

No. 31067

**VENEZUELA
and
NETHERLANDS**

**Agreement on the provision of raw water to Aruba (with
annex). Signed at Aruba on 20 July 1990**

Authentic texts: Spanish and Dutch.

Registered by Venezuela on 1 July 1994.

**VENEZUELA
et
PAYS-BAS**

**Accord relatif à l'approvisionnement d'Aruba en eau crue
(avec annexe). Signé à Aruba le 20 juillet 1990**

Textes authentiques : espagnol et néerlandais.

Enregistré par le Venezuela le 1^{er} juillet 1994.

[TRANSLATION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF VENEZUELA
AND THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS
ON THE PROVISION OF RAW WATER TO ARUBA

The Government of the Republic of Venezuela and the Government of the Kingdom of the Netherlands, hereinafter called “the Contracting Parties”, recognizing the need to work together and the contribution that such cooperation would make to the development of relations between the two States,

Aware that water resources are essential to the social and economic development of nations and help to improve the quality of life, and that the island of Aruba does not possess sufficient water resources to meet local demand,

Aware that, as part of this cooperation, the supply of a natural resource such as water, which is a public asset, should reflect the fundamental principles of preservation and conservation,

Have decided to conclude the following Cooperation Agreement:

Article 1

The Contracting Parties agree to cooperate in the provision of raw water by the Government of the Republic of Venezuela to the island of Aruba, which is an integral part of the Kingdom of the Netherlands, in order to promote that island’s economic and social development.

This cooperation shall be carried out through a Programme that shall include the terms, conditions and obligations of each Contracting Party, and the Programme shall form a part of this Agreement.

Article 2

In the Programme, the Government of the Republic of Venezuela shall stipulate, *inter alia*, the following:

1. The locations from which the water is to be drawn off;
2. The maximum volume of water in metric tons per month to be delivered and the drawoff speed of the suction equipment in metres per second;
3. The specifications and requirements that must be met by the vessels to be used;
4. The environmental protection regulations that must be adhered to in the cleaning of tanks in the drawoff and transport of raw water.

Article 3

It shall be the responsibility of the Ministry of the Environment and Renewable Natural Resources of the Republic of Venezuela, the Ministry of Transport and Communications of the Republic of Venezuela and the Government of Aruba

¹ Came into force on 20 November 1992, the date of the last of the notifications by which the Parties informed each other of the completion of the required internal procedures, in accordance with article 11.

to coordinate and evaluate the Programme to ensure that it conforms to this Agreement.

Article 4

The Contracting Parties agree that the Government of the Republic of Venezuela may modify the Programme or suspend its implementation. The Government of Venezuela shall notify the Government of the Kingdom of the Netherlands seven (7) days in advance of the suspension of the Programme.

Article 5

It shall be the responsibility of the Government of the Kingdom of the Netherlands, through the Government of Aruba, to charter the ships needed to supply water under this Agreement, and also to bear the costs and pay for services of any kind deriving from the collection, transport and delivery of the water in question. The vessels shall fly the Venezuelan flag and be operated by Venezuelan shipping companies.

Article 6

It shall be the responsibility of the Kingdom of the Netherlands, through the Government of Aruba, to pay any damages incurred by the vessels used in the implementation of this Agreement.

Article 7

The Contracting Parties agree that this Agreement makes possible the collection of raw water and that the Republic of Venezuela is in no way responsible for the quality of that water or any consequences deriving from the use of it, or for any other charges.

Article 8

The Contracting Parties shall seek to resolve, through diplomatic negotiations, any disagreements that may arise between them as a result of the interpretation or implementation of this Agreement.

Such negotiations shall commence within thirty (30) days following the date on which a complaint is submitted by the concerned Party and shall conclude within sixty (60) days.

Article 9

Insofar as the Kingdom of the Netherlands is concerned, this Agreement shall be applicable only to the territory of Aruba.

Article 10

For the purposes of preventing any harm to the environment and to renewable natural resources that might be caused by the implementation of this Agreement, the environmental regulations in effect in Venezuelan territory and the conditions established in the Programme shall be respected at all times, and violations of those regulations and conditions shall be considered by the Government of Venezuela as grounds for suspension of the Programme.