

MEMORANDUM OF UNDERSTANDING

Between

**THE UNITED NATIONS AND THE GOVERNMENT OF
NEW ZEALAND**

Contributing

RESOURCES TO THE UNITED NATIONS IN EAST TIMOR

Whereas, the United Nations Transitional Administration in East Timor (UNTAET) was established pursuant to the United Nations Security Council resolution 1272 (1999).

Whereas, at the request of the United Nations, the Government of New Zealand (hereinafter referred to as the “Government”) has agreed to contribute personnel, equipment and services for the Sector West HQ Support Unit to assist the United Nations Transitional Administration in East Timor (UNTAET) 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 1

Definitions

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

Article 2

Documents 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 “Memorandum”) between the Parties for the provision of personnel, equipment and services in support of UNTAET.

2.2. Annexes:

Annex A: Personnel

- 1.- Requirements
- 2.- Reimbursement.
- 3.- General conditions for personnel

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 and damage
- 7.- Special case equipment

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 usage factors
- 6.- Loss and damage

Annex D: Performance standards for major equipment

Annex E: Performance standards for self-sustainment

Annex F: Definitions

Annex G: Guidelines for troop-contributors¹

¹ Annex G was previously distributed and is not included in the present document.

Article 3

Purpose

3. The purpose of this Memorandum 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 UNTAET.

Article 4

Application

4. The present memorandum shall be applied in conjunction with the Guidelines for Troop Contributors which is annexed hereto as annex G.

Article 5

Contribution of the Government

- 5.1 The Government shall contribute to UNTAET the personnel listed at annex A. Any personnel above the level indicated in this Memorandum 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 UNTAET 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 UNTAET. Any equipment above the level indicated in this Memorandum 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 UNTAET 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 UNTAET. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations

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 Memorandum at the rates stated in annex A, article 2.
- 6.2. The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately 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 rates for the self-sustainment shall be reduced proportionately 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. The payment of the troop costs, the lease and self-sustainment rates will be calculated from the date of arrival of personnel or equipment in the mission area and will remain in effect until the date the personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 7

General conditions

7. 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.

Article 8

Specific conditions

- 8.1. Environmental condition factor: 1.0 %
- 8.2. Intensity of operations factor: 1.0%
- 8.3. Hostile action/forced abandonment factor: 0.0%
- 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 6,505 kilometres. The factor is set at 1.75 % of the reimbursement rates.
- 8.5 The following locations are the agreed originating location and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment of the main party:

Troops:

Airport of entry/exit: Auckland
 Airport of entry/exit (in the area of operations): Dili/Suai

Equipment:

Originating location: Auckland
 Port of embarkation/disembarkation: Auckland
 Port of embarkation/disembarkation (in the area of operations): Dili/Suai

Article 9

Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where 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 Memorandum. 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.

Article 10

Recovery

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 Memorandum, or (b) arose or resulted from gross negligence or wilful misconduct by the personnel of the Government.

Article 11

Supplementary arrangements

11. The Parties may conclude written supplementary arrangements to the present Memorandum.

Article 12

Amendments

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 Memorandum may only be amended by written agreement of the Government and the United Nations.

Article 13

Settlement of disputes

- 13.1. UNTAET 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 Memorandum.

- 13.2. Disputes that have not been resolved as provided in paragraph 13.1 above shall be referred by the Head of Mission to the United Nations Under-Secretary-General for Peacekeeping Operations. Upon receipt of such notice, the Under-Secretary-General shall institute discussions and consultations with representatives of the Government with a view to reaching an amicable resolution of the dispute.
- 13.3. Disputes that have not been resolved as provided in paragraph 13.2 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.

Article 14

Entry into force

14. The present Memorandum shall become effective on 21 February 2000. 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 in the mission area, and will remain in effect until the date personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 15

Termination

15. 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 Government of New Zealand have signed this Memorandum.

Signed in New York, on 27/04/01 in two originals in the English language.

For the United Nations

For the Government of New Zealand



Mr. Michael Sheehan
Assistant Secretary-General
for Logistics, Management and Mine Action
Department of Peacekeeping Operations



H.E. Mr. Don MacKay
Ambassador Extraordinary and
Plenipotentiary
Permanent Representative of New Zealand

ANNEX A – PERSONNEL**NEW ZEALAND SECTOR WEST HQ SUPPORT UNIT****1.- Requirements.**

1. The Government agrees to provide the following personnel:

For the period starting 21 February 2000

UNIT/SUB UNIT	QTY.	CAPABILITY
Sector West HQ Support Unit	11	
Total	11	

2.- Reimbursement.

