



Multinational Force and Observers

Sir,

I have the honor to refer to recent discussions regarding the participation of the Government of New Zealand in the Multinational Force and Observers (MFO) (herein collectively referred to as the Parties) through providing personnel to MFO operations in the Sinai.

Based on these discussions I have the honor to propose the following:

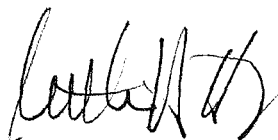
1. The Government of New Zealand shall deploy a contingent to the agreed mission of the MFO. The New Zealand contingent shall not be withdrawn from the agreed mission of the MFO unless the Government of the Arab Republic of Egypt and the Government of the State of Israel agree to terminate the mandate of the MFO, or the Government of New Zealand provides at least six months written notice of its intention to withdraw from the agreed mission of the MFO.
2. Annexes I, II, and III set out the composition and mission of the New Zealand contingent, the financial arrangements, and the administrative and management arrangements, respectively.
3. The Parties shall consult at the request of either concerning any matter arising under this Agreement, including any proposal for an extension or withdrawal of the deployment of the New Zealand contingent.

His Excellency Peter Bennett
Ambassador of New Zealand to Italy
Via Zara, 28
00198 Rome, Italy


On behalf of the two Parties to the Treaty of Peace, and the MFO, I welcome the decision of the Government of New Zealand to continue its participation in the MFO on the foregoing basis.

If the foregoing is acceptable to the Government of New Zealand, I have the honor to propose that this Note and its Annexes, and your confirmatory reply thereto, shall together constitute an agreement on New Zealand participation in the MFO which shall enter into force on the date that the Government of New Zealand notifies the MFO of the Government of New Zealand's acceptance of this Note and its Annexes. This agreement shall remain in force until the mandate of the MFO is terminated by agreement between the Government of the Arab Republic of Egypt and the Government of the State of Israel, or until the Government of New Zealand withdraws its contingent from the agreed mission of the MFO following not less than six months notice to the MFO, whichever occurs sooner. On entry into force, this exchange of Notes shall replace the provisions of the exchange of Notes between the MFO and the Government of New Zealand dated 26 March and 30 March 1998.

Accept, Sir, the assurances of my highest consideration, and the expression of the sincere appreciation of the Funds-Contributing and Participating States for the decision to share, once again, in our commitment to maintain the peace.



Arthur H. Hughes
Director General



January 27, 1999, Rome, Italy

Enclosures: Annexes 1 - 3

ANNEX I
COMPOSITION AND MISSION OF THE NEW ZEALAND CONTINGENT

1. The Government of New Zealand shall provide to the Multinational Force and Observers (MFO) a contingent as described below (hereinafter referred to as the "Contingent"). The total strength of the Contingent shall be approximately twenty-six (26) personnel. The Parties may mutually determine in writing to change the number or positions of the members of the Contingent.
2. The Government of New Zealand shall provide a Contingent Commander, whose rank is not to exceed that of Lieutenant Colonel or service equivalent, and an administrative non-commissioned officer. The Contingent Commander shall provide command of all New Zealand personnel serving with the MFO, and shall be, within the MFO, the liaison for the formulation of projects undertaken by the New Zealand specialist teams. The Contingent Commander shall also undertake a mutually agreed appointment on the Force Commander's staff and command of the Training and Advisory Team (TAT).
3. The TAT element shall plan, coordinate, conduct, and evaluate training on MFO procedures required of all units. The TAT strength shall be approximately nine (9) personnel and will include expertise in operational skills such as patrolling, communications, skills at arms, driver training, routine logistic and administrative procedures, and safety and survival training.
4. The Contingent shall include an officer, whose rank shall be that of Major or service equivalent, to serve on the Force Liaison staff. The duties of this liaison officer shall include tasks related to day-to-day liaison between the Force and the Liaison systems of the Arab Republic of Egypt and the State of Israel.
5. The Contingent shall include an officer, whose rank shall be that of Major or service equivalent, to serve as the Force Engineer at North Camp. The Contingent shall include an additional individual, whose rank shall be that of a Staff Sergeant or Warrant Officer or service equivalent, to fill an additional engineering position known as Quality Assurance NCO.
6. The Contingent shall include an officer, whose rank shall be that of Major or service equivalent, who shall be assigned to the Force Commander as Military Assistant.
7. The Contingent shall include an officer, whose rank shall be that of Captain or service equivalent, who shall be assigned to the Operations Center as an Operations Duty Officer.
8. The Contingent shall include an individual, whose rank shall be that of Corporal or service equivalent, who shall be assigned to the Operations Center to aid the Chief of Operations as an Operations Clerk.

