

Memorandum of Agreement
between the United Nations Office for Project Services
and the Government of New Zealand

Preamble

WHEREAS the United Nations Mine Action Service (hereinafter referred to as “UNMAS”) has established a project entitled “Mine Action Coordination and Quality Assurance” which is being executed with the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) and is being implemented to address the current crisis in Lebanon.

WHEREAS, in support of this project, the Government of New Zealand (hereinafter referred to as the “Donor”) has expressed interest to make available to the project the services of a ten-member Battlefield Area Clearance team to support the mine action activities of the United Nations “Mine Action and Quality Assurance” project for Lebanon.

WHEREAS, the Donor and UNOPS (hereinafter referred to as the “Parties”) wish to ensure the terms and conditions under which the Battlefield Area Clearance team shall be deployed.

WHEREAS the Agreement is in line with the principles of the Memorandum of Agreement signed between the UNOPS and the UN Mine Action Service on 15 January 2007.

Therefore the Parties hereby agree as follows:

Article I
Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Battlefield Area Clearance team may be made available by the Donor to the Project to assist in carrying out clearance in Lebanon and to assist in carrying out the objectives of the Project . The Battlefield Area Clearance team will be available to be deployed anywhere in Lebanon as per the needs of the Project.

Article II
Duration, Amendment and Termination

1. This Agreement shall enter into force upon signature and shall remain in force for a period of one year from the date that the Battlefield Area Clearance team arrives for entry on duty in Tyre, Lebanon.

2. No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or effective unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

3. This Agreement may be terminated by either party before completion of the Agreement by giving 30 days' written notice to the other party, and the Donor shall be responsible for all costs associated with repatriating the Battlefield Area Clearance team.

Article III **Duties of the Donor**

1. The Donor agrees to provide the Battlefield Area Clearance team selected in consultation with UNOPS to perform the verification / clearance tasks included in the proposal from UNMAS dated 21 December 2006 not attached hereto but known to and in the possession of all parties (hereinafter referred to as the "Battlefield Area Clearance team"). The Battlefield Area Clearance team will be under the direction of the Programme Manager of the UN Mine Action Coordination Cell in Tyre, Lebanon (UN MACC SL) and the Chief of Operations of the UN MACC SL as described in the attached Terms of Reference (Annex A) which forms an integral part of this Agreement. The Battlefield Area Clearance team will first be deployed to Lebanon south of the Awuali River.

2. The Donor shall be responsible for all of the costs associated with providing the services of the Battlefield Area Clearance team, including but not limited to international travel, salaries and national allowances, except for in country travel within Lebanon and daily subsistence allowance as referred to in Article VI paragraph 8 below which will be paid through funds provided under the project.

3. The Donor shall ensure that, during the entire period of service under this Agreement, the personnel of the Battlefield Area Clearance team are participants in a national health-care scheme and/or are covered by adequate medical and life insurance, and are covered by appropriate arrangements assuring compensation in the case of illness, disability or death. Notwithstanding Article VI (6) & (7) below, the Donor shall ensure that the personnel of the Battlefield Area Clearance team are covered by adequate medical and security evacuation insurance. The Donor will be responsible for any costs related to the provision of the above requirements.

4. The Donor agrees that the Battlefield Area Clearance team will remain in the country preferably for a period of one year and for at least six months, inclusive of any accumulated leave under this Agreement to perform the services set forth in Annex A. After such time, the Donor may at its discretion substitute the Battlefield Area Clearance team with personnel of equivalent rank and experience. Any such substitution shall be made at the Donor's expense. Where necessary, the Donor, in consultation with UNOPS, may withdraw any personnel of the Battlefield Area Clearance team for disciplinary, medical, compassionate, administrative or security reasons. Notwithstanding the above, the Donor may replace any such personnel of the Battlefield Area Clearance team as long

as the substitute personnel meets the conditions laid down in Annex A and UNOPS gives prior written approval.

