# No. 52337\*

# Netherlands (for the European part of the Netherlands) and Jordan

# Agreement between the Government of the Kingdom of the Netherlands and the Government of the Hashemite Kingdom of Jordan on a temporary deployment of troops of the Kingdom of the Netherlands in Jordan. Amman, 2 October 2014

**Entry into force:** 2 October 2014 by signature, in accordance with article 13

Authentic text: English

Registration with the Secretariat of the United Nations: Netherlands, 24 November 2014

\*No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.

# Pays-Bas (pour la partie européenne des Pays-Bas) et Jordanie

## Accord entre le Gouvernement du Royaume des Pays-Bas et le Gouvernement du Royaume hachémite de Jordanie sur un déploiement temporaire des troupes du Royaume des Pays-Bas en Jordanie. Amman, 2 octobre 2014

Entrée en vigueur : 2 octobre 2014 par signature, conformément à l'article 13

Texte authentique : anglais

**Enregistrement auprès du Secrétariat de l'Organisation des Nations Unies :** *Pays-Bas, 24 novembre 2014* 

\*Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information. [ ENGLISH TEXT – TEXTE ANGLAIS ]

#### Agreement between the Government of the Kingdom of the Netherlands and the Government of the Hashemite Kingdom of Jordan on a temporary deployment of troops of the Kingdom of the Netherlands in Jordan

#### Preamble

The Government of the Kingdom of the Netherlands and the Government of the Hashemite Kingdom of Jordan,

(hereinafter jointly referred to as the "Parties" and separately as a "Party"),

Reaffirming their commitment to the Charter of the United Nations and international law,

Bearing in mind their mutual interest in international peace and in building democracy,

Wishing to intensify their good and cordial relations,

Expressing the wish to develop collaborative links on subjects of common interest,

Desiring to establish written principles for a temporary deployment of troops of the Kingdom of the Netherlands in the territory of Jordan.

Have agreed on the following:

## Article 1

## Definitions

1. Mission: the establishment of a temporary deployment of troops of the Sending State in the territory of Jordan.

2. Visiting Force: Sending State's military and civilian personnel who are deployed in the territory of the Host State in the framework of the Mission. The term includes the personnel, aircraft, vehicles, stores, equipment and provisions as well as all air and surface movement resources, together with their supporting services, required to deploy or to support the forces mentioned above.

3. Host State: the Hashemite Kingdom of Jordan.

4. Host State Support: the civil and military assistance rendered by the Host State to the Visiting Force which is located in or in transit through Host State territory, airspace or territorial waters.

5. Sending State: the Kingdom of the Netherlands.

6. Arrangement: written documents to be agreed upon under the auspices of this Agreement by the competent authorities of the Parties that detail the terms of collaboration of the Mission.

#### Article 2

#### Purpose and scope

1. The purpose of this Agreement is to establish the framework for policy, guidelines and procedures for the provision of Host State support to the Visiting Force on the territory of the Host State, during the preparation and execution of the Mission.

2. The Arrangement shall apply to all military assets located on the territory of the Host State and shall be applicable to the support requirements of the Visiting Force. The Arrangement identifies implementing modalities, procedures, responsibilities, services, costs entailed during the Mission and the terms of payment.

### Article 3

#### **Responsibilities**

1. The Host State shall:

a) retain full authority on the Mission site;

b) provide, where available, resources for personnel and equipment requirements of the Visiting Force, including fuel, rations, vehicles, communications facilities, office space, hospitalization, labor and other services as further specified in the Arrangement;

c) not commit any support or services from commercial sources on behalf of the Visiting Force unless specifically requested by the Visiting force provided the Visiting Force has agreed to pay for this support or services;

d) provide airfield services and search and rescue operations as mutually agreed in the Arrangement;

e) provide space for the Visiting Force and assist to provide facilities for Mission preparation and maintenance, in addition to the provision of lodging and dining facilities as mutually agreed in the Arrangement;

f) be responsible for any investigation of an accident or incident on the territory of the Host State involving Visiting Forces personnel or equipment. The authorities of the Sending State shall be entitled to have an observer present during the inquiry;

g) facilitate the entry and departure procedures of the Visiting Force from/into the territory of the Host State with local civil authorities;

h) provide liaison personnel to co-ordinate all logistic activities with local civil authorities, as required, and at points of entry and departure.

2. The Sending State shall:

a) conduct a preliminary site survey if deemed necessary by the Sending State in order to establish the necessary contacts and to get acquainted with the standing operational procedures of the Mission site. At the end of this survey, the final statement of requirements shall be drafted;

b) provide the necessary technical and operational equipment for the members and units of the Visiting Force, unless such provision or services are identified as Host State responsibilities in the Arrangement;

c) conduct the Mission in accordance with procedures in this Agreement or the Arrangement;

d) reimburse the Host State for all supplies rendered by the Host State except those items that are mutually agreed to be provided at no cost or on loan basis as specified in the Arrangement. An item on loan basis shall be returned to the Host State prior to the departure of the Visiting Force at the same loan status, except normal wear and tear.

#### Article 4

#### Expenses

The Parties shall bear the costs of the implementation of this Agreement as follows:

1. The Host State shall facilitate transportation means at the Sending State's expense from the established point of entry to the Mission site and back. The Visiting Force shall travel by its own national means from the Netherlands to the entry point and back.

2. The Sending State shall pay the travelling expenses, the salary costs, as well as per diem and any other allowance due under their own regulations, of its own personnel.

3. The Sending State shall settle pending financial matters, if possible, prior to departure from the Host State but not later than 60 days after receipt of the invoice.

4. For military equipment and services provided from Host State military sources, charges shall be levied on the Sending State at the same rate for which the Host State Forces are charged.

5. Emergency medical assistance shall be provided by the Host State free of charge at the military medical facilities. Hospitalization as well as medical and dental treatment other than dispensary services shall be against reimbursement. The Sending State shall pay the expenses for the repatriation of its own sick personnel.

6. The Sending State shall reimburse the Host State for all mutually accepted costs. Details of financial arrangements, including arrangements for reimbursement, shall be covered in the Arrangement for each specific service.

7. Terms of payment of charges incurred shall be specified in the Arrangement.

8. The Sending State shall not transfer the support and service means and capabilities provided by the Host State temporarily or permanently to another country or organization, without the written consent of the Host State.

#### Article 5

#### Claims and liabilities

1. Each Party waives any claim it may have against the other Party or any serviceman, civilian, servant or agent of the other Party for injury (including injury resulting in death) suffered by its service personnel, servants or agents or for damage to or loss of property owned by it if such injury, death, damage or loss was caused by the acts or omissions of the other Party or any such serviceman, civilian, servant or agent of that other Party in the performance of official duties in connection with