

No. 11531

NETHERLANDS
and
EUROPEAN SPACE RESEARCH ORGANISATION

Agreement on the establishment and operation of the European Space Technology Centre (with annexes, map and exchange of letters). Signed at The Hague on 2 February 1967

Authentic texts of the Agreement, annexes and map: Dutch, English and French.

Authentic text of the exchange of letters: French.

Exchange of letters constituting an agreement on regulations concerning the interpretation and application of the above-mentioned Agreement (with annex and related exchange of letters). Paris, 1 July 1967

Authentic text of the letters: French.

Authentic texts of the annex: Dutch, English and French.

Registered by the Netherlands on 27 January 1972.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE EUROPEAN SPACE RESEARCH ORGANISATION ON THE ESTABLISHMENT AND OPERATION OF THE EUROPEAN SPACE TECHNOLOGY CENTRE

The Kingdom of the Netherlands, on the one part, and the European Space Research Organisation, on the other part,

Whereas the European Space Technology Centre referred to in article VI (a) of the Convention for the Establishment of a European Space Research Organisation opened for signature in Paris on 14th June 1962,² is to be established at Noordwijk (Netherlands) in pursuance of a resolution adopted at the Conference of Plenipotentiaries held in Paris on 14th June 1962, and amended by the Decision of 22nd October 1964 of the Council of the said Organisation,

Whereas an Agreement on the establishment of the European Space Technology Centre shall be concluded between the Kingdom of the Netherlands and the European Space Research Organisation in pursuance of paragraph 3 of article XIV of the said Convention,

Whereas, in pursuance of article 30 of the Protocol on Privileges and Immunities of the European Space Research Organisation opened for signature in Paris on 31st October 1963,³ a Complementary Agreement may be concluded between the Kingdom of the Netherlands and the Organisation to give effect to the provisions of the Protocol as regards the Netherlands, and other arrangements too, may be made to ensure the efficient functioning of the Organisation and to safeguard its interests,

Desirous of making all the provisions necessary or desirable for the establishment and functioning of the said Centre,

Have agreed as follows:

¹ Came into force on 31 July 1967, i.e. 30 days after the date of the last of the notifications by which the Contracting Parties informed each other of the completion of the formalities required on their part, in accordance with article 28.

² United Nations, *Treaty Series*, vol. 528, p. 33.

³ *Ibid.*, vol. 805, No. I-11473.

Article 1

In this Agreement

- a) the term "Organisation" shall mean the European Space Research Organisation;
- b) the term "State": the State of the Netherlands;
- c) the term "Convention": the Convention for the Establishment of a European Space Research Organisation opened for signature in Paris on 14th June 1962;
- d) the term "Centre": the European Space Technology Centre;
- e) the term "Government": the Netherlands Government;
- f) the term "Protocol": the Protocol on Privileges and Immunities of the European Space Research Organisation opened for signature in Paris on 31st October 1963.

PART I

ESTABLISHMENT OF THE CENTRE

Article 2

(1) An *erfpachtsrecht* and a *recht van opstal*, both within the meaning of Netherlands law, shall be created in favour of the Organisation by a notarial deed in respect of the site situated in the municipality of Noordwijk and marked by shading on the map attached to annex I to the present Agreement. The notarial deed shall be entered in the appropriate public registers as soon as possible after the entry into force of the present Agreement.

(2) The notarial deed referred to in paragraph 1 of this article shall stipulate, *inter alia*, that:

- a) the *canon* (annual charge) will amount to one guilder;
- b) the *erfpachtsrecht* and *recht van opstal* will be of the same duration as the present Agreement without prejudice to article 30 of the Agreement;
- c) Article XIX of the Convention will apply on the expiry of the *erfpachtsrecht* and *recht van opstal* in the event of the termination of the present Agreement in pursuance of article 31 of the Agreement as a result of the dissolution of the Organisation; in this case the State shall pay to the Organisation the value of the buildings and installations erected on the site, this in conform-

ity with the relevant provisions of the Netherlands Civil Code, it being understood that the State shall never have to pay more than covers the benefit redounding to the State from the change of ownership; if, however, no suitable use can be made of the buildings and installations concerned by reason of national town and country planning requirements, the Organisation will be under an obligation to remove the buildings and installations at its own expense;

- d) on the expiry of the *erfpachtsrecht* and *recht van opstal* in the event of the termination of the present Agreement as a result of the denunciation by the Kingdom of the Netherlands of the present Agreement in pursuance of article 29 of the Agreement, the State and the Organisation will determine by common accord the terms on which the buildings and installations erected on the site will change hands; if within a period of twelve months after the termination of the present Agreement no such accord has been reached, the Organisation will remove at its own expense the buildings and installations and will hand over the site to the State in good condition and to the satisfaction of the State;
- e) Article XVII of the Convention will apply on the expiry of the *erfpachtsrecht* and the *recht van opstal* in the event of the termination of the present Agreement in pursuance of paragraph 1 of article 30 of the Agreement;
- f) on the expiry of the *erfpachtsrecht* and *recht van opstal*, the State will have the opinion to purchase within six months any surplus movable equipment belonging to the Organisation in the Netherlands.

(3) The notarial deed will also specify that, if the Organisation does not waive its immunity in accordance with article 14 (a) of the present Agreement, any dispute relating to the interpretation or application of the provisions of the notarial deed shall at the request of either party be submitted to private arbitration on the lines of article 25 of the Protocol.

The arbitral award will be given by three arbitrators, of which one appointed by the State, one by the Organisation and the third, who will be the chairman, by the said two arbitrators.

If, within three months from the date of submission to arbitration, either party fails to appoint the arbitrator referred to above, the President of the Supreme Court of the Netherlands will be invited to nominate the arbitrator at the request of the other party. The same procedure will be resorted to at the request of either party, if, within one month from the date of the appointment of the second arbitrator, the first two arbitrators are unable to agree on the appointment of the third arbitrator.

The arbitrators will hold their meetings in the Netherlands. The law applicable and the procedure of the arbitration will be that of the Netherlands.

There shall be no right of appeal against the award of the arbitrators.

In case of a dispute concerning the import or scope of the award it shall be incumbent upon the arbitrators to interpret it at the request of either party.

Article 3

(1) The Government undertakes to carry out, at its own expense, the obligations in connection with the site referred to in paragraph 1 of article 2 of the present Agreement, as set out in annex II to the present Agreement.

(2) The Government shall be kept regularly informed by the Organisation of such chemical substances as may be discharged into the drains of the Centre and of the approximative quantity and temperature of the effluent.

(3) The Organisation shall take reasonable precautions to ensure that during any construction on the site no damage whatsoever is done to local agricultural interests.

Article 4

(1) The Government shall arrange for the necessary building licences to be issued for the buildings and installations the Centre requires for its operations.

(2) The Government shall ensure that the Organisation can make use of the radio frequencies the Centre requires for its operations. These frequencies shall be chosen by the Organisation in agreement with the competent Netherlands authorities and in accordance with the rules of the International Telecommunications Union. The competent Netherlands authorities shall be responsible for taking any necessary national or international steps.

The Organisation shall enjoy the same protection as the State's radio-communications with regard to any harmful interferences caused by radio transmissions under its control and, as far as possible, by electrical equipment and installations outside the Centre.

In accordance with the rules of the International Telecommunications Union, the Government shall use its best endeavours to have any harmful

interference, caused by radio transmissions that are not under its control, eliminated.

(3) The Organisation shall be consulted if in future a new air traffic lane would have to pass over the site.

Article 5

The Government undertakes to lend its assistance in obtaining educational facilities for the children of staff members of the Organisation, should such assistance be required.

PART II

GENERAL CONDITIONS

Article 6

(1) The Government retains the right to take all precautionary measures necessary in the interests of the security of the State. Should the Government take any such precautions, it shall approach the Organisation as soon as circumstances allow, in order to determine what steps should be taken to safeguard the Organisation's interests.

(2) The Organisation shall collaborate with the Netherlands authorities to avoid any prejudice to security resulting from the activities of the Organisation.

Article 7

Subject to the provisions of the Protocol, the activities of the Organisation, of its agents and of the persons referred to in article 17 of the Protocol, in the Netherlands shall be governed by Netherlands law.

Article 8

(1) The Organisation shall be responsible for any injury or damage resulting from the activities on Netherlands territory of the Organisation, of its agents and of the persons referred to in article 17 of the Protocol, acting or failing to act within the limits of their functions. This liability shall be governed by Netherlands law, subject to the provisions of the Protocol.

(2) The Organisation shall hold the Government harmless from any obligation arising out of an award that may have been made against the Government at the request of a third party, as a consequence of the activities mentioned in paragraph 1 of this article.

Article 9

For the implementation of articles 7 and 8 of this Agreement, the Organisation shall be deemed to have its domicile at the Centre.

Article 10

(1) The Organisation shall cover its liabilities under article 8 of this Agreement by insurance.

(2) The insurance policy shall be taken out with an insurance company authorized to do indemnity insurance business in the Netherlands.

(3) The terms of the insurance policy shall be determined in consultation with the Netherlands authorities.

(4) The insurance contract shall provide for the right for any person suffering injury or damage for which the Organisation is liable to bring an action for compensation directly against the insurer.

Article 11

Any special project carried out under article VIII of the Convention, shall for the purpose of this Agreement, be considered part of the activities of the Organisation.

Article 12

A joint consultative committee shall be established to facilitate the implementation of this Agreement by consultation between the Netherlands authorities concerned and the Organisation. The chairman of the committee shall be appointed by the Government.

PART III

PRIVILEGES AND IMMUNITIES

Article 13

For the pursuit of its official activities within the territory of the Netherlands, the Organisation shall enjoy the privileges and immunities defined in the Protocol in accordance with the provisions for its implementation, as contained in this Part.

Article 14

The Organisation

- a) shall waive its immunity of jurisdiction and execution in the case of a dispute relating to the interpretation or application of the provisions of the notarial deed referred to in Article 2 of the present Agreement, unless in the opinion of the Council of the Organisation, the matter involves a principle of such importance that it cannot agree to waive its immunity;
- b) shall ensure that paragraph 1 (a) of article 4 of the Protocol is applied in such a manner that in any case of a dispute covered by paragraph 1 of article 26 of the Protocol, the value of which in litigation does not exceed 10.400 units of account, and which cannot be settled by agreement, the immunity shall be waived, unless, in the opinion of the Council of the Organisation, the matter involves a principle of such importance that it cannot agree to waive its immunity.

Article 15

(1) The exemption referred to in paragraph 1 of article 5 of the Protocol shall also apply to all direct taxes, dues and levies imposed by a province, municipality or *waterschap* without prejudice to the provisions of paragraph 3 of the said article.

(2) The Organisation shall, on application, be granted exemption from motor-vehicle tax in respect of its motor-cars used for official purposes.

Article 16

(1) The following taxes and duties shall be considered to fall under paragraph 2 of article 5 of the Protocol, on the date of the signature of the present Agreement:

- a) Turnover tax on goods supplied or services rendered to the Organisation;
- b) Excise duties on goods;
- c) Importation taxes on goods that are in free circulation in the Netherlands;
- d) Registration dues and stamp duties.

(2) Regulations concerning the application of paragraph 1 of this article shall be agreed upon in writing between the competent Netherlands authorities and the Organisation. Such regulations can be modified from time to time in the light of experience gained.

Article 17

(1) The Organisation shall be granted direct exemption from all taxes, dues and levies imposed upon or in respect of importation of the goods referred to in article 6 of the Protocol.

(2) Goods imported, exported or transferred in accordance with article 6 and paragraph 2 of article 9 of the Protocol may, if they are transported by a courier as hand luggage, be declared for importation and exportation, in accordance with special arrangements to be made between the appropriate Netherlands authorities and the Organisation.

Article 18

(1) If the Organisation should sell or give away any of the goods referred to in paragraph 1 of article 9 of the Protocol to a third party, it shall declare the goods for importation and pay the taxes, dues and levies in respect of such goods.

(2) The value stated on the declaration for importation shall be the value of the goods on the date of declaration; the tariff in force on the date of declaration shall apply to such goods.

