27 (2026) Nr. 1

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2026 Nr. 124

A. TITEL

Briefwisseling houdende een verdrag tussen het Koninkrijk der Nederlanden en de Verenigde Naties inzake de "United Nations Strategic Force Generation and Capability Planning Workshop", te Breda, Nederland, van 16 tot en met 20 november 2026;
New York, 9 november 2026

Voor een overzicht van de verdragsgegevens, zie verdragsnummer 014284 in de Verdragenbank.

B. TEKST

Nr. I

UNITED NATIONS

New York, 30 October 2026

Excellency,

I have the honour to refer to the arrangements concerning the organization of the United Nations Strategic Force Generation and Capability Planning Workshop (hereinafter referred to as "the Workshop"). The Workshop falls within the scope of the mandate of General Assembly resolutions 46/48 of 9 December 1991, 48/42 of 10 December 1993, and 49/37 of 9 February 1995.

The Workshop, organized by the United Nations, represented by the Department of Peace Operations (hereinafter referred to as "the United Nations"), in cooperation with the Ministry of Defence of the Kingdom of the Netherlands, represented by the Permanent Mission of the Kingdom of the Netherlands to the United Nations (hereinafter referred to as "the Government"), shall be held at Breda, the Netherlands, from 16 to 20 November 2026.

The purpose of the Workshop shall be to strengthen participants' strategic and operational understanding of the military force generation process in UN peacekeeping, with particular focus on the Peacekeeping Capability Readiness System and its Rapid Deployment Level and the practical development of Statements of Unit Requirements.

1. The Workshop shall be attended by the following 30 participants, invited by the United Nations:
   a) Up to 20 representatives of United Nations Member States who shall participate as students;
   b) Up to 5 representatives from the Government who shall participate as students;
   c) Up to 5 United Nations officials as instructors and facilitators.
   The final list of participants shall be determined by the United Nations, in consultation with the Government, prior to the holding of the Workshop.
2. The Workshop shall be conducted in English.
3. The United Nations shall be responsible for:
   a) Preparing the Workshop programme, selecting, inviting, and appointing facilitators and observers specified in sub-paragraph 1(c) and selecting and inviting students specified in sub-paragraph 1(a), inviting students specified in sub-paragraph 1(b), conducting the Workshop, and preparing the final report;
   b) Arranging and covering the costs for the round-trip air travel for all the participants specified in sub-paragraphs 1(a) and 1(c);

c) Covering the costs related to the applicable daily subsistence allowance and terminal expenses in accordance with the prevailing United Nations rates for participants specified in sub-paragraphs 1(a) and 1(c);
d. Providing soft copies of the United Nations training material and Workshop certificates.

4. The Government shall be responsible for:
   a) Providing and covering the cost of the Workshop venue, including arranging the provision of one plenary conference room, four breakout rooms, one secretariat office, one coffee break area, and one plenary dining room for lunch purchase;
   b) Providing and covering the costs of accommodation for all the participants referred to in paragraph 1 for 5 nights from 15 to 20 November 2026.
   c) Arranging the provision of internet, including wireless access, telephone access, reproduction of workshop materials, office equipment and installations, Workshop facility set-up, stationery, and office supplies;
   d) Arranging the provision of one photocopier, three computers, three projectors with screens, one whiteboard, six flipcharts, and microphones for the plenary;
   e) Appointing one liaison officer and one administrative staff as required;
   f) Ensuring that adequate sanitation standards and hygiene protocols are in place for the Workshop;
   g) Providing adequate medical facilities with personnel qualified in first aid and in handling emergencies within or outside the Workshop venue and ensuring immediate transportation and admission to a proximate hospital for serious emergencies whenever required by any participant.
5. 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 (hereinafter referred to as "the Convention"), to which the Kingdom of the Netherlands is a party, since 19 April 1948, 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;
      (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 into and exit from the Kingdom of the Netherlands. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible to all participants and all persons performing functions in connection with the Workshop, provided that the general procedures governing the entry and the granting of visas are fulfilled and the conditions for entry are met. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible and in any case not later than three days before the closing of the Workshop.
6. The Government shall, at its own expense, furnish such police protection 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 police 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 senior official of the United Nations.
7. In the event that circumstances and concerns arise as a result of COVID-19 or other health emergencies whereby:
   a) The United Nations and the Government mutually agree that the Workshop is unable to proceed as scheduled or is required to be held in another format; or
   b) Either the United Nations or the Government, upon 10 days minimum advance notice in writing to the other, requests a postponement, cancellation or modification of format of the Workshop.
   The United Nations and the Government shall consult and mutually agree on the settlement of any matters arising as a result of such postponement, cancellation or modification of format of the Workshop and, in the case of a postponement or modification of format, this Agreement shall be applicable and be modified to stipulate the new dates or format of the Workshop, once mutually agreed, by exchange of letters between the United Nations and the Government.
8. In the event of a postponement or cancellation of the Workshop pursuant to paragraph 7, 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.

9. 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 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 paragraph 7 above;
   and the Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand.
10. 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 be resolved by negotiations or any other mutually 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.
11. I further propose that upon receipt of your Government's confirmation in writing of the above, the exchange of letters shall constitute an Agreement between the United Nations and the Kingdom of the Netherlands concerning the United Nations Strategic Force Generation and Capability Planning 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.

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

JEAN-PIERRE LACROIX
Under-Secretary-General Department of Peace Operations

Her Excellency
Ms. Lise Gregoire-van Haaren
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

New York, 9 November 2026

Dear Under-Secretary-General,

I have the honour to refer to your letter of 30 October 2026 relating to an Agreement to be concluded between the Kingdom of the Netherlands, in respect of the European part of the Netherlands, and the United Nations concerning the United Nations Strategic Force Generation and Capability Planning Workshop, to be held in Breda, the Netherlands, from 16 to 20 November 2026, which reads as follows:

(Zoals 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 your letter of 30 October 2026 regarding the organization of the Workshop. Furthermore, I am authorized to state that the Government of the Netherlands considers your letter and this reply as together constituting an Agreement between the Kingdom of the Netherlands, in respect of the European part of the Netherlands, and the United Nations concerning the United Nations Strategic Force Generation and Capability Planning Workshop, 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.

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

LISE GREGOIRE-VAN HAAREN
Permanent Representative of the Kingdom of the Netherlands to the United Nations

Jean-Pierre Lacroix
Under-Secretary-General
Department of Peace Operations
United Nations

D. PARLEMENT

Het in de brieven vervatte verdrag behoeft ingevolge artikel 7, aanhef en 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. I en brief nr. II op 9 november 2026 in werking getreden.

Het in de brieven 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 brieven vervatte verdrag voor Nederland (het Europese deel).

Uitgegeven de *dertiende* november 2026.

De Minister van Buitenlandse Zaken,

T.B.W. BERENDSEN

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