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MEMORANDUM OF UNDERSTANDING

Between

THE UNITED NATIONS AND THE FEDERAL GOVERNMENT OF AUSTRIA

Contributing

RESOURCES TO THE UNITED NATIONS INTERIM FORCE IN LEBANON (UNIFIL)

Whereas, the United Nations Interim Force in Lebanon (UNIFIL) was established pursuant to the United Nations Security Council resolutions 425 and 426 dated (1978) dated 19 March 1978 and 1701 dated 11 August 2006,

Whereas, at the request of the United Nations, the Federal Government of Austria (hereinafter referred to as the Government) has agreed to contribute personnel, equipment, and services for a Multirole Logistics Company to assist the United Nations Interim Force in Lebanon (UNIFIL) to carry out its mandate,

Whereas, the United Nations and the Government wish to establish the terms and conditions of the contribution.

Now therefore, the United Nations and the Government (hereinafter collectively referred to as the Parties) agree as follows:

Article 1Definitions

1. For the purpose of this Memorandum of Understanding, the definitions listed in Annex F shall apply.

Article 2Documents constituting the Memorandum of Understanding

2.1 This document, including all of its Annexes, constitutes the entire Memorandum of Understanding (hereinafter referred to as the "MOU") between the Parties for the provision of personnel, equipment and services in support of the United Nations Interim Force in Lebanon (UNIFIL).

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2.2 Annexes:

- Annex A: Personnel
- 1 - Requirements
 - 2 - Reimbursement
 - 3 - General conditions for personnel
- Appendix 1 to Annex A: Soldier's Kit – Mission specific recommended requirement
- Annex B: Major Equipment provided by the Government.
- 1 - Requirements and reimbursement rates
 - 2 - General conditions for major equipment
 - 3 - Verification and control procedures
 - 4 - Transportation
 - 5 - Mission usage factors
 - 6 - Loss or damage
 - 7 - Loss and damage in transit
 - 8 - Special case equipment
 - 9 - Liability for damage to major equipment owned by one troop contributor and used by another troop contributor
- Appendix 1 to Annex B – Special Case Reimbursement
- Annex C: Self-sustainment provided by the Government
- 1 - Requirements and reimbursement rates
 - 2 - General conditions for self-sustainment
 - 3 - Verification and control procedures
 - 4 - Transportation
 - 5 - Mission related usage factors
 - 6 - Loss or damage
- Appendix 1 to Annex C – Self-Sustainment services - distribution of responsibilities
- Appendix 2 to Annex C – Self-Sustainment services – Welfare Equipment
- Annex D: Principles of verification and performance standards for major equipment provided under the wet/dry lease arrangements
- Annex E: Principles of verification and performance standards for self-sustainment provided under self-sustainment
- Annex F: Definitions
- Annex G: Guidelines (Aide-Mémoire) for Troop-Contributing Countries¹
- Annex H: United Nations standards of conduct: We are United Nations Peacekeeping Personnel

¹ Annex G is mission specific and is not included in the present document. It is distributed separately.

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Article 3

Purpose

3. The purpose of the present memorandum of understanding is to establish the administrative, logistics and financial terms and conditions to govern the contribution of personnel, equipment, and services provided by the Government in support of the United Nations Interim Force in Lebanon (UNIFIL) and to specify United Nations standards of conduct for personnel provided by the Government.

Article 4

Application

4. The present MOU shall be applied in conjunction with the Guidelines (Aide-Mémoire) for Troop-Contributing Countries.

Article 5

Contribution of the Government

5.1 The Government shall contribute to the United Nations Interim Force in Lebanon (UNIFIL) the personnel listed at Annex A. Any personnel above the level indicated in this MOU shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.2 The Government shall contribute to the United Nations Interim Force in Lebanon (UNIFIL) the major equipment listed in Annex B. The Government shall ensure that the major equipment and related minor equipment meet the performance standards set out in Annex D for the duration of the deployment of such equipment to the United Nations Interim Force in Lebanon (UNIFIL). Any equipment above the level indicated in this MOU shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3 The Government shall contribute to the United Nations Interim Force in Lebanon (UNIFIL) the minor equipment and consumables related to self-sustainment as listed in Annex C. The Government shall ensure that the minor equipment and consumables meet the performance standards set out in Annex E for the duration of the deployment of such equipment to the United Nations Interim Force in Lebanon (UNIFIL). Any equipment above the level indicated in this MOU shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