(3) If the Organisation intends to sell or give away any of the goods referred to in paragraph 1 of article 9 of the Protocol to a third party, it shall consult with the competent Netherlands authorities in so far as the Government considers the exportation of the goods to affect the international obligations of the Netherlands.

Article 19

(1) Shall be deemed to be official communications within the meaning of article 12 of the Protocol *inter alia*, letters and other forms of communication addressed to the Centre, or to the persons referred to in articles 15, 16 and 17 of the Protocol who discharge their functions in the Netherlands, and sent by other Establishments of the Organisation, international institutions or by authorities of the Member States of the Organisation, and letters and other forms of communication despatched by the Centre or by the aforementioned persons to other Establishments of the Organisation international institutions or to authorities of the Member States of the Organisation.

(2) The Organisation may despatch the letters and other forms of communication referred to in the first paragraph of this Article, in a closed bag in accordance with arrangements to be made between the appropriate Netherlands authorities and the Organisation.

(3) It is not possible for the Organisation to use for its telegraphic or telex messages any code or cipher system which is known to the Post Office authorities as prohibited in the country of destination.

Article 20

The persons referred to in articles 15 and 16 of the Protocol who discharge their functions in the Netherlands shall not be refused permission to avail themselves of housing accommodation, subject to the provisions of the Decree of the Minister of Social Work of the Netherlands dated 25th November 1964, No. U 51853.

Article 21

The term “representatives of Member States” in article 14 of the Protocol shall be deemed to include all the representatives and alternate representatives attending meetings of the Council of the Organisation and of its subordinate bodies. Furthermore, it shall be clearly understood that if the President and the Vice-Presidents of the Council, the Chairman and the Vice-Chairmen of the subordinate bodies and the members of the Audit Commission cease to act as national representatives, they shall remain covered by the provisions of article 14 of the Protocol.

Article 22

(1) In application of article 15 of the Protocol, the Director General of the Organisation shall enjoy, while discharging his functions in the Netherlands, the privileges and immunities to which the head of a diplomatic mission is entitled under the provisions of the Vienna Convention on diplomatic relations.

(2) In addition to the privileges and immunities provided in article 16 of the Protocol, the official referred to in paragraph 1 (c) of article XI of the Convention shall enjoy, in application of article 15 of the Protocol, while discharging his functions in the Netherlands, the privileges and immunities to which a diplomatic agent is entitled under the provisions of the Vienna Convention on diplomatic relations.

Article 23

The staff members of the Organisation who discharge their functions in the Netherlands:

- a) shall not require working permits;
- b) shall not require residence permits, nor shall they be subject to the regulations in respect of aliens' registration, provided they hold personal identity cards as described under *d*);
- c) shall be granted the facility referred to in article 20 of this Agreement on showing the personal identity cards described under *d*);
- d) shall each have a personal identity card issued by the Organisation showing names, date and place of birth, nationality, number of passports (aliens only), photograph and signature; the identity cards shall be certified by the Minister of Foreign Affairs of the Kingdom of the Netherlands;
- e) shall not be subjected to the application of the provision in respect of point 6 contained in article 33 of the *Besluit Bevolkingsboekhouding* (Population Registers Administration Decree, 31st March 1936, "Bulletin of Acts, Orders and Decrees", No. 342);
- f) shall enjoy the same foreign currency facilities as do the officials of foreign diplomatic missions in the Kingdom of the Netherlands; consequently, they shall be treated as residents within the meaning of Article 2, under *d*), of the *Deviezenbekendmaking 2/61* (Foreign Currency Order 2/61,

11th September 1961, "Supplement to the Netherlands Government Gazette" No. 179 of 14th September 1961).

Article 24

The Government may exercise the right described in the latter part of the second sentence of paragraph 1 of article 18 of the Protocol.

Article 25

(1) The Organisation, its Director General and the Staff Members to whom the Organisation's social security scheme applies shall be exempt from all compulsory contributions to the Netherlands social security organisations. Consequently, they shall not be covered against the risks described in the Netherlands social security regulations.

(2) The Centre shall provide the board of the "Sociale Verzekeringsbank" (Social Insurance Bank) with relevant information concerning persons not insured under the provisions of the previous paragraph in pursuance of the *Algemene Ouderdomswet* (General Old Age Pension Act, 31st May 1956, "Bulletin of Acts, Orders and Decrees" No. 281).

Article 26

(1) Any person authorized to enter any place under any legal provision or on the strength of the law as described in paragraph 1 of article 22 of the Protocol shall not exercise that authority in respect of the site referred to in article 2 of the present Agreement unless permission to do so has been given by or on behalf of the Director of the Centre, acting under powers permanently delegated by the Director General.

(2) The Director of the Centre, or the person acting on his behalf, shall give his consent forthwith if the person referred to in paragraph 1 of the present article

- a) has written authority given by the Attorney-General of the Court of Justice at The Hague;
- b) is a Public Prosecutor, or an examining magistrate, or is authorized to enter any place against the will of the rightful occupier in pursuance of Section 22 of the *Wet buitengewone bevoegdheden burgerlijk gezag* (Civil

Authority (Extraordinary Powers) Act, 23rd June 1952, "Bulletin of Acts, Orders and Decrees" No. 361) or in pursuance of the *Oorlogswet voor Nederland* (Netherlands War Act, 16th July 1964, "Bulletin of Acts, Orders and Decrees" No. 337).

Article 27

(1) Netherlands subjects discharging their functions in the Netherlands shall not enjoy the privileges and immunities described under (a), (e), (f) and (g) of paragraph 1 of article 14, in article 15, under (e) and (g) of article 16, and under (c) of article 17 of the Protocol and under (e) of article 23 of the present Agreement.

(2) The Netherlands subjects, referred to in articles 15 and 16 of the Protocol, whose names have, by reason of their duties, been entered on a list drawn up by the Director General of the Organisation and approved by the Minister of Defence of the Kingdom of the Netherlands, shall be exempt from military service. In the event of other Netherlands subjects being called up for military service, the Minister of Defence of the Kingdom of the Netherlands shall, at the request of the Director General of the Organisation, grant them such deferment as will be necessary to avoid the interruption of essential work.