Article IV
Duties of the Battlefield Area Clearance Team

1. The Donor agrees to the terms and obligations specified below, and will accordingly ensure that the Battlefield Area Clearance team performing services under this Agreement is instructed to comply with these obligations:

- (a) During the period of their assignment to UNOPS, the Battlefield Area Clearance team will be subject to the managerial authority of UNOPS, vested in the Executive Director of UNOPS and responsible to UNOPS in the exercise of its functions. Accordingly, the Executive Director or his designated representative will have managerial authority over the deployment, organization, conduct, and direction of the Battlefield Area Clearance team made available under this Agreement. During the period of this Agreement, such authority will be exercised on behalf of the Executive Director by the Director, UNOPS North America Office. The Programme Manager, UN MACC SL will have general responsibility for coordination of all implementation activities under the project.
- (b) The Battlefield Area Clearance team will report to the Programme Manager, UN MACC SL on all technical and administrative matters concerning implementation of the Project. UNOPS will communicate any decisions made by UNMAS with regard to policy formulation, programme guidance and priority setting vis a vis programme objectives to the Battlefield Area Clearance team through the Programme Manager, MACC SL.
- (c) During their assignment with UNOPS, the personnel of the Battlefield Area Clearance team will regulate their conduct with the interests of UNOPS only in view. The personnel of the Battlefield Area Clearance team will not seek or accept instructions in respect of the performance of their duties from any authority external to UNOPS, nor will the Donor give such instructions to them, except on matters pertaining to their personal status as personnel of the Battlefield Area Clearance team.
- (d) During their assignment with UNOPS, the Battlefield Area Clearance team will not engage in any activity that is not compatible with the discharge of its duties with UNOPS. The personnel of the Battlefield Area Clearance team will exercise the utmost discretion in all matters of official business for UNOPS, and will not communicate at any time to any other person, Government or authority external to UNOPS any information known to them by reason of their association with UNOPS which has not been made public, except in the course of their duties or by authorization of the UNOPS Executive Director or the Director, UNOPS North America Office, nor will they ever use such information for private gain. These obligations do not lapse upon cessation of service with UNOPS.

- (e) The Donor will ensure that the personnel of the Battlefield Area Clearance team meet the standards established by UNOPS for service with UNOPS as set forth in Annex A, and shall comply with policies and procedures laid down by UNOPS regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlements. The standards of conduct expected of international civil servants will be applicable to the Battlefield Area Clearance team.
- (f) The Battlefield Area Clearance team will be responsible to the Programme Manager performing the tasks indicated in the Terms of Reference attached in Annex A.
- (g) The Battlefield Area Clearance team will submit at the end of the assignment to the Programme Manager, UN MACC SL a final report on the activities performed during the entire duration of the assignment.
- (h) Before being deployed under the present Agreement, the personnel of the Battlefield Area Clearance team will be required to sign a Code of Conduct (Annex C), which contains their obligations vis-à-vis UNOPS and the United Nations, before taking up their duties under the present Agreement, including travel or training courses. UNOPS will not accept the deployment of any member of the Battlefield Area Clearance team under the present Agreement who has not signed the Code of Conduct.

Article V

Status of the Battlefield Area Clearance team

1. The personnel of the Battlefield Area Clearance team shall not be considered in any respect as being officials or staff members of UNOPS or the United Nations. They shall have the status of experts on mission in accordance with Article VI, Section 22 of the 1946 Convention on the Privileges and Immunities of the United Nations. Please see Annex B for an excerpt from the Convention.
2. In accordance with provisions set forth in Annex B of this Agreement, UNOPS shall take all necessary steps to ensure that the appropriate government authorities are aware of and respect the status accorded to the Battlefield Area Clearance team under the Convention and shall issue the personnel of the Battlefield Area Clearance team an identity certificate as provided for in Article VII, Section 26 thereof.
3. In accordance with provisions set forth in Annex B of this Agreement, the Battlefield Area Clearance team Technical Advisor shall benefit from all privileges and immunities of being an expert on mission for the United Nations, including immunity from personal arrest, subject to the right and duty of the United Nations Secretary-General to waive immunity where such immunity otherwise would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of UNMAS, UNOPS or the United Nations.

Article VI.
Duties of UNOPS

1. UNOPS shall provide the Battlefield Area Clearance team sufficient office space, access to telephone, facsimile and radios for official use to maintain contact with deployed personnel and sets of maps pertