
Room Assistants	Quantity: 2 for 4 days	√	

#### 6. OTHER REQUIREMENTS

##### 6.1 RESERVATIONS: HOTEL, AIR TRAVEL AND CONFERENCE FACILITY

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Hotel (Single rooms)	Quantity 5 (five): Reservations (provision to include breakfast, dinner, hotel room full internet)	√	
Air Travel <b>Reservation deadline:</b> 25 September 2024	Quantity 5 (five): Travel cost (ICAO staff business class in accordance with UN regulation) Sample itineraries will be provided	√	
Symposium Venue	Reservation confirmed by Host State	√	

##### 6.2 MISCELLANEOUS

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Speaker presentations	ICAO post on Symposium website following event	√	

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Participation certificates			√
Logos	Require Government/Civil Aviation Authority high-resolution logos for ICAO Symposium <b>website</b>	√	

### 6.3 PAYMENTS

ITEM	DESCRIPTION	REQUIRED	
		YES	NO
Payments in advance: (hotel/conference center)	Arranged by Host State	√	

## Nr. II

MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS

17 October 2024

Reference: MINBUZA-2024.1093580

The Ministry of Foreign Affairs of the Kingdom of the Netherlands presents its compliments to the International Civil Aviation Organization and has the honour to acknowledge receipt of ICAO's note EC 6/53 of 9 October 2024 relating to an Agreement to be concluded between the Kingdom of the Netherlands and the International Civil Aviation Organization (ICAO) regarding arrangements for hosting of the second ICAO symposium on assistance to aircraft accident victims and their families (AAAVF2024), to be held in Haarlem, the Netherlands, from 26 to 28 November 2024, which reads as follows:

(Zoals in Nr. I)

The Ministry has the honour to inform the International Civil Aviation Organisation that the proposals formulated in the note of 9 October 2024 regarding the organization of the event are acceptable to the Ministry, and that ICAO's note and this reply shall constitute an Agreement between the Kingdom of the Netherlands, on behalf of the European part of the Netherlands, and the International Civil Aviation Organization (ICAO) regarding arrangements for hosting of the second ICAO symposium on assistance to aircraft accident victims and their families (AAAVF2024), which 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 winding up. The total duration of this Agreement, however, shall not exceed one year.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to the International Civil Aviation Organization the assurances of its highest consideration.

*International Civil Aviation Organization  
Montreal*

### 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 gestelde in de op twee na laatste alinea van nota nr. I en de op één na laatste alinea van nota nr. II op 17 oktober 2024 in werking getreden.

Het in de nota's vervatte verdrag zal ingevolge dezelfde alinea's 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).

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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 nota's vervatte verdrag zal zijn bekendgemaakt in Nederland (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *zevende* november 2024.

*De Minister van Buitenlandse Zaken,*

C.C.J. VELDKAMP