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Article 6

Reimbursement and support from the United Nations

- 6.1 The United Nations shall reimburse the Government in respect of the personnel provided under this MOU at the rates stated in Article 2 of Annex A.
- 6.2 The United Nations shall reimburse the Government for the major equipment provided as listed in Annex B. The reimbursement for the major equipment shall be reduced in the event that such equipment does not meet the required performance standards set out in Annex D or in the event that the equipment listing is reduced.
- 6.3 The United Nations shall reimburse the Government for the provision of self-sustainment goods and services at the rates and levels stated at Annex C. The reimbursement for self-sustainment shall be reduced in the event that the contingent does not meet the required performance standards set out in Annex E, or in the event that the level of self-sustainment is reduced.
- 6.4 Reimbursement for troop costs will continue at full rates until departure of personnel.
- 6.5 Reimbursement for major equipment will be in effect at full rates until the date of cessation of operations by a troop contributor or termination of the mission and thereafter be calculated at 50 per cent of the rates agreed in this MOU until the equipment departure date.
- 6.6 Reimbursement for self-sustainment will be in effect at full rates until the date of cessation of operations by a troop contributor or termination of the mission and thereafter be reduced to 50 per cent of the rates agreed in this MOU calculated upon the remaining actual deployed troop strengths until all contingent personnel have departed the mission area.
- 6.7 When the United Nations negotiates a contract for the repatriation of equipment and the carrier exceeds a 14-day grace period after the expected arrival date, the troop contributor will be reimbursed by the United Nations at the dry-lease rate from the expected arrival date until the actual arrival date.

Article 7

General conditions

- 7.1 The parties agree that the contribution of the Government as well as the support from the United Nations shall be governed by the general conditions set out in the relevant Annexes.

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Article 7 bisUnited Nations standards of conduct

7.2 The Government shall ensure that all members of the Government's national contingent are required to comply with the United Nations standards of conduct set out in annex H to the present memorandum of understanding.

7.3 The Government shall ensure that all members of its national contingent are made familiar with and fully understand the United Nations standards of conduct. To this end, the Government shall, inter alia, ensure that all members of its national contingent receive adequate and effective predeployment training in those standards.

7.4 The United Nations shall continue to provide to national contingents mission-specific training material on United Nations standards of conduct, mission-specific rules and regulations, and relevant local laws and regulations. Further, the United Nations shall conduct adequate and effective induction training and training during mission assignment to complement predeployment training.

Article 7 terDiscipline

7.5 The Government acknowledges that the commander of its national contingent is responsible for the discipline and good order of all members of the contingent while assigned to the United Nations Interim Force in Lebanon (UNIFIL). The Government accordingly undertakes to ensure that the Commander of its national contingent is vested with the necessary authority and takes all reasonable measures to maintain discipline and good order among all members of the national contingent to ensure compliance with the United Nations standards of conduct, mission-specific rules and regulations and the obligations towards national and local laws and regulations in accordance with the status-of-forces agreement.

7.6 The Government undertakes to ensure, subject to any applicable national laws, that the Commander of its national contingent regularly informs the Force Commander of any serious matters involving the discipline and good order of members of its national contingent including any disciplinary action taken for violations of the United Nations standards of conduct or mission-specific rules and regulations or for failure to respect the local laws and regulations.

7.7 The Government shall ensure that the Commander of its national contingent receives adequate and effective predeployment training in the proper discharge of his or her responsibility for maintaining discipline and good order among all members of the contingent.

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7.8 The United Nations shall assist the Government in fulfilling its requirements under paragraph 3 above by organizing training sessions for commanders upon their arrival in the mission on the United Nations standards of conduct, mission-specific rules and regulations and the local laws and regulations.