PART IV

FINAL PROVISIONS

Article 28

Each Party shall notify the other of the completion of the formalities required on its part with a view to the entry into force of the present Agreement, which will take place thirty days after the date of the last notification.

Article 29

The Kingdom of the Netherlands shall have the right to denounce the present Agreement if the site referred to in paragraph 1 of article 2 of the present Agreement is either not being used for the Organisation's purposes as described in articles II, VIII and XIII of the Convention or will evidently

no longer be used at all. In this case, the present Agreement shall terminate one year after the date on which the Kingdom of the Netherlands gave notice of the denunciation to the Organisation.

Article 30

(1) In the event of the Kingdom of the Netherlands denouncing the Convention, in accordance with paragraph 1 of article XVII of the Convention, the present Agreement shall terminate on the date on which the denunciation takes effect.

(2) On the termination of the present Agreement in accordance with paragraph 1 of the present article, the Government is prepared to enter forthwith into negotiations with the Organisation with a view to concluding a special agreement within the meaning of paragraph 2 of article XVII of the Convention.

(3) Pending the outcome of these negotiations the provisions of this Agreement and of the notarial deed referred to in article 2 of the present Agreement, and the rights and obligations deriving therefrom, shall remain applicable.

Article 31

In the event of the dissolution of the Organisation under the terms of the Convention, the present Agreement shall terminate on the date of the dissolution.

Article 32

(1) Any dispute arising out of the interpretation or application of this Agreement that cannot be settled between the Parties in any other way shall be submitted to arbitration at the request of either Party.

(2) The award shall be given by three arbitrators. One arbitrator shall be appointed by the Government, one by the Organisation and a third arbitrator, who shall be the Chairman, shall be appointed by the said two arbitrators.

(3) The arbitrators shall be appointed from the panel referred to in paragraph 2 of article 27 of the Protocol.

(4) If within three months from the date of submission to arbitration either Party fails to appoint the arbitrator referred to in paragraph 2 of this

article, the President of the International Court of Justice shall be invited to appoint the arbitrator at the request of the other Party. The same procedure shall be resorted to at the request of either Party, if within one month from the date of the appointment of the second arbitrator the first two arbitrators are unable to agree on the appointment of the third arbitrator.

(5) The arbitration procedure to be followed shall be that provided for in paragraph 4 of article 27 of the Protocol.

(6) There shall be no right of appeal against the award of the arbitrators; it shall be final and binding on the Parties. In case of a dispute concerning the import or scope of the award it shall be incumbent upon the arbitrators to interpret it at the request of either Party.

IN WITNESS WHEREOF the undersigned representatives, being duly authorized thereto, have appended their signatures to this Agreement.

DONE at The Hague this second day of February 1967, in two original copies in the Netherlands, English and French languages, the three texts being equally authoritative.

For the Kingdom of the Netherlands:

J. LUNS

For the European Space Research Organisation:

P. AUGER

ANNEX I TO THE AGREEMENT BETWEEN THE KINGDOM OF THE
NETHERLANDS AND THE EUROPEAN SPACE RESEARCH ORGANI-
SATION ON THE ESTABLISHMENT AND OPERATION OF THE
EUROPEAN SPACE TECHNOLOGY CENTRE

DESCRIPTION OF THE SITE REFERRED TO IN ARTICLE 2 OF THE AGREEMENT

The site referred to in paragraph 1 of Article 2 of the Agreement is indicated by the shading on the map attached to this Annex.¹

¹ See insert in a pocket at the end of this volume.

ANNEX II TO THE AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE EUROPEAN SPACE RESEARCH ORGANISATION ON THE ESTABLISHMENT AND OPERATION OF THE EUROPEAN SPACE TECHNOLOGY CENTRE

DESCRIPTION OF THE OBLIGATIONS OF THE NETHERLANDS GOVERNMENT REFERRED TO IN PARAGRAPH 1 OF ARTICLE 3 OF THE AGREEMENT

Construction—starting period

- (1) The Government shall be responsible for:
- a) building road C, as indicated in the annex I attached to the Agreement between Zwarteweg and Domeinweg, as an unsurfaced road 8 metres wide;
 - b) carrying out the initial repairs to Domeinweg, from the junction with Road C to the Northern end of the site;
 - c) providing the temporary hut for the transformer;
 - d) providing the 10 KV low-tension transformer and the 10 KV equipment. The Centre shall be supplied with 500 KVA, low tension;
 - e) providing the 4"-diameter water conduit, as proposed by the Noordwijk Water Company, between Zwarteweg water main and the Environmental Testing Building.

Establishment

- (2) The Government shall be responsible for:
- a) ensuring the connection between Road C and Zwarteweg South; target completion date: 1 October 1965;
 - b) ensuring that the part of Domeinweg running alongside the buildings that will be available on 1 June 1966, is closed to traffic by that date.

(3) a) The Government shall provide the installations and cables required for the supply of a power of 1 MVA at 10 KV as from 1 October 1965; of 5 MVA at 10 KV in April 1966, and of 10 MVA at 10 KV in 1970.

b) The Government shall provide the 50 KV/10 KV substation, together with the necessary switchgear and meters at the 10 KV output side.

(4) For the supply of water the Government shall be responsible for the construction of a pipe up to the boiler house of the Centre. That pipe shall have a diameter of 8 inches, a maximum capacity of 500 m³ a day at 15 litres per second under a pressure of 20 m; completion date: 1 October 1965.

(5) a) The Government shall be responsible for connecting the drains of the Centre at the north side of the building to the Zwarteweg main drain.

b) The Government shall provide the drains of Road C by construction of gutters alongside the road.

ÉCHANGE DE LETTRES — EXCHANGE OF LETTERS

[TRANSLATION¹ — TRADUCTION²]

I

La Haye, le 2 février 1967

The Hague, 2nd February 1967

Monsieur le Ministre,

Your Excellency,

Me référant à l'Accord entre l'Organisation européenne de recherches spatiales et le Royaume des Pays-Bas sur la création et le fonctionnement du Centre européen de technologie spatiale, accord signé ce jour-ci, j'ai l'honneur de suggérer que les dispositions dudit Accord soient déclarées applicables, *mutatis mutandis*, au Laboratoire européen de recherches spatiales qui doit être créé à Noordwijk (Pays-Bas) conformément à la décision en date du 28 juillet 1965 du Conseil de l'Organisation européenne de recherches spatiales.