2. The Government will be reimbursed as follows:
 - A. Troop Costs at the rate of \$988 per month per contingent member;
 - B. Personal clothing, gear, and equipment allowance at the rate of \$65 a month per contingent member. Appendix 1 lists the minimum requirement to be provided;
 - C. Personal weaponry and ammunition at the rate of \$5 a month per contingent member; and,
 - D. An allowance for specialists at the rate of \$291 per month for 10% of the personnel strength.
3. The contingent personnel will receive directly from the peace-keeping mission a Daily Allowance of \$1.28 plus a recreational leave allowance of \$10.50 per day for up to 7 days of leave taken during each six month period.

3.- General conditions for personnel.

4. The Government shall ensure that the personnel it provides meet the standards established by the United Nations for service with UNTAET, inter alia, with respect to rank, experience, physical fitness, specialization, and knowledge of languages. The personnel shall be trained on the equipment with which the contingent is provided and shall comply with whatever policies and procedures may be laid down by the United Nations regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlement.
5. During the period of their assignment to UNTAET, the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.
6. The United Nations shall convey to the Government all pertinent information relating to the provision of the personnel, including matters of liability for loss or damage to United Nations property and compensation claims in respect to death, injury or illness attributable to United Nations service and/or loss of personal property.

7. Any personnel above the strength authorized in this Memorandum is a national responsibility, and not subject to reimbursement or support by the United Nations. Such personnel may be deployed to UNTAET, with prior approval of the United Nations if it is assessed by the troop-contributing country and the United Nations to be needed for national purposes, for example to operate the communications equipment for a national rear link. These personnel shall be part of the contingent, and as such enjoy the legal status of members of UNTAET. The troop-contributing country will not, however, receive any reimbursement in respect of these personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel, nor will the United Nations provide such personnel with support or services.
8. Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this Memorandum as appropriate.
9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated to military members of formed bodies of troops for the purpose of this Memorandum.
10. The general administrative and financial arrangements applicable to the provision or military and other personnel shall be those set forth in the Guidelines for troop-contributors at Annex G.

APPENDIX 1
TO ANNEX A
TO DPKO/UNTAET/NZ/04

PERSONNEL EQUIPMENT/SOLDIER'S KIT:

DESCRIPTION:	QTY:
UNIFORM ITEMS	
Combat Jacket, Light Weight	2
Shirt, Long Sleeves	2
Undershirts	4
Combat Trousers, Light Weight	2
Pocket Handkerchief	6
Boot Desert Combat	1
Summer Socks	4
Shorts	2
Underpants	4
Hand Towel	2
PERSONAL EQUIPMENT ITEMS	
Sleeping Bag	1
Travelling Bag	1
Tooth Brush	1
Dining Knife	1
Spoon	1
Fork	1
Mess Tin	1
Drinking Mug	1
Cleaning Brush	2
Water Canteen	1
Individual Mosquito Net	1
Flashlight	1
Survival Kit	1
First Aid Kit	1
RECOMMENDED ITEMS	
Suspenders	1
Compass	1
Raincoat	1

ANNEX B

New Zealand does not provide any major item of contingent-owned equipment in support of Sector West HQ. Therefore there is no requirement for the generic Annex B for this MOU.

2.- General conditions for self-sustainment.

1. The minor equipment and consumables provided under this Memorandum shall remain the property of the Government.

3.- Verification and control procedures.

2. The United Nations through its Head of Mission is responsible, in coordination with the contingent or other delegated authority designated by the troop-contributor, to ensure that the equipment provided by the Government meets the requirements of the Mission and is provided in accordance with annex C of this Memorandum.
3. Thus the Head of Mission is authorized to verify the status, condition and quantity of the equipment and services provides. The Government will designate a person, normally identified through his function, who is responsible point of contact for verification and control matters.
4. A principle of reasonability is to govern the verification process. It is to be assessed if the Government and the United Nations have taken all reasonable measures to meet the spirit of the agreement, if not the full substance. The guiding principle in determining reasonability is whether the material to be provided by the Government as well as by the United Nations will meet its (military) function at no additional costs to the United Nations or the Government, other than those provided for in this Memorandum.
5. The result of the control process are to be used as a basis of a consultative discussion at the lowest level possible in order to correct the discrepancies or decide corrective action, including adjustment of the agreed eligibility for reimbursement. Alternatively, the Parties, given the degree of non-fulfilment of the memorandum, may seek to renegotiate the scope of the contribution. Neither the Government nor the United Nations should be penalized when non-performance results from the operational situation in the mission area.
6. The verification process for personnel related minor equipment and consumables constitutes two types of inspections:

Arrival inspections.