7.9 The Government shall use its welfare payments to provide adequate welfare and recreation facilities to its contingent members in the mission.

Article 7 quater

Investigations

7.10 It is understood that the Government has the primary responsibility for investigating any acts of misconduct or serious misconduct committed by a member of its national contingent.

7.11 In the event that the Government has prima facie grounds indicating that any member of its national contingent has committed an act of serious misconduct, it shall without delay inform the United Nations and forward the case to its appropriate national authorities for the purposes of investigation.

7.12 In the event that the United Nations has prima facie grounds indicating that any member of the Government's national contingent has committed an act of misconduct or serious misconduct, the United Nations shall without delay inform the Government. If necessary to preserve evidence and where the Government does not conduct fact-finding proceedings, the United Nations may, in cases of serious misconduct, as appropriate, where the United Nations has informed the Government of the allegation, initiate a preliminary fact-finding inquiry of the matter, until the Government starts its own investigation. It is understood in this connection that any such preliminary fact-finding inquiry will be conducted by the appropriate United Nations investigative office, including the Office of Internal Oversight Services, in accordance with the rules of the Organization. Any such preliminary fact-finding inquiry shall include as part of the investigation team a representative of the Government. The United Nations shall provide a complete report of its preliminary fact-finding inquiry to the Government at its request without delay.

7.13 In the event that the Government does not notify the United Nations as soon as possible, but no later than 10 working days from the time of notification by the United Nations, that it will start its own investigation of the alleged serious misconduct, the Government is considered to be unwilling or unable to conduct such an investigation and the United Nations may, as appropriate, initiate an administrative investigation of alleged serious misconduct without delay. The administrative investigation conducted by the United Nations in regard to any member of the national contingent shall respect those legal rights of due process that are provided to him or her by national and international law. Any such administrative investigation includes as part of the investigation team a representative of the Government if the Government provides one. In case the Government nevertheless decides to start its own investigation, the United Nations provides all available materials of

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the case to the Government without delay. In cases where a United Nations administrative investigation is completed, the United Nations shall provide the Government with the findings of, and the evidence gathered in the course of, the investigation.

7.14 In the case of a United Nations administrative investigation into possible serious misconduct by any member of the national contingent, the Government agrees to instruct the Commander of its national contingent to cooperate and to share documentation and information, subject to applicable national laws, including military laws. The Government also undertakes, through the Commander of its national contingent, to instruct the members of its national contingent to cooperate with such United Nations investigation, subject to applicable national laws, including military laws.

7.15 When the Government decides to start its own investigation and to identify or send one or more officials to investigate the matter, it shall immediately inform the United Nations of that decision, including the identities of the official or officials concerned (hereafter “National Investigations Officers”).

7.16 The United Nations agrees to cooperate fully and to share documentation and information with appropriate authorities of the Government, including any National Investigations Officers, who are investigating possible misconduct or serious misconduct by any member of the Government’s national contingent.

7.17 Upon the request of the Government, the United Nations shall cooperate with the competent authorities of the Government, including any National Investigations Officers, that are investigating possible misconduct or serious misconduct by any members of its national contingent in liaising with other Governments contributing personnel in support of the United Nations Interim Force in Lebanon (UNIFIL), as well as with the competent authorities in the mission area, with a view to facilitating the conduct of those investigations. To this end, the United Nations shall take all possible measures to obtain consent from the host authorities. The competent authorities of the Government shall ensure that prior authorization for access to any victim or witness who is not a member of the national contingent, as well as for the collection or securing of evidence not under the ownership and control of the national contingent, is obtained from the host nation competent authorities.

7.18 In cases where National Investigations Officers are dispatched to the mission areas, they would lead the investigations. The role of the United Nations investigators in such cases will be to assist the National Investigations Officers, if necessary, in the conduct of their investigations in terms of, e.g. identification and interviewing of witnesses, recording witness statements, collection of documentary and forensic evidence and provision of administrative as well as logistical assistance.

