

FOREIGN ASSISTANCE

**Agreement Between the
UNITED STATES OF AMERICA
and the NETHERLANDS in respect of
CURACAO**

Signed at Willemstad March 15, 2019



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

NETHERLANDS
in respect of CURACAO

Foreign Assistance

Agreement signed at Willemstad
March 15, 2019;
Entered into force March 15, 2019.

**AGREEMENT BETWEEN
THE KINGDOM OF THE NETHERLANDS,
IN RESPECT OF CURAÇAO,
AND
THE UNITED STATES OF AMERICA
CONCERNING
ACCESS TO AND USE OF FACILITIES
IN CURAÇAO FOR HUMANITARIAN SUPPLIES
RESERVED FOR THE PEOPLE OF THE
BOLIVARIAN REPUBLIC OF VENEZUELA**

The Kingdom of the Netherlands, in respect of Curaçao,

and

the United States of America (hereinafter referred to as the Parties),

Have agreed as follows:

Article I
Definitions

For the purposes of this Agreement:

- a. "United States personnel" shall refer to the personnel of the U.S. government who are present in Curaçao in connection with this Agreement.
- b. "Facilities" shall refer to those sites, installations, structures, and areas, identified in writing by Curaçao after consultation with the United States, to which the United States and its Implementing Partners are authorized access and use, in connection with this Agreement.
- c. "Implementing Partners" shall refer to entities and individuals operating under a grant or contract with the U.S. government.

Article II
Purpose and authorization

1. Curaçao agrees to allow United States personnel and Implementing Partners access to and use of designated Facilities, solely for the purpose of providing humanitarian assistance for Venezuela and third countries affected by the crisis in Venezuela.
2. Transport of humanitarian assistance under this Agreement to and from Curaçao shall take place with civilian assets unless otherwise authorized in accordance with paragraph 5 of this Article.
3. The transfer of humanitarian assistance directly from Curaçao to Venezuela shall only take place if the situation permits an orderly distribution of the assistance in peaceful circumstances within Venezuela.
4. If the Kingdom of the Netherlands determines, after consultation with the United States, that the situation does not permit an orderly distribution of the humanitarian assistance in peaceful circumstances within Venezuela, Curaçao shall not be used as a hub to transfer and distribute such assistance to Venezuela. Humanitarian assistance may, however, be transferred to and stored in Curaçao anticipating transfer to Venezuela if the circumstances so permit; until that time, there shall be no transfer of humanitarian assistance to Venezuela. At any time, the United States and its Implementing Partners may transfer humanitarian assistance to third countries.
5. The use of other assets is not allowed under this Agreement unless logistical circumstances require the use of such assets for transfer of the humanitarian assistance to Curaçao, and it shall only be allowed after prior consent of the Kingdom of the Netherlands.

Article III
Respecting national laws

United States personnel shall respect the laws of Curaçao and shall abstain from any activity inconsistent with this Agreement.

*Article IV
Security*

The authorities of Curaçao and the United States shall consult and take such steps as may be necessary to ensure the security of United States personnel, Implementing Partners, and Facilities in Curaçao. The authorities of Curaçao retain overall responsibility for the physical security of the designated Facilities under this Agreement. The authorities of Curaçao and the United States shall exchange any information relevant for this purpose.

*Article V
Costs*

Costs that may be incurred in connection with or in the execution of this Agreement shall be addressed through separate obligating instruments. The United States expects to bear the costs incurred in connection with this Agreement subject to the terms and conditions agreed upon in such obligating instruments.

*Article VI
Procurement*

The United States intends to endeavor to use its best efforts, consistent with applicable laws, regulations, and the assistance objectives under this Agreement, to procure humanitarian assistance in Curaçao.

*Article VII
Applicability of FOL Agreement*

Except as otherwise provided for in this Agreement, Articles VI, VII (paragraphs 1-3), VIII, XIII, XVII, XVIII, and XIX (paragraphs 1, 2, 4 and 5) of the Agreement of Cooperation between the Kingdom of the Netherlands and the Government of the United States of America Concerning Access to and Use of Facilities in the Netherlands Antilles and Aruba for Aerial Counter-Narcotics Activities, done at Oranjestad on 2 March 2000 ("FOL Agreement"), shall apply *mutatis mutandis* to United States personnel, Implementing Partners or the U.S. government, as the case may be. For purposes of this Agreement, Implementing Partners shall receive the same guarantees, protections, and assurances as Contractors receive under the FOL Agreement.

*Article VIII
Settlement of disputes*

Any disagreements that may arise from the application or implementation of this Agreement shall be settled through consultation between the appropriate authorities of the Parties, including, as necessary, through diplomatic channels.

*Article IX
Territorial applicability*

With regard to the Kingdom of the Netherlands, this Agreement shall apply to Curaçao.

Article X
Entry into force; duration

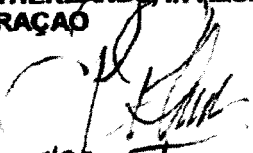
This Agreement shall enter into force on the date of the last signature by the Parties and shall remain in force for the duration of the activities under this Agreement, but in any case for no longer than a period of one year.

This Agreement may be renewed by mutual written agreement of the Parties.

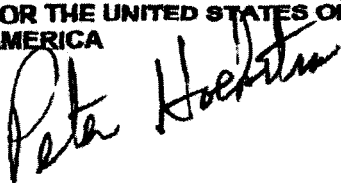
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

SIGNED in duplicate in the English language.

**FOR THE KINGDOM OF THE
NETHERLANDS, IN RESPECT OF
CURAÇAO**


Date: 15 March 2019
Willemstad

**FOR THE UNITED STATES OF
AMERICA**


Date: 15 March 2019
Willemstad