The first inspection will take place immediately upon arrival in the mission area and must be completed within one month. A person authorized by the Government must explain and demonstrate the agreed self-sustainment capability. In the same way the United Nations must give an account of the services provided by the United Nations as stipulated in this Memorandum.

Operating inspection.

The operational inspections will be implemented according to operational requirements during the stay of units in the mission area. Areas where the contingent has self-sustainment responsibilities may be inspected with a view to an assessment of whether the sustainment capability is sufficient and satisfactory.

4. Transportation

7. Costs related to the transportation of minor equipment and consumables provided under the self-sustainment system are reimbursed by a 2 per cent transportation increment included in the rates listed in annex C and no further reimbursement is applicable.

5. Mission-related usage factors

8. Mission usage factors as described in annex F, if applied to the reimbursement rates for self-sustainment.

6. Loss or damage

9. Loss and damage to personnel related minor equipment and consumables because of "no-fault" incidents is reimbursed by an insurance factor included in the leasing rate.
10. For the purpose of covering loss or damage due to hostile action or forced abandonment, the reimbursement rates for usage of personnel-related minor equipment and consumables will include a mission specific percentage at the rate indicated in article 8 of this Memorandum as determined by the technical survey team at the beginning of the mission. A troop-contributor cannot file claims against the United Nations for loss or damage to spare parts and minor equipment.

APPENDIX 1
TO ANNEX C
TO DPKO/UNTAET/NZ/04

PROVISION OF SELF-SUSTAINMENT SERVICES:

Personnel strength from:	New Zealand Personnel	Australia Personnel	Fiji Personnel	Ireland Personnel	Remark
Categories:					
Catering	11	21	4	1	37 in NZ Infantry MOU
Communication					
- VHF/UHF-FM	UN	UN	UN	UN	UN
- HF	UN	UN	UN	UN	UN
- Telephone	UN	UN	UN	UN	UN
Office	Australia	Australia	Australia	Australia	In Australia MOU
Electrical	Australia	Australia	Australia	Australia	In Australia MOU
Minor Engineering	UN	UN	UN	UN	UN
Explosive Ordnance Disposal	N/A	N/A	N/A	N/A	N/A
Laundry & Cleaning	11	21	4	1	37 in NZ Infantry MOU
Tentage	Australia	Australia	Australia	Australia	Provided to half the unit by Australia. In Australia MOU.
Accommodation	UN	UN	UN	UN	Provided to half the unit by UN.
Medical					
- Basic Level	11	N/A	N/A	N/A	Note 1
- Level I	N/A	N/A	N/A	N/A	Note 2
- Level II (including Dental)	N/A	N/A	N/A	N/A	Note 2
- Level III	N/A	N/A	N/A	N/A	Note 3
- High Risk Areas (Epidemiological)	Note 1	N/A	N/A	N/A	
- Blood & Blood Products	UN	UN	UN	UN	UN
Observation					
- General	N/A	N/A	N/A	N/A	N/A
- Night Observation	N/A	N/A	N/A	N/A	N/A
- Positioning	N/A	N/A	N/A	N/A	N/A
Identification	N/A	N/A	N/A	N/A	N/A
NBC Protection	N/A	N/A	N/A	N/A	N/A
Field Defence Stores	11	21	4	1	37 in NZ Infantry MOU
Miscellaneous General Stores					
- Bedding	11	N/A	N/A	N/A	11 in NZ Infantry MOU
- Furniture	11	N/A	N/A	N/A	11 In NZ Infantry MOU
- Welfare	11	N/A	N/A	N/A	11 In NZ Infantry MOU
Unique Equipment	N/A	N/A	N/A	N/A	N/A

Notes:

1. New Zealand provides Basic Level medical and High Risk Areas (Epidemiological) to its personnel only. This is reimbursed through the NZ medical unit MOU.
2. New Zealand provides Level I and II medical care for Sector West HQ. This is reimbursed through the New Zealand medical unit MOU. New Zealand will only provide emergency dental services.
3. Level III medical care is provided by the Australia/Egypt/Singapore medical facility.