7.19 Subject to its national laws and regulations, the Government shall provide the United Nations with the findings of investigations conducted by its competent authorities, including any National Investigations Officers, into possible misconduct or serious misconduct by any member of its national contingent.

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7.20 When National Investigations Officers are deployed in the mission area, they will enjoy the same legal status as if they were members of their respective contingent while they are in the mission area, or host country.

7.21 Upon the request of the Government, the United Nations shall provide administrative and logistic support to the National Investigations Officers while they are in the mission area or host country. The Secretary-General will provide, in accordance with his authority, financial support as appropriate for the deployment of National Investigations Officers in situations where their presence is requested by the United Nations, normally the Department of Peacekeeping Operations, and where financial support is requested by the Government. The United Nations will request the Government to deploy National Investigations Officers in high-risk, complex matters and in cases of serious misconduct. This paragraph is without prejudice to the sovereign right of the Government to investigate any misconduct of its contingent members.

Article 7 quinquies

Exercise of jurisdiction by the Government

7.22 Military members and any civilian members subject to national military law of the national contingent provided by the Government are subject to the Government's exclusive jurisdiction in respect of any crimes or offences that might be committed by them while they are assigned to the military component of the United Nations Interim Force in Lebanon (UNIFIL). The Government assures the United Nations that it shall exercise such jurisdiction with respect to such crimes or offences.

7.23 The Government further assures the United Nations that it shall exercise such disciplinary jurisdiction as might be necessary with respect to all other acts of misconduct committed by any members of the Government's national contingent while they are assigned to the military component of the United Nations Interim Force in Lebanon (UNIFIL) that do not amount to crimes or offences.

Article 7 sexiens

Accountability

7.24 If either a United Nations investigation or an investigation conducted by the competent authorities of the Government concludes that suspicions of misconduct by any member of the Government's national contingent are well founded, the Government shall ensure that the case is forwarded to its appropriate authorities for due action. The Government agrees that those authorities shall take their decision in the same manner as they would in respect of any other offence or disciplinary infraction of a similar nature under its laws or relevant disciplinary code. The Government agrees to notify the Secretary-General of progress on a regular basis, including the outcome of the case.

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7.25 If a United Nations investigation, in accordance with appropriate procedures, or the Government's investigation concludes that suspicions of failure by the contingent Commander to

- (a) Cooperate with a United Nations investigation in accordance with article 7 quater paragraph 7.14, it being understood that the Commander will not have failed to cooperate merely by complying with his or her national laws and regulations, or the Government's investigation; or
- (b) Exercise effective command and control; or
- (c) Immediately report to appropriate authorities or take action in respect of allegations of misconduct that are reported to him

are well founded, the Government shall ensure that the case is forwarded to its appropriate authorities for due action. The fulfilment of these aspects shall be evaluated in the contingent Commander's performance appraisal.

7.26 The Government understands the importance of settling matters relating to paternity claims involving a member of its contingent. The Government will, to the extent of its national laws, seek to facilitate such claims provided to it by the United Nations to be forwarded to the appropriate national authorities. In the case that the Government's national law does not recognize the legal capacity of the United Nations to provide such claims, these shall be provided to the Government by the appropriate authorities of the host country, in accordance with applicable procedures. The United Nations must ensure that such claims are accompanied by the necessary conclusive evidence, such as a DNA sample of the child when prescribed by the Government's national law.

7.27 Bearing in mind the contingent commander's obligation to maintain the discipline and good order of the contingent, the United Nations, through the Force Commander, shall ensure that the contingent is deployed in the mission in accordance with agreement between the United Nations and the Government. Any redeployment outside the agreement will be made with the consent of the Government or contingent commander, in accordance with applicable national procedures.