With reference to the Agreement between the European Space Research Organisation and the Kingdom of the Netherlands on the Establishment and Operation of the European Space Technology Centre, which Agreement was signed today, I have the honour to propose that the provisions of that Agreement be made to apply, *mutatis mutandis*, to the European Space Research Laboratory to be established at Noordwijk (Netherlands) in pursuance of the decision of the Council of the European Space Research Organisation, taken on 28th July 1965.

Si cette suggestion est acceptable pour le Gouvernement du Royaume des Pays-Bas, j'ai l'honneur de proposer que la présente lettre et la réponse affirmative de Votre Excellence constituent un accord à ce sujet entre l'Organisation et le Royaume des Pays-Bas, qui aura effet à la date de l'entrée en vigueur de l'Accord susvisé.

If this proposal is acceptable to the Government of the Kingdom of the Netherlands, I also have the honour to propose that this letter and Your Excellency's reply, if it is in the affirmative, constitute an agreement between the Organisation and the Kingdom of the Netherlands on this subject, and take effect on the date of the entry into force of the Agreement referred to above.

¹ Translation supplied by the Government of the Netherlands.

² Traduction fournie par le Gouvernement néerlandais.

Je saisis cette occasion pour renouveler à Votre Excellence les assurances de ma très haute considération.

P. AUGER

Son Excellence
M. J. M. A. H. Luns
Ministre des Affaires Etrangères
du Royaume des Pays-Bas
La Haye

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

P. AUGER

His Excellency
Mr. J. M. A. H. Luns
Minister of Foreign Affairs
of the Kingdom of the Netherlands
The Hague

II

La Haye, le 2 février 1967

The Hague, 2nd February 1967

Monsieur le Directeur Général,

Sir,

J'ai l'honneur d'accuser réception de votre lettre en date de ce jour, ainsi conçue :

I have the honour to acknowledge receipt of your letter of today's date, reading :

[*Voir lettre I*]

[*See letter I*]

J'ai l'honneur de vous informer que les propositions contenues dans la lettre précitée sont acceptables pour le Gouvernement du Royaume des Pays-Bas, de sorte que votre lettre et la présente réponse constituent un accord entre le Royaume des Pays-Bas et l'Organisation concernant le Laboratoire européen de recherches spatiales, lequel accord aura effet à la date de l'entrée en vigueur de l'Accord entre le Royaume des Pays-Bas et l'Organisation européenne de recherches spatiales sur la création et le fonctionnement du Centre européen de technologie spatiale.

I have the honour to inform you that the proposals set forth in the above-mentioned letter are acceptable to the Government of the Kingdom of the Netherlands, so that your letter and this reply shall constitute an agreement between the Kingdom of the Netherlands and the Organisation concerning the European Space Research Laboratory, which agreement shall take effect on the date of the entry into force of the Agreement between the Kingdom of the Netherlands and the European Space Research Organisation on the Establishment and Operation of the European Space Technology Centre.

Je saisis cette occasion pour vous renouveler les assurances de ma haute considération.

J. LUNS

M. le Prof. P. Auger
Directeur Général de l'Organisation
européenne de recherches spatiales
La Haye

I avail myself of this opportunity to renew to you the assurance of my high consideration.

J. LUNS

Prof. P. Auger
Director General of the European
Space Research Organisation
The Hague

ON THE ESTABLISHMENT
AND OPERATION OF THE
EUROPEAN SPACE TECHNO-
LOGY CENTRE

ET LE FONCTIONNEMENT DU
CENTRE EUROPÉEN DE
TECHNOLOGIE SPATIALE

I

AMBASSADE VAN HET KONINKRIJK
DER NEDERLANDEN
AMBASSADE ROYALE DES PAYS-BAS

[TRANSLATION — TRADUCTION]

EMBASSY OF THE KINGDOM
OF THE NETHERLANDS

Paris, le 1^{er} juillet 1967

Paris, 1 July 1967

Monsieur le Directeur Général,

Sir,

Au sujet de l'Accord entre le Royaume des Pays-Bas et l'Organisation européenne de recherches spatiales sur la création et le fonctionnement du Centre européen de techno-

With reference to the Agreement between the Kingdom of the Netherlands and the European Space Research Organisation on the Establishment and Operation of the European

¹ Came into force on 31 July 1967, the date of entry into force of the Agreement of 2 February 1967, in accordance with the provisions of the said letters.

² See p. 162 of this volume.

¹ Entré en vigueur le 31 juillet 1967, date de l'entrée en vigueur de l'Accord du 2 février 1967, conformément aux dispositions desdites lettres.

² Voir p. 163 du présent volume.

logie spatiale, accord signé à La Haye, le 2 février 1966^{1, 2}, et qui entrera en vigueur le 31 juillet 1967, j'ai l'honneur de vous informer, conformément aux instructions reçues, que le Gouvernement du Royaume des Pays-Bas est disposé à conclure un second accord avec l'Organisation européenne de recherches spatiales sur les dispositions concernant l'interprétation et l'application du premier.

Si les Dispositions, annexées à la présente lettre, sont acceptables pour l'Organisation européenne de recherches spatiales, je me permets de vous proposer que cette lettre et votre réponse affirmative constituent un second accord entre le Gouvernement du Royaume des Pays-Bas et l'Organisation, qui entrera en vigueur également le 31 juillet 1967.

Je saisis cette occasion pour vous renouveler les assurances de ma haute considération.

A. BENTINCK
Ambassadeur des Pays-Bas

Monsieur le Professeur P. Auger
Directeur Général
de l'Organisation européenne
de recherches spatiales
Paris

Space Technology Centre, signed at The Hague on 2 February 1966^{1, 2}, which will enter into force on 31 July 1967, I have the honour to inform you, in accordance with instructions received, that the Government of the Kingdom of the Netherlands is prepared to conclude a second agreement with the European Space Research Organisation on Regulations concerning the interpretation and application of the first Agreement.

If the Regulations annexed to this letter are acceptable to the European Space Research Organisation, I would propose to you that this letter and your affirmative reply shall constitute a second agreement between the Government of the Kingdom of the Netherlands and the Organisation, which shall also enter into force on 31 July 1967.

Accept, Sir, etc.

A. BENTINCK
Ambassador of the Netherlands

Professor P. Auger
Director General of the European
Space Research Organisation
Paris

¹ Voir p. 163 du présent volume.

² Devrait se lire : 2 février 1967.

¹ See p. 162 of this volume.

² Should read: 2 February 1967.

ANNEX

REGULATIONS CONCERNING THE INTERPRETATION AND APPLICATION OF THE AGREEMENT BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE EUROPEAN SPACE RESEARCH ORGANISATION ON THE ESTABLISHMENT AND OPERATION OF THE EUROPEAN SPACE TECHNOLOGY CENTRE

(1) In the cases mentioned in article 14 of the Agreement, the Organisation shall notify the Minister of Foreign Affairs of the Kingdom of the Netherlands within ninety days of receipt of a request on the subject whether it intends to waive the immunity.

In the cases mentioned in paragraph 2 of article 21 of the Protocol, the competent organs of the Organisation shall likewise notify the Minister of Foreign Affairs of the Kingdom of the Netherlands within ninety days of receipt of a request on the subject whether they intend to waive the immunity.

(2) For the application of article 16 of the Agreement, the following is agreed upon:

The turnover tax paid in respect of goods supplied or services rendered shall be refunded to the Organisation on application.

A refund of turnover tax paid on goods supplied to the Organisation shall be made up to the sum that would have been refunded if the Organisation had exported the goods supplied.

A refund of turnover tax paid in respect of services rendered to the Organisation shall also include the turnover

ANNEXE

DISPOSITIONS CONCERNANT L'INTERPRÉTATION ET L'APPLICATION DE L'ACCORD ENTRE LE ROYAUME DES PAYS-BAS ET L'ORGANISATION EUROPÉENNE DE RECHERCHES SPATIALES SUR LA CRÉATION ET LE FONCTIONNEMENT DU CENTRE EUROPÉEN DE TECHNOLOGIE SPATIALE

(1) Dans les cas visés à l'article 14 de l'Accord, l'Organisation fera savoir au Ministre des affaires étrangères du Royaume des Pays-Bas, dans les quatre-vingt-dix jours de la réception d'une demande sur ce point, si elle a l'intention de renoncer à l'immunité.

Dans les cas visés au paragraphe 2 de l'article 21 du Protocole, les services compétents de l'Organisation feront également savoir au Ministre des affaires étrangères du Royaume des Pays-Bas, dans les quatre-vingt-dix jours de la réception d'une demande sur ce point, s'ils ont l'intention de renoncer à l'immunité.

(2) Pour l'application de l'article 16 de l'Accord, il est convenu de ce qui suit :

La taxe sur le chiffre d'affaires afférente aux marchandises fournies ou aux services rendus sera remboursée à l'Organisation sur sa demande.

Le montant du remboursement de la taxe sur le chiffre d'affaires afférente aux marchandises fournies à l'Organisation sera égal à la somme qui aurait été remboursée si l'Organisation avait exporté lesdites marchandises.

Le remboursement de la taxe sur le chiffre d'affaires afférente à des services rendus à l'Organisation comprendra

tax paid in respect of goods consumed and services rendered in connection with those services in so far as the turnover tax can be clearly and simply stated in the price payable by the Organisation.

The tax on mineral oils, such as fuel oil and motor fuels which the Organisation requires for official purposes shall be refunded to the Organisation on application.

Excise duty paid on goods supplied and required for official purposes shall be refunded to the Organisation on application.¹

If the Organisation acquires for official purposes imported goods that are in free circulation in the Netherlands, the taxes paid upon importation shall at the Organisation's request be refunded, provided the Organisation submits evidence in the form of the import documents concerned or photostat copies thereof that the goods were originally imported.

The Organisation shall submit applications for reimbursements within three months after the quarter during which payment was made for goods supplied or services rendered and shall send the relevant documents together with the applications.

The Organisation shall cooperate in order to facilitate the verification by the competent authorities of the facts on which the tax exemption or tax refund can be based.

No refund shall be granted unless the price of the goods supplied or the services

aussi le remboursement de la taxe sur le chiffre d'affaires afférente aux marchandises consommées et aux services rendus à l'occasion desdits services, dans la mesure où il est possible d'indiquer clairement et simplement la part de cette taxe dans le prix payable par l'Organisation.

La taxe sur les huiles minérales, telles que le fuel et les carburants pour véhicules automobiles, dont l'Organisation a besoin pour ses activités officielles, lui sera remboursée sur sa demande.

Les droits d'accise afférents aux marchandises fournies à l'Organisation qui lui sont nécessaires pour ses activités officielles lui seront remboursés sur sa demande¹.

Si l'Organisation acquiert pour ses activités officielles des marchandises importées circulant librement aux Pays-Bas, les droits d'importation lui seront remboursés, sur sa demande, pourvu qu'elle fournisse les documents d'importation (ou leurs photocopies) prouvant que les marchandises ont été importées.

L'Organisation soumettra ses demandes de remboursement dans les trois mois suivant la fin du trimestre pendant lequel les marchandises fournies ou les services rendus ont été payés; ces demandes seront accompagnées des documents qui s'y rattachent.

L'Organisation aidera les autorités compétentes à vérifier les faits qui légitiment l'exemption ou le remboursement de la taxe.

Les remboursements ne seront accordés que si le prix des marchandises four-

¹ This paragraph does not appear in the authentic Dutch text.

¹ Ce paragraphe ne paraît pas dans le texte authentique néerlandais.

rendered exceeds 500 guilders (140 units of account) per order.

(3) For the purposes of paragraph 2 of article 17 and paragraph 2 of article 19 of the Agreement, the following has been arranged:

After verbal declaration has been made in respect of the goods referred to in paragraph 2 of article 17, they may be imported without further customs formalities, provided they are accompanied by the requisite form, duly completed and signed, a specimen of which is contained in appendix A to the present Regulations. This form should be surrendered to the competent official.