Annex D

New Zealand does not provide any major item of contingent-owned equipment in support of Sector West HQ. Therefore there is no requirement for the generic Annex D for this MOU.

Annex E**PERFORMANCE STANDARDS FOR SELF-SUSTAINMENT**

1. This annex contains verifiable standards by which the mutually determined self-sustainment level is applied and subsequently paid. The standards, and associated definitions, are designed to clarify the requirement for personnel related minor equipment and consumables to fulfill the self-sustainment level listed in Annex C. They are designed to be generic in nature to fit the widest range of equipment.

Catering

2. To receive the catering self-sustainment reimbursement rate the contingent must be able to feed its troops with cold and hot meals in a clean and healthy environment. The contingent must:

- Provide kitchen facilities and equipment, including supplies, consumables, dishes and cutlery for all their camps;
- Provide deep-freeze (14 days where required), cold (7 days) and dry food storage for kitchen facilities;
- Provide kitchen facilities with hot dishwashing capabilities; and
- Ensure kitchen facilities have hygienic equipment that maintain a clean and healthy environment.

Note: Where refrigerated trucks (non-static) are required this will be reimbursed separately under major equipment.

3. The unit is responsible for maintaining and servicing its kitchen facilities, including all catering equipment, repair part and supplies such as dishes and cutlery. When the United Nations provides this service to an equivalent standard, the unit does not receive reimbursement for this category.

4. Food, water, and petrol, oil & lubricants are not included in the reimbursement rates as they are normally provided by the United Nations. When the United Nations is unable to provide those items, an additional reimbursement will be negotiated.

5. Should a contingent provide catering services to another contingent, the rate will be payable for the number of personnel served.

Communications

6. The telephone is the preferred means of communications for the contingent; it will be utilized as much as possible for internal communications within the headquarters, and with non-mobile sub-elements and sub-units of the contingent located in the main base camp. The requirement for VHF/UHF-FM and HF communications within the area of operations will be determined during the site survey and is subject to negotiation with the troop-contributing country. The standards for each communication's sub-categories are defined below, in order of usage preference. To receive the communications self-sustainment reimbursement rate the contingent must be able to effectively and efficiently control itself throughout its assigned area of operations with adequate radio and telephone equipment. The standards for each of the three sub-categories are as follows:

a. Telephone

The contingent will utilize the telephone as its primary means of internal communications within the main base camp. The contingent headquarters and stationary sub-elements (such as offices, workspaces, observation posts, guard posts, etc.) and sub-units, located at the main base camp, will be wired into the telephone system, as early on in the operation as possible, in order to maximize the use of telephonic communications. The telephone system that is deployed should have the ability to interface with the telephone system that is provided on the mission level. The interface could be on the most simple level (i.e., tow-wire trunk or better). This would then allow the contingent the ability to access the local PTT system, in cases where such systems are available. Reimbursement will be based upon the number of personnel in the main base camp and those elements of the contingent at other locations that are served by authorized contingent-provided telephone services. To receive the self-sustainment reimbursement rate, the contingent will:

- Provide, install, operate and maintain a switchboard and telephone network that is capable of maintaining telephonic communications within the main base camp;
- Provide, install and maintain adequate numbers of telephone instruments to the contingent and its sub-units and sub-elements within the area of operations (this includes all cable, wire, and connectors, and other hardware that may be required);
- Provide a sufficient stock of spare parts and consumables to support operations, and the repair or replacement of malfunctioning equipment.

b. VHF/UHF-FM Communications

VHF/UHF-FM communications will be used as the primary means of radio communications with sub-units and sub-elements of the contingent that are in a tactical or mobile environment, and thus unable to communicate via telephonic means. While VHF/UHF-FM communications may be used by the contingent as a means of backup communications to the telephone, this type of usage in itself is not a sufficient reason for reimbursement. Reimbursement will be based on the number of personnel in the contingent. To receive the self-sustainment reimbursement rate, the contingent will:

- Maintain one command-and-control net down to the sub-unit(section/squad) level;
- Maintain one administration net;
- Maintain one dismounted patrol and security net or other primary non-vehicle mounted net; and
- Provide a sufficient stock of spare parts and consumables to support operations and the repair or replacement of malfunctioning equipment.