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Article 8

Specific conditions

- 8.1 Environmental Condition Factor: 0.6%
- 8.2 Intensity of Operations Factor: 0.8%
- 8.3 Hostile Action/Forced Abandonment Factor: 3.1%
- 8.4 Incremental Transportation Factor: The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at 2591 kilometres. The factor is set at 0.5% per cent of the reimbursement rates.
- 8.5 The following locations are the agreed originating locations and ports of entry and exit for the purpose of transportation arrangements for the movement of personnel and equipment:

Troops:

Airport/Port of Entry/Exit (in the troop contributing country): Vienna, Austria

Airport/Port of Entry/Exit (in the area of operations): Beirut, Lebanon

Note: The troop may be returned to another location nominated by the troop contributor, however, the maximum cost to the United Nations will be the cost to the agreed originating location. Where a rotation uplifts troops from a different port of exit this port shall become the agreed port of entry for these personnel.

Equipment:

Originating Location: Austria

Port of Embarkation/Disembarkation: Koper, Slovenia

Port of Embarkation/Disembarkation (in the mission area): Beirut, Lebanon

Article 9

Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the personnel or equipment provided by the Government in the performance of services or any other activity or operation under this MOU. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the personnel provided by the Government, the Government will be liable for such claims.

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Article 10Recovery

10. The Government will reimburse the United Nations for loss of or damage to United Nations-owned equipment and property caused by the personnel or equipment provided by the Government if such loss or damage (a) occurred outside the performance of services or any other activity or operation under this MOU, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel provided by the Government.

Article 11Supplementary arrangements

11. The parties may conclude written supplementary arrangements to the present MOU.

Article 12Amendments

12. Either of the Parties may initiate a review of the level of contribution subject to reimbursement by the United Nations or to the level of national support to ensure compatibility with the operational requirements of the mission and of the Government. The present MOU may only be amended by written agreement of the Government and the United Nations.

Article 13Settlement of disputes

13.1 The United Nations Interim Force in Lebanon (UNIFIL) shall establish a mechanism within the mission to discuss and resolve, amicably by negotiation in a spirit of cooperation, differences arising from the application of this MOU. This mechanism shall be comprised of two levels of dispute resolution:

- (a) First level: The Director of Mission Support (DMS) in consultation with the Force Commander (FC) and the Contingent Commander will attempt to reach a negotiated settlement of the dispute; and
- (b) Second level: Should negotiations at the first level not resolve the dispute, a representative of the Permanent Mission of the Member State and the Under-Secretary-General, Department of Peacekeeping Operations, or his representative shall, at the request of either Party, attempt to reach a negotiated settlement of the dispute.

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13.2 Disputes that have not been resolved as provided in paragraph 13.1 above may be submitted to a mutually-agreed conciliator or mediator appointed by the President of the International Court of Justice, failing which the dispute may be submitted to arbitration at the request of either party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within thirty days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedures for the arbitration shall be fixed by the arbitrators, and each Party shall bear its own expenses. The arbitral award shall contain a statement of reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute. The arbitrators shall have no authority to award interest or punitive damages.

Article 14

Entry into force

- 14.1 The present MOU shall enter into force on the first day of the second month following the day on which both Parties have informed each other of the fulfilment of the legal requirements for the entry into force.
- 14.2 The present MOU shall be applied provisionally by each Party which has informed the other Party of its intention to do so.
- 14.3 The present MOU shall become effective retroactively on 14 November 2011. The financial obligations of the United Nations with respect to reimbursement of personnel, major equipment and self-sustainment rates start from the date of arrival of personnel or serviceable equipment and self-sustainment rates start from the date of arrival of personnel or serviceable equipment in the mission area, and will remain in effect until the date personnel or serviceable equipment depart the mission area as per the agreed withdrawal plan or the date of effective departure where the delay is attributable to the United Nations.

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Article 15Termination

15. The present MOU may be terminated by each Party. Such termination shall become effective three months after the notification of the other Party. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the United Nations and the Federal Government of Austria have signed this Memorandum of Understanding.

Signed in New York, on February 2, 2015 in two originals in the English language.

For the Federal Government of Austria

Martin Sajdik

Permanent Representative of Austria
to the United Nations

For the United Nations

Ameerah Haq

Under-Secretary-General
for Field Support