9. The Contingent shall include an individual, whose rank shall be that of Corporal or service equivalent, who shall be assigned to the Personnel Branch as the Passport/ID Clerk.
 10. The Contingent shall include a section of approximately eight (8) vehicle drivers, as part of a multinational transportation element, with responsibility for operating vehicles in the Force support fleet.
 11. Unless otherwise mentioned in this paragraph or mutually determined by the Parties, personnel of the Contingent shall serve unaccompanied tours of a minimum of six-months. The Contingent Commander, Force Liaison officer, and Force Engineer at North Camp shall serve at least one year unaccompanied tours, and the Military Assistant to the Force Commander shall serve an unaccompanied tour of at least six months, subject to renewal for an additional six months upon the mutual consent of the Parties.
 12. Members of the Contingent may be armed with their normally assigned individual weapons.
 13. Members of the Contingent shall be granted leave in accordance with established MFO procedures. Current MFO policy allows each member up to 2 ½ days leave, exclusive of sick leave and weekend passes but inclusive of New Zealand national statutory holidays, for every month served during their tour of duty with the MFO.
 14. The Parties shall consult and mutually determine rotation of the Contingent to ensure continuity to all Contingent positions.
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ANNEX II

FINANCIAL ARRANGEMENTS

1. The Government of New Zealand shall remain responsible for payment to the personnel of the Contingent, without cost to the MFO, of the salaries and allowances which would normally be paid to such personnel when stationed in New Zealand.
2. The MFO shall pay to the Government of New Zealand an amount equivalent to the cost to the Government of New Zealand of special allowances payable to the personnel of the Contingent for peacekeeping services with the MFO.
3. The MFO shall reimburse the Government of New Zealand for the cost of shipping of personal weapons and kits as required, and up to 45 kilograms of accompanying baggage per person for a six month tour, or up to 70 kilograms accompanying baggage per person for a one year tour, for each rotation to and from New Zealand. The amount of reimbursement shall be calculated at the rate for MFO contract prices for economy class airfares on regularly scheduled commercial carriers utilizing the "MFO Routing." The MFO Routing is the most direct routing, including an overnight rest stop, from Wellington to the MFO duty station in either of the Receiving States and, from the MFO duty station, on the most direct routing, including an overnight rest stop, to Wellington.
4. The Government of New Zealand, or the personnel concerned, shall be responsible for any additional costs resulting from deviations from the MFO Routing, including deviations as a result of an illness as described in Paragraph 4 of Annex III.
5. The MFO shall provide, without cost to the Government of New Zealand, food, lodging, and base support for the Contingent in the Sinai.
6. The Government of New Zealand shall pay to the MFO the equivalent cost of food, lodging, and base support for members of the Contingent which would be incurred were they stationed in New Zealand.
7. The Government of New Zealand shall provide, without cost to the MFO, the personnel of the Contingent with the personal weapons, ammunition, uniforms and other personal equipment required to perform their mission in the Sinai.
8. Reimbursement by the MFO of payments made by the Government of New Zealand based upon national legislation and/or regulations for death, injury, disability, or illness of Contingent personnel attributable to service with the MFO shall be the responsibility of the MFO, and shall be reimbursed as follows: where periodic payments are called for under national legislation or regulations, reimbursement shall be made in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim shall be required to enable reimbursement by the MFO of payments due or made by the Government of New Zealand to beneficiaries in accordance with national legislation or regulations. This claim shall be appropriately certified by the Secretary to the Treasury of the Government of New Zealand.

9. Payment to the Government of New Zealand for costs it incurs under Paragraph 3 of this Annex shall be made within 30 days of presentation to the MFO of an invoice or other acceptable documentation supporting the payments requested by the Government of New Zealand. The settlement and payment of all other amounts under this agreement shall take place on a quarterly basis.

10. The foregoing financial arrangements may be modified by mutual consent of the MFO and the competent New Zealand authorities.

ANNEX III

ADMINISTRATION AND MANAGEMENT ARRANGEMENTS

1. The Government of New Zealand shall require personnel of the Contingent to conduct themselves in accordance with the terms of the Protocol of 3 August 1981 to the Treaty of Peace of 26 March 1979 between the Arab Republic of Egypt and the State of Israel (the Protocol), and comply with MFO directives, regulations, and orders.

2. The MFO shall provide personnel of the Contingent with routine outpatient medical and dental care and emergency stabilization at MFO treatment facilities in the Sinai and referral to medical facilities in the Receiving States or medical repatriation, if necessary.

3. The Government of New Zealand shall ensure that personnel of the Contingent are medically and dentally fit prior to their deployment to the MFO. The MFO shall give notice to the Government of New Zealand of those medical and dental conditions that should bar deployment to the MFO and the immunizations that personnel of the Contingent should receive prior to deployment.

4. If personnel of the Contingent, who are deployed after a notice specified in Paragraph 3 is given, require medical or dental care or repatriation due to:

(a) a preexisting condition specified by the MFO in the notice referred to in Paragraph 3, or

(b) the personnel's failure to obtain an immunization specified by the MFO in the notice referred to in Paragraph 3,

the MFO may charge the Government of New Zealand for the costs associated with the care or repatriation of such personnel.

5. The MFO shall be responsible for the repatriation of the remains of deceased personnel to New Zealand.

6. (a) The Government of New Zealand shall be responsible for organizing travel arrangements for the Contingent, including deployment, redeployment, and any mid-tour out of country relief travel.

(b) Personnel of the Contingent shall be deemed to have entered service attributable to the MFO from the time they embark in New Zealand for the purpose of assuming duty with the MFO. Unless otherwise mutually determined, personnel who deviate, for reason of personal, national, or official convenience (including illness due to the matters set out in Paragraph 4 of this Annex), from the MFO Routing shall not, while they are on that deviation, be considered to be on service attributable to the MFO. Personnel whose journey to assume MFO duty begins at a place other than New Zealand shall not be deemed to have entered service attributable to the MFO until they have reported to MFO authorities.

(c) Personnel of the Contingent, on completing duty with the MFO, shall cease service attributable to the MFO in accordance with the following:

(i) with respect to personnel with an onward duty station in New Zealand who travel directly to New Zealand, their MFO service shall terminate upon their disembarkation in New Zealand;

(ii) with respect to personnel with an onward duty station in a country other than New Zealand who travel directly to that country, MFO service shall terminate upon that individual's disembarkation at any point in that country;

(iii) with respect to personnel who for reasons of personal, national, or official convenience (including illness, due to the matters set out at Paragraph 4 of this Annex) delay arrival in the country of their new duty station, MFO service shall terminate upon their departure from either of the Receiving States; and

(iv) with respect to personnel who, for reasons of personal, national, or official convenience (but not for reasons of illness), delay departure from the Receiving States, MFO service shall terminate upon their departure from their MFO duty station.

(d) The MFO shall not be responsible for the late arrival at the onward duty station of any personnel who deviate from the MFO Routing.

7. The Government of New Zealand shall furnish the Contingent at all times with ammunition stocks of two MFO basic loads per weapon, and an additional training amount of one-half of an MFO basic load per weapon. The MFO basic load is 200 rounds for a rifle and 26 rounds for a pistol.

8. (a) The Government of New Zealand may provide direct radio or other communications links with its Contingent at its own expense. Implementation of a decision to do so shall be coordinated with the MFO Force Commander. Avoidance of interference with MFO communications is the responsibility of the Government of New Zealand. Frequencies must be mutually determined between the Government of New Zealand and the Government of the Arab Republic of Egypt.

(b) Direct telex and telephone communications links between the MFO Force and the MFO Headquarters may be utilized for communications between the Contingent Commander and the Embassy of New Zealand in Rome. The MFO shall assure their prompt delivery and shall keep such communications clearly marked as Contingent communications out of regular distribution channels so as to limit their handling to those with a need for access directly related to their communication and delivery.

(c) MFO communications facilities may be utilized by the Contingent Commander for communications with New Zealand on contingent business, without

cost to the MFO and on a space-available basis. The MFO Force Commander may authorize communications payable by the MFO in cases of personal emergency or for humanitarian reasons, or, after consultation with MFO Headquarters in Rome, for MFO business.

(d) The MFO Headquarters in Rome shall be the channel for official communications between the MFO and the Government of New Zealand.

9. (a) Subject to specified size and weight limitations, the MFO shall ensure delivery and pick-up of contingent letters in the Sinai and shall arrange for shipment of contingent letters to a designated postal address in New Zealand. The Contingent shall make its own arrangements to distribute New Zealand postage stamps. The Government of New Zealand shall arrange and pay for shipments of pouches from New Zealand to a designated address in Tel Aviv, and shall be reimbursed by the MFO on submission of appropriate documentation pursuant to the procedure in Paragraph 9 of Annex II of this Agreement.

(b) The Government of New Zealand may enter into arrangements with the postal authorities of a Receiving State and other Participating States for its mail and parcel post deliveries to and from New Zealand. Where such arrangements are entered into, the MFO shall reimburse the Government of New Zealand an amount equivalent to that for which it would have been responsible under Paragraph 9(a) for the shipment of mail pouches between New Zealand and Tel Aviv.

(c) The designated postal addresses in New Zealand and Tel Aviv shall be the addresses listed below or such other addresses as a Party may notify to the other Party in writing from time to time:

In New Zealand:
NZCMFO, El Gorah, Sinai
c/ - Auckland International Mail Centre
Auckland Force Concession

In Tel Aviv:
MFO-NZCON
75 Ramot Yam
Herzliyah
Pitauch 46851 Israel

(d) Additional letter mail and parcel post is available by international mail through the Tel Aviv address indicated above. For outbound letters and parcels, Israeli postage is sold at North Camp.

10. Contingent requirements for goods or services from local sources, even if at Contingent expense, shall be procured through MFO procurement channels, except as may be previously mutually determined. All contingent stores and support equipment and supplies to be imported by the Government of New Zealand, including arms and ammunition, shall be notified at least 4 weeks in advance to MFO Headquarters, which may set limits on such importation.

11. Insofar as possible and in accordance with New Zealand law, the Contingent Commander shall assist the MFO in any investigation of any act causing loss to the MFO, including damage to MFO-owned equipment, vehicles, or other property, resulting from the contravention of national or MFO regulations or orders. Such assistance may include, where appropriate, action to discipline the personnel concerned and to provide the MFO restitution by recovering the cost of such loss or damage from the personnel concerned.

12. Whenever the Government of New Zealand investigates any personnel of the Contingent under New Zealand law for having allegedly caused loss or damage to MFO property, the Government of New Zealand shall, at the request of the MFO, provide information on the disposition of any such case, subject to the laws of New Zealand.

13. The Government of New Zealand shall have the right to conduct accident, disciplinary, or other investigations in connection with events relating to the Contingent or its property in accordance with New Zealand law. These investigations shall be coordinated with any parallel MFO investigation. The MFO shall assist the Government of New Zealand in the conduct of the investigations.

14. Personnel of the Contingent may be repatriated, at the request of the Government of New Zealand, before completion of their tour of duty. The MFO shall concur in such requests, but may require that if an individual fills an important staff or other position for which the MFO has no ready replacement, a suitable replacement be furnished in time for overlap to occur between the replacement and the departing personnel.

15. The repatriation of any personnel for disciplinary reasons shall be coordinated with the MFO Director General. Appropriate arrangements shall be made to ensure the availability of such personnel in connection with any related investigation or legal proceedings.

16. In case of the repatriation of any personnel of the Contingent for disciplinary or New Zealand administrative reasons, the MFO may charge the Government of New Zealand for the costs associated with the repatriation.

17. In the event of any disagreement between the Parties on the disposition of a claim arising in connection with the implementation of the terms of this Agreement, the Parties shall consult, at the request of either Party, with a view to resolving their differences, taking into account relevant MFO claims practice and directives and the relevant facts and circumstances of the case.

18. The Government of New Zealand shall notify the MFO of the terms of any supplementary agreement with a Receiving State pursuant to Paragraph 11(d) of the Protocol.

19. The Government of New Zealand shall consider taking appropriate steps to give effect in New Zealand to the international organization privileges and immunities conferred on the MFO by the Protocol.



NEW ZEALAND EMBASSY

TE AKA AORERE

ROME

31 March 1999

Mr Arthur M Hughes
Director General
Multilateral Force and Observers
Rome

Sir,

I have the honour to refer to your Note dated 27 January 1999, which reads as follows:

Sir,

I have the honor to refer to recent discussions regarding the participation of the Government of New Zealand in the Multinational Force and Observers (MFO) (herein collectively referred to as the Parties) through providing personnel to MFO operations in the Sinai.

Based on these discussions I have the honor to propose the following:

1. The Government of New Zealand shall deploy a contingent to the agreed mission of the MFO. The New Zealand contingent shall not be withdrawn from the agreed mission of the MFO unless the Government of the Arab Republic of Egypt and the Government of the State of Israel agree to terminate the mandate of the MFO, or the Government of New Zealand provides at least six months written notice of its intention to withdraw from the agreed mission of the MFO.
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On behalf of the two Parties to the Treaty of Peace, and the MFO, I welcome the decision of the Government of New Zealand to continue its participation in the MFO on the foregoing basis.

VIA ZARA 28

00198 ROME ITALY

TELEPHONE (39) 06441 7171 FACSIMILE (39) 06440 2984

If the foregoing is acceptable to the Government of New Zealand, I have the honor to propose that this Note and its Annexes, and your confirmatory reply thereto, shall together constitute an agreement on New Zealand participation in the MFO which shall enter into force on the date that the Government of New Zealand notifies the MFO of the Government of New Zealand's acceptance of this Note and its Annexes. This agreement shall remain in force until the mandate of the MFO is terminated by agreement between the Government of the Arab Republic of Egypt and the Government of the State of Israel, or until the Government of New Zealand withdraws its contingent from the agreed mission of the MFO following not less than six months notice to the MFO, whichever occurs sooner. On entry into force, this exchange of Notes shall replace the provisions of the exchange of Notes between the MFO and the Government of New Zealand dated 26 March and 30 March 1998.

Accept, Sir, the assurances of my highest consideration, and the expression of the sincere appreciation of the Funds-Contributing and Participating States for the decision to share, once again, in our commitment to maintain the peace.

Arthur H. Hughes
Director General

I have the honour to convey the agreement of my Government to New Zealand's participation in the MFO on the basis set out in your Note, and to confirm that your Note and its Annexes, together with this reply, shall constitute an Agreement on New Zealand Participation in the MFO which shall enter into force on this date. On entry into force, this Exchange of Notes shall replace the provisions of the Exchange of Notes between the MFO and the Government of New Zealand dated 26 March and 30 March 1998.

Accept, Sir, the assurances of my highest consideration.



Peter Bennett
Ambassador