

No. 6289

**UNITED STATES OF AMERICA
and
NETHERLANDS**

**Exchange of notes constituting an agreement relating to the
use of Zanderij Airport by United States Government
aircraft. Paramaribo, 24 April 1962**

Official text: English.

Registered by the United States of America on 28 August 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
PAYS-BAS**

**Échange de notes constituant un accord relatif à l'utilisation
de l'aéroport de Zanderij par les aéronefs du Gouverne-
ment des États-Unis. Paramaribo, 24 avril 1962**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 28 août 1962.

No. 6289. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE NETHERLANDS RELATING TO THE USE OF ZANDERIJ AIRPORT BY UNITED STATES GOVERNMENT AIRCRAFT. PARAMARIBO, 24 APRIL 1962

I

The American Consul General to the Minister-President of Surinam

AMERICAN CONSULATE GENERAL

Paramaribo, April 24, 1962

Excellency :

I have the honor to refer to recent discussions which have taken place between representatives of the Government of the United States of America and the Government of Surinam regarding the use of Zanderij Airport by United States aircraft.

As a result of these discussions, the following understandings were reached :

1. *a.* The term "United States personnel", as used herein, includes members and civilian employees of the United States Armed Forces who are present in Surinam pursuant to this agreement.

b. The term "aircraft", with reference to its usage in this agreement, is defined as unarmed military and other aircraft owned or operated by or on behalf of the United States Government.

2. The Government of Surinam by this exchange of notes grants permission to aircraft operated by or on behalf of the United States, subject to compliance with International Civil Aviation Organization requirements and local traffic control procedures, to overfly Surinam and to use Zanderij Airport and the facilities thereof. United States personnel, together with their dependents, may be stationed in Surinam to perform necessary functions in connection with these activities.

3. *a.* No landing charges will be made by the Government of Surinam against the United States Government for use of Zanderij Airport by aircraft operated by or on behalf of the United States.

b. The United States shall reimburse the Government of Surinam, retroactive to May 1, 1960, for that portion of the cost of operating and maintaining the airport facilities at Zanderij reasonably attributable to use of the field by the United States Government.

¹ Came into force on 24 April 1962 by the exchange of the said notes.

The amount of such reimbursement shall be subject to agreement between the appropriate authorities of the two Governments.

4. Customs laws and regulations in force in Surinam shall not apply to the entry into or departure, from Surinam, of aircraft operated by or on behalf of the United States, nor shall such laws and regulations apply to the importation into or exportation or exportation from Surinam pursuant to this Agreement of United States Government property. The laws in effect in Surinam with respect to passport and visa requirements, immigration, and registration and control of aliens shall not apply to United States personnel or their dependents. No duties or other import or export taxes shall be imposed upon the personal effects and household goods, including privately owned automobiles, and aircraft of United States personnel or their dependents.

5. *a.* No property of the United States which is in Surinam in connection with operations under this agreement shall be subject to Surinam taxes. The United States Government may purchase locally, free of all readily identifiable taxes, such goods and services as it may desire to procure for its operations in Surinam pursuant to this agreement.

b. United States personnel and their dependents shall not be subject to taxation on salary and emoluments received from the United States Government, or on other income derived from sources outside Surinam, or on any personal moveable property the presence of which in Surinam is due solely to the temporary presence there of such personnel and their dependents. Periods during which United States personnel and their dependents are present in Surinam shall not be considered as periods of residence or domicile for Surinam tax purpose.

6. *a.* United States military personnel in Surinam for purposes of this agreement shall, with respect to offenses affecting only United States personnel, property, or security, or committed in the performance of official duty be subject only to United States jurisdiction.

b. The United States and Surinam each agree to give sympathetic consideration to a request by the other party to waive its jurisdiction with respect to offenses deemed by the requesting party to be of particular importance.

c. United States authorities will take all appropriate measures to insure respect for laws of Surinam by United States personnel.

d. United States military personnel who have been arrested or apprehended whether by Surinam authorities or by the United States authorities, will be retained in custody by the United States authorities in Surinam, who shall produce the personnel concerned, upon request by the Surinam authorities, for investigation, identification, or trial.

7. The United States agrees to pay just and reasonable compensation, in accordance with the terms and conditions of its applicable foreign claims legislation, in settlement of meritorious claims arising out of the activities of the United States Armed Forces or United States personnel.

8. The appropriate authorities of Surinam and the United States will cooperate in making administrative arrangements to give effect to this agreement and to resolve any

practical questions which may from time to time arise from presence in Surinam of personnel or aircraft of the United States.

9. This agreement shall remain in force for ten years.

I have the honor to propose that if these understandings meet with the approval of the Government of the Kingdom of the Netherlands, the present note and Your Excellency's note in reply concurring therein shall constitute an agreement between our¹ two Governments, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Paul L. GUEST

His Excellency S. D. Emanuels
Minister-President of Surinam
Paramaribo

II

The Minister-President of Surinam to the American Consul General

Paramaribo, April 24, 1962

To the Consul-General
of the United States of America

I have the honour to acknowledge receipt of your note, dated April 24, 1962, and I have been authorized by the Government of the Kingdom of the Netherlands to accept your proposals for an Agreement between the Government of the Kingdom and the United States Government with regard to the use of Zanderij Airport by United States aircraft, on the following terms.

[*See note I*]

I have the honour to inform you that the Government of the Kingdom of the Netherlands regard your note and the present reply as constituting an agreement between the two Governments, which shall come into force on the date of the receipt of this note.

Minister-President of Surinam :

S. D. EMANUELS

¹ According to the information provided by the United States of America this word should read "the".