The same procedure shall apply to the documents referred to in paragraph 2 of article 19, provided they are furnished with the requisite label, a specimen of which is contained in appendix B to the present Regulations.

It is understood that the customs officer shall have the right to verify that the imported goods or documents are in conformity with the description thereof appearing on the relevant form or label.

(4) The Organisation's official communications shall not be subject to censorship, whatever means of communication is used without prejudice to the competencies of either the Government or the Military Authority under section 19 of the *Wet buitengewone bevoegdheden burgerlijk gezag* (Civil Authority (Extraordinary Powers) Act, 23rd June 1952, "Bulletin of Acts, Orders and Decrees" No. 361) or under the *Oorlogswet voor Nederland* (Netherlands War

nies ou des services rendus dépasse 500 florins (140 unités de compte) par commande.

(3) En ce qui concerne le paragraphe 2 de l'article 17 et le paragraphe 2 de l'article 19 de l'Accord, il a été convenu de ce qui suit :

Lorsqu'une déclaration verbale aura été faite au sujet des marchandises visées au paragraphe 2 de l'article 17, elles pourront être importées sans autre formalité douanière, pourvu qu'elles soient accompagnées d'un formulaire dûment rempli et signé dont un modèle figure dans l'appendice A aux présentes dispositions. Ce formulaire devra être remis au fonctionnaire compétent.

La même procédure s'appliquera aux documents visés au paragraphe 2 de l'article 19 pourvu qu'ils soient munis d'une étiquette conforme au modèle figurant dans l'appendice B aux présentes dispositions.

Il est entendu que les fonctionnaires des douanes auront qualité pour vérifier que les marchandises ou les documents importés sont conformes à la description figurant dans le formulaire correspondant ou sur l'étiquette correspondante.

(4) Les communications officielles de l'Organisation ne seront pas assujetties à la censure, quel que soit le moyen de communication utilisé, sans préjudice toutefois des droits du Gouvernement ou de l'autorité militaire en vertu de l'Article 19 de la *Wet buitengewone bevoegdheden burgerlijk gezag* (Loi sur les pouvoirs extraordinaires de l'autorité civile, 23 juin 1952, « Bulletin des Lois, Ordonnances et Décrets » n° 361) ou de la *Oorlogswet voor Nederland* (Loi sur l'état de guerre aux Pays-Bas, 16 juillet 1964,

Act, 16th July 1964, "Bulletin of Acts, Orders and Decrees" No. 337).

(5) The provisions referred to in the Decree mentioned in article 20 of the Agreement prevent senior ESRO officials from occupying any of the dwellings specially built in the Netherlands for persons in the lower income brackets.

(6) As to the provision of article 23 of the Agreement under *f*, it is understood that staff members will at their request obtain permission from de Nederlandsche Bank N.V. to keep a convertible account instead of a resident's account.

The Centre shall, as a resident of the Netherlands, have a resident's account.

The Organisation, not being a resident of the Netherlands, will be allowed to keep a convertible account.

(7) It is understood that the provisions contained in article 25 of the Agreement do not impede voluntary participation in such Netherlands social security scheme as supplement the social security provisions guaranteed by the Organisation.

Bulletin des Lois, Ordonnances et Décrets n° 337).

(5) En vertu des dispositions visées dans le Décret dont il est question à l'article 20 de l'Accord, les fonctionnaires supérieurs de l'Organisation ne pourront occuper aucune des habitations construites spécialement aux Pays-Bas pour des personnes à faible revenu.

(6) En ce qui concerne l'article 23 (*f*) de l'Accord, il est entendu que les membres du personnel seront, sur leur demande, autorisés par de Nederlandsche Bank N.V. à avoir un compte convertible au lieu d'un compte de résident.

Le Centre, en tant que résident aux Pays-Bas, aura un compte de résident.

L'Organisation, ne résidant pas aux Pays-Bas, sera autorisée à avoir un compte convertible.

(7) Il est entendu que les dispositions de l'article 25 de l'Accord n'empêchent pas la participation volontaire au régime néerlandais de sécurité sociale à titre de complément des mesures de sécurité sociale assurée par l'Organisation.

AANHANGSEL A
APPENDIX A
APPENDICE A

ORGANISATION EUROPÉENNE DE RECHERCHES SPATIALES
EUROPEAN SPACE RESEARCH ORGANISATION

Ondergetekende, Directeur Generaal
van de Organisatie

Directeur van de ESRO vestiging te
..... verklaart dat de hierna
omschreven goederen, welke per koerier

Le soussigné, Directeur Général de
l'Organisation

Directeur de l'Etablissement de
l'ESRO à déclare que les
biens énumérés ci-dessous, qui seront

zullen worden vervoerd, bestemd zijn voor het Centrum (European Space Technology Centre – ESTEC) van de Organisatie en onontbeerlijk zijn voor de uitoefening van zijn officiële werkzaamheden.

transportés par courrier, sont destinés au Centre (Centre européen de technologie spatiale – ESTEC) de l'Organisation, et sont indispensables à l'exercice de ses activités officielles.

[The undersigned, Director General of the Organisation

Director of the ESRO Establishment at declares that the goods listed below, which are to be transported by courier, are intended for the Centre (European Space Technology Centre – ESTEC) of the Organisation and are essential to the performance of its official activities.]¹

.....
Le 19..

(Handtekening van de functionaris)
(Signature du fonctionnaire)
[Signature of official]

<i>Volnummer</i> N° d'Ordre [Serial No.]	<i>Omschrijving van de goederen</i> Description des biens [Description of goods]	<i>Aantal</i> Nombre [Number of items]

Opmerking : onbeschreven gedeelten moeten worden doorgehaald, zodat elke latere toevoeging onmogelijk wordt.

Remarque : Les cases laissées en blanc doivent être oblitérées afin d'éviter toute surcharge ultérieure.

[*Note* : A line must be drawn through any spaces left blank so as to preclude the subsequent insertion of additional entries.]

¹ The text between brackets is a translation by the Secretariat — Le texte entre crochets est une traduction du Secrétariat.

AANHANGSEL B
APPENDIX B
APPENDICE B

EUROPEAN SPACE RESEARCH ORGANISATION
ORGANISATION EUROPÉENNE DE RECHERCHES SPATIALES
(ESRO)

36, rue la Pérouse — Paris 16^e

[Appendix B consists of specimens of ESRO documents which were not reproduced in the certified true copy submitted by the Government of the Netherlands.]

[L'appendice B se compose de spécimens de documents de l'ESRO qui n'étaient pas inclus dans l'exemplaire certifié conforme transmis par le Gouvernement néerlandais.]

II

[TRANSLATION — TRADUCTION]

ORGANISATION EUROPÉENNE
DE RECHERCHES SPATIALES

EUROPEAN SPACE RESEARCH
ORGANISATION

G/VII/3-2-5/DRK/JA/AS/1447

G/VII/3-2-5/DRK/JA/AS/1447

Paris, le 1^{er} juillet 1967

Paris, 1 July 1967

Monsieur l'Ambassadeur,

Sir,

J'ai l'honneur d'accuser réception de la lettre de Votre Excellence, en date de ce jour, ainsi conçue :

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[Voir lettre I]

[See letter I]

J'ai l'honneur de porter à la connaissance de Votre Excellence que les Dispositions, annexées à la lettre ci-dessus, sont acceptables pour l'Organisation, de sorte que la lettre de Votre Excellence et la présente réponse constituent un second Accord entre l'Organisation et le Gouverne-

I have the honour to inform you that the Regulations annexed to the above letter are acceptable to the Organisation, so that your letter and this reply shall constitute a second Agreement between the Organisation and the Government of the Kingdom of the Netherlands, which shall enter

ment du Royaume des Pays-Bas, qui entrera en vigueur à la même date que le premier.

Je saisis cette occasion pour renouveler à Votre Excellence les assurances de ma très haute considération.

P. AUGER
Directeur Général

A Son Excellence le Baron
A. W. C. Bentinck van Schoonheten
Ambassadeur Extraordinaire et Plénipotentiaire de Sa Majesté la Reine des Pays-Bas
à Paris

into force on the same date as the first Agreement.

Accept, Sir, etc.

P. AUGER
Director General

His Excellency Baron
A. W. C. Bentinck van Schoonheten
Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands
at Paris

ÉCHANGE DE LETTRES CONNEXE
RELATED EXCHANGE OF LETTERS

[TRANSLATION — TRADUCTION]

I

AMBASSADE VAN HET KONINKRIJK
DER NEDERLANDEN
AMBASSADE ROYALE DES PAYS-BAS

EMBASSY OF THE KINGDOM
OF THE NETHERLANDS

15.724

15.724

Paris, le 1^{er} juillet 1967

Paris, 1 July 1967

Monsieur le Directeur Général,

Sir,

Me référant aux dispositions concernant l'interprétation et l'application de l'Accord du 2 février 1966 entre le Royaume des Pays-Bas et l'Organisation européenne de recher-

With reference to the Regulations concerning the interpretation and application of the Agreement of 2 February 1966 between the Kingdom of the Netherlands and the Euro-

ches spatiales sur la création et le fonctionnement du Centre européen de technologie spatiale, convenues par un échange de lettres ce jour-ci, j'ai l'honneur de suggérer que lesdites dispositions soient déclarées applicables, *mutatis mutandis*, au Laboratoire européen de recherches spatiales.

Si cette suggestion est acceptable pour l'Organisation européenne de recherches spatiales, je me permets de vous proposer que la présente lettre et votre réponse affirmative constituent un accord à ce sujet entre le Gouvernement du Royaume des Pays-Bas et l'Organisation, qui entrera en vigueur à la même date que les dispositions susvisées.

Je saisis cette occasion pour vous renouveler les assurances de ma haute considération.

A. BENTINCK
Ambassadeur des Pays-Bas

Monsieur le Professeur P. Auger
Directeur Général
de l'Organisation européenne de
recherches spatiales
Paris

pean Space Research Organisation on the Establishment and Operation of the European Space Technology Centre, agreed upon by an exchange of letters of today's date, I have the honour to suggest that the said Regulations should be declared applicable, *mutatis mutandis*, to the European Space Research Laboratory.

If this suggestion is acceptable to the European Space Research Organisation, I would propose to you that this letter and your affirmative reply shall constitute an agreement on the subject between the Government of the Kingdom of the Netherlands and the Organisation, which shall enter into force on the same date as the aforementioned Regulations.

Accept, Sir, etc.

A. BENTINCK
Ambassador of the Netherlands

Professor P. Auger
Director General of the European
Space Research Organisation
Paris

II

ORGANISATION EUROPÉENNE
DE RECHERCHES SPATIALES

EUROPEAN SPACE RESEARCH
ORGANISATION

G/VII/3-2-5/DRK/JA/AS/1477

G/VII/3-2-5/DRK/JA/AS/1477

Paris, le 1^{er} juillet 1967

Paris, 1 July 1967

Monsieur l'Ambassadeur,

Sir,

J'ai l'honneur d'accuser réception de la lettre de Votre Excellence, en date de ce jour, ainsi conçue :

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[*Voir lettre I*]

[*See letter I*]

J'ai l'honneur de porter à la connaissance de Votre Excellence que les propositions contenues dans la lettre ci-dessus sont acceptables pour l'Organisation, de sorte que la lettre de Votre Excellence et la présente réponse constituent un accord entre l'Organisation et le Gouvernement du Royaume des Pays-Bas, qui entrera en vigueur à la même date que les dispositions susvisées.

I have the honour to inform you that the proposals contained in the above letter are acceptable to the Organisation, so that your letter and this reply shall constitute an agreement between the Organisation and the Government of the Kingdom of the Netherlands, which shall enter into force on the same date as the aforementioned Regulations.

Je saisis cette occasion pour renouveler à Votre Excellence les assurances de ma très haute considération.

Accept, Sir, etc.

P. AUGER
Directeur Général

P. AUGER
Director General

A Son Excellence le Baron
A. W. C. Bentinck van Schoonheten
Ambassadeur Extraordinaire et Plénipotentiaire de Sa Majesté la Reine des Pays-Bas
à Paris

His Excellency Baron
A. W. C. Bentinck van Schoonheten
Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands
at Paris