c. HF Communications

HF communications will be used as the primary means of communications with sub-units and sub-elements of the contingent that are operating within the area of operations that are beyond range of VHF/UHF-FM communications assets and are operating in a tactical or mobile environment, and thus unable to communicate via telephone or VHF/UHF-FM. While HF communications may be used as a backup means of communications to the telephone or to VHF/UHF-FM communications, this type of usage in itself is not a sufficient reason for reimbursement. Additionally,

the use of HF communications solely as a means of national rear-link will not be reimbursed. Reimbursement will be based on the authorized number of personnel in the sub-units and sub-elements of the contingent operating within the areas of operations beyond the range of VHF/UHF-FM communications assets and are operating in a tactical or mobile environment, and thus unable to communicate via telephone or VHF/UHF-FM. To receive the self-sustainment reimbursement rate, the contingent will:

- Communicate with sub-units and sub-elements of the contingent that are in a tactical or mobile environment, and thus unable to communicate via telephonic means, and beyond the range of VHF/UHF-FM base station communications;
- Provide a command-and-control net using non-vehicular mounted HF communications equipment;
- Provide a sufficient stock of spare parts and consumables to support operations and the repair or replacement of malfunctioning equipment.

Office

7. To receive the office self-sustainment reimbursement rate, the contingent must provide:
 - Office furniture, equipment, and supplies for all unit headquarters staff;
 - Office supplies and services to personnel within the contingent; and
 - An Electronic Data Processing (EDP) capability, including necessary software, to run all internal headquarters correspondence and administration, including necessary databases.
8. The unit is responsible for maintaining and servicing its offices, including all equipment, repair parts, and supplies.
9. The rate is to be applied against the total contingent population.
10. When the United Nations provides offices to an equivalent standard, the unit does not receive reimbursement for this category.

Electrical

11. To receive the electrical self-sustainment reimbursement rate the contingent must provide decentralized electrical power from generators. The decentralized power must:
 - Ensure stable power supply to small sub-units such as observation posts and small troop camps; and
 - Provide redundant emergency back-up when the main power supply, provided through larger generators, is interrupted.
12. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.
13. This self-sustainment rate includes all necessary electrical harnesses, wiring, circuitry, and lighting sets. The contingent is responsible for maintaining and servicing its electrical system,

including all equipment, repair parts, and supplies. When the United Nations provides this service to an equivalent standard, the contingent does not receive reimbursement for this category.

Minor Engineering

14. To receive the minor engineering self-sustainment reimbursement rate the contingent must be able, within its accommodation areas, to:

- Undertake non-field defensive minor construction;
- Handle minor electrical repair and replacement;
- Undertake repairs to plumbing and water systems;
- Conduct minor maintenance and other light repair work; and
- Provide all related workshop equipment, construction tools and supplies.

Explosive Ordnance Disposal (EOD)

15. To receive the EOD self-sustainment reimbursement rate the Contingent must have the capability for EOD to secure the unit's accommodation area. The Contingent must have the ability to:

- Locate and evaluate unexploded ordnance;
- Dismantle or destroy isolated ordnance that is considered a threat to the Contingent's safety; and
- Provide all related minor equipment, personal protective clothing, and supplies.

16. When a troop-contributing country, providing force-level engineering support is tasked to provide EOD sustainment support to another troop-contributing country's accommodation areas, the country performing the EOD support should receive EOD sustainment reimbursement for the number of personnel of the supported contingent.

17. Disposal of significant quantities of ordnance, for example minefields, will be handled by engineering contingents provided by the United Nations.

Laundry and Cleaning

18. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

- Provide laundry, including dry-cleaning of operationally required specialist clothing, and cleaning facilities for all contingent personnel;
- Ensure all laundry and cleaning facilities have hygienic equipment that maintain a Clean and healthy environment; and
- Provide all related equipment, maintenance, and supplies.

19. When a contingent is geographically dispersed and the United Nations is only able to provide laundry and cleaning to a portion of the contingent, the troop-contributing country will receive the laundry and cleaning self-sustainment rate for those personnel not serviced by the United Nations.

Tentage

20. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability to:

- House personnel in tented accommodations; and
- Provide temporary offices/workspace in tentage.

21. Contingents will originally receive full tentage reimbursement for up to six months if not accommodated by the United Nations. When the United Nations notifies a troop-contributing country prior to the contingent deploying that this capability is not required, the troop-contributing country will not receive reimbursement for this category.

22. When the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a Contingent after six months in tents, the troop-contributing country will be entitled to receive reimbursement at both the tentage and accommodation self-sustainment rates. This combined rate will continue until personnel are housed to the standard specified under the accommodation rate.

23. The United Nations may request a temporary waiver of the application of this dual payment principle for those short-duration missions where the provision of hard accommodations is demonstrably and clearly impractical and not cost-effective.

Accommodation

24. To receive the accommodation self-sustainment reimbursement rate the contingent must:

- Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating/air-condition, lighting, flooring, sanitation, and running water. The rate is based on a standard of nine square meters per person;
- Provide heaters and/or air conditioners for the accommodation as required by the area's climatic conditions.

25. When the United Nations provides accommodation to an equivalent standard, the contingent does not receive reimbursement for this category.

26. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Medical

27. To receive the medical self-sustainment rate the contingent or unit has to provide medical services (medical supplies) for all personnel of the unit, contingent or force, based on the number of personnel served. Should a contingent receive medical services from another contingent, the self-sustainment rates will be paid to the contingent providing the services.

The standards for each medical service of self-sustainment rates are as follows:

Basic Level (Soldier level or Buddy-Aid)

- Comprises the basic immediate first aid provided to a casualty by the nearest person on-site at the point of injury including personal medical and hygiene supplies (e.g. field dressing, repellent, personal water purification, aspirin etc.). All UN peacekeepers must have basic knowledge and skills in first aid.

See UN standard « UN Levels of medical support - Basic Level » in A/C.5/54/49 Annex VIII, Appendices I, II and III.

Level 1 (Battalion level)

- Comprises the first level where medical assistance is provided by a doctor and his team. This level of support is usually provided by organic medical teams of the field units who provide resuscitation, stabilization, triage and evacuation of ill or injured personnel ;
- Provides casualty collection and evacuation to higher levels of medical care (Level II and/or Level III) ;
- Handles routine sick calls and the management of minor sick and injured ;
- Implements disease, non-battle injury and stress preventive measures ;
- Provides treatment to 20 ambulatory patients/day, holding capacity of 5 patients up to 2 days, medical supplies and consumables for 60 days; and
- Provision of medical services based on troop strength up to Battalion level.

See UN standard « UN Levels of medical support - Basic Level » in A/C.5/54/49 Annex VIII, Appendices I, II and III.

Level 2 (Brigade level, surgical facility, basic field hospital)

- Comprises a medical facility (basic field hospital) with limited specialist expertise doctors) and limited (basic) surgical, intensive care, dental, laboratory, x-ray, ward, sterilization and pharmaceutical capabilities. (e.g. Life, limb and organ saving surgery, definitive treatment against a wide variety of common diseases/illnesses ;
- Capability of 3 - 4 surgical operations/day, hospitalization of 10 - 20 sick or wounded up to 7 days, up to 40 outpatients/day, 5-10 dental consultations/day, medical supplies, fluids and consumables for 60 days ;
- Provides advanced specialist medical care to stabilize serious injured personnel for transport in Level 3 medical facility;
- Provision of medical services based on troop strength up to Brigade level; and
- Provide resupply for Level 1 units.

See UN standard « UN Levels of medical support - Basic Level » in A/C.5/54/49 Annex VIII, Appendices I, II and III.

Level 3 (Advanced field hospital)

- Comprises a fully equipped and staffed multi-disciplinary (advanced) field hospital which provides all major medical and surgical specialities ;
- Provides advanced services in surgical, intensive care, dental (emergency dental surgery), laboratory, x-ray, ward and pharmaceutical capabilities;
- Performs up to 10 surgical operations/day, provides hospitalization of 50 patients up to 30 days, up to 60 outpatient consultations/day, up to 10 dental consultations/day, up to 20 x-rays and 40 lab tests/day, medical supplies and consumables for 60 days;
- Provision of medical services based on troop strength as operationally defined ; and
- Provides resupply to Level 2 units.

See UN standard « UN Levels of medical support - Basic Level » in A/C.5/54/49 Annex VIII, Appendices I, II and III.

Blood and Blood Products

- Maintains a sufficient supply of fresh blood and blood products according UN standards including transport, testing, handling and administration;
- Provides climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- Has the ability to administer blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination ; and
- Performs blood testing and grouping.

See UN standard « UN Levels of medical support - Basic Level » in A/C.5/54/49 Annex VIII, Appendices I, II and III.

High Risk Areas (Epidemiological)

- Provides medical supplies (drugs, special vaccinations, chemoprophylaxes and special supplies etc.) for epidemiological critical areas which have high risks of infectious and tropical diseases.

28. The contingent must provide all related minor equipment, tools, and supplies to ensure uninterrupted medical services. The minimum quality of all pharmaceuticals, medical consumables and medical equipment must meet UN standards.

See UN standard « UN requirements for the provision of medical supplies »

29. Vaccinations, as recommended by the UN, are a national responsibility. The UN will provide necessary information on what kind of vaccination and preventive measures will be given to all UN personnel prior deployment. If any UN personnel deploys without proper vaccinations and prophylaxes, the UN will provide necessary booster shots and prophylaxes. In this case, the UN will deduct any expenses for initial vaccinations which could have been initiated prior to deployment from the self-sustainment payment of troop-contributors.

Observation

30. To receive the observation self-sustainment rate the contingent must be able to carry out observations throughout their area of operation. The standards for each of the three sub-categories are as follows:

a. **General Observation**

- Provide hand held binoculars for general observation use.

b. **Night Observation**

- Provide the capability for passive or active infrared, thermal, or image intensification nighttime line of sight visual observation;
- Have the capability to detect, identify, and categorize persons or items within a range of 1000 meters or more; and
- Have the ability to conduct nighttime patrols and intercept missions.

c. **Positioning**

- Have the capability to determine the exact geographical location of a person or item within the area of operations through the combined use of Global Positioning Systems and Laser Range Finders.

31. The contingent must provide all related equipment, maintenance, and supplies. Night observation and positioning rates will only be reimbursed when requested by the United Nations

Identification

32. To receive the identification self-sustainment rate the contingent must be able to:

- Conduct surveillance operations with photographic equipment, such as videotape and single lens reflex cameras;
- Process and edit the obtained visual information.
- Provide all related equipment, maintenance, and supplies.

Nuclear Biological & Chemical (NBC) Protection

33. To receive the NBC protection self-sustainment rate the Contingent must be able to operate fully protected in any NBC threat environment. This includes the ability to:

- Detect and identify NBC agents with appropriate detection equipment at the unit level;
- Conduct decontamination operations for all personnel and personal equipment in a NBC threat environment;
- Provide all personnel with the necessary NBC protection clothing and equipment (e.g. protective mask, coveralls, gloves, personal decontamination kits, injectors); and

- Provide all related equipment, maintenance, and supplies.

Field Defence Stores

34. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

- Secure own base camps with adequate field defence facilities (e.g. barbed wire fences, sandbags, and other field defence obstacles);
- Establish early warning and detection (passive or active) systems to protect the unit's premises;
- Prepare self-defence fortification works (e.g. small shelters, trenches and observation posts) not tasked to specialized engineering units; and
- Provide all related equipment, maintenance, and supplies.

Miscellaneous General Stores

35. To receive the self-sustainment reimbursement rate for each of the three sub-categories of miscellaneous general stores a contingent must provide:

a. **Bedding**

- Bed linen, blankets, mattress covers, pillows, and towels. Sleeping bags may be an acceptable substitute for bed linen and blankets. Sufficient quantities must be provided to allow for rotation and cleaning.

b. **Furniture**

- For each person a bed, mattress, night stand, table light, and locker or other appropriate furniture to provide an adequate living space.

c. **Welfare**

- Appropriate levels of equipment and amenities for the morale and well-being of troop contributor's personnel.

36 The contingent must provide all related equipment, maintenance, and supplies.

Unique Equipment

37 Any special minor equipment or consumables not covered in the above self-sustainment rates will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop-contributing country and the United Nations.

Annex F

DEFINITIONS

1. **Consumables**, means supplies of a general nature, consumed on a routine basis. Consumables include combat supplies, general and technical stores, defence stores, ammunition and other basic commodities in support of major equipment as well as in support of minor equipment and personnel.
2. **Contingent**, means all formed units, personnel and equipment of the troop-contributor deployed to the mission area under this Memorandum.
3. **Contingent-owned Equipment**, means major equipment, and minor equipment and consumables deployed, and operated by the troop-contributor's contingent in the performance of peace keeping operations.
4. **Dry lease**, means a contingent-owned equipment reimbursement system where the troop-contributor provides equipment to the Mission and the United Nations assumes responsibility for maintaining the equipment. The troop-contributor is reimbursed for the non-availability of its military resources for its national interest of deployed major and associated minor equipment.
5. **Environmental conditions factor**, means a factor applicable to the reimbursement rates for major and for self-sustainment to take into account the increased costs borne by the troop-contributor for extreme mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop-contributor. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
6. **Force Commander**, means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.
7. **Forced Abandonment**, means actions resulting from a decision approved by the Force Commander or his authorized representative or a provision in the rules of engagement which results in the loss of custody and control of equipment and supplies.
8. **Generic Fair Market Value**, means an equipment valuations for reimbursement purposes. It is computed as the average initial purchase price plus any major capital improvements, adjusted for inflation and discounted for any prior usage, or the replacement value, whichever is less. The generic fair market value includes all issue items associated with the equipment in the performance of its operational role.
9. **Government** , means the Government of the participating State.
10. **Head of Mission** , means the Special Representative appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

11. **Hostile action**, means an incident from the action(s) of one or more belligerents , which has a direct and significant negative impact on the personnel and/or equipment of a troop-contributor. Different activities may be characterized as a single hostile actions when these activities can be related to each other on common ground.
12. **Hostile action/Forced Abandonment factor**, means a factor applied to each category of self-sustainment rates and to the spares element (or half of the estimated maintenance rate) of the wet lease rate to compensate the troop-contributor for loss and damage. The factor is determined at the outset of the mission by the technical survey team , and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
13. **Incremental transportation factor**, means a factor to cover the incremental costs of transportation of spare parts and consumables under the wet lease system or lease for maintenance in increments of 0.25 per cent of the leasing rate for each complete 800 kilometres (500 miles) distance, beyond the first 800 kilometres (500 miles), along consignment route between the port of embarkation in the home country and the port of entry in the mission area. For landlocked countries or countries where equipment is moved by road or rail to and from the mission area. The port of entry in the mission area will be an agreed border crossing point.
14. **Intensified operational condition factor**, means a factor applicable to the reimbursement rates for major equipment and for self-sustainment rates to compensate the troop-contributor for increased costs resulting from the scope of the task assigned, the length of logistics chains, non-availability of commercial repair and support facilities, and other operational hazards and conditions. The factors is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
15. **Loss or damage**, means a total or partial elimination of equipment and/or supplies resulting from:
 - A no-fault incident.
 - The actions of one or more belligerents.
 - A decision approved by the Force Commander.
16. **Maintenance rate**, means the reimbursement rate to compensate the Government for maintenance costs comprising spare parts, contracted repair, and third and fourth line maintenance that is required to keep major equipment items operational to the specified standards, and return the item to operational condition upon return from the mission area. The costs of personnel involved in first and second line maintenance is excluded from the rate , as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the “wet lease” rate.
17. **Maintenance Lease**, a lease by which one country provides maintenance service to contingent-owned equipment provided under Dry Lease by another country, or provide maintenance service to UN-owned equipment where the UN concludes that it is more practical and effective to have maintenance services provided by a third party.

18. **Major equipment**, means major items directly related to the unit mission as mutually determined by the United Nations and the troop-contributor. Major equipment is accounted for either by category or individually. Separate reimbursement rates apply for each category of items of major equipment. These rates include reimbursement for minor equipment and consumables in support of the item of major equipment.
19. **Minor equipment**, means equipment in support of contingents, such as catering, accommodation, non-specialist communication and engineering , and other mission-related activities. Specific accounting of minor equipment is not required. Minor equipment is divided into two categories: items designed to support major equipment; and items that directly or indirectly support personnel. For personnel related minor equipment, rates of reimbursement for self-sustainment apply.
20. **No-fault Incident**, means an incident resulting from an accidental occurrence or negligent conduct, but not including acts attributable to wilful misconduct or gross negligence, on the part of an operator/custodian of equipment.
21. **Operational ammunition**, means ammunition (including aircraft self-defence systems such as chaff or infra-red flares) that the United Nations and the troop-contributor agree to deploy to the mission area so that it is readily available for use in the event of need. Ammunition expended for training at direction of the Force Commander, in anticipation of an operational requirement, will be considered operational ammunition.
22. **Self-sufficiency**, means a logistics support concept for troop contingent in a peacekeeping mission whereby the contributing state provides some specific or all logistics support to the contingent on a reimbursable basis.
23. **Wet lease**, means a contingent-owned reimbursement system where the troop-contributor provides and assumes responsibility for maintaining and supporting deployed major items of equipment, together with the associated minor equipment. The troop-contributor is entitled to reimbursement for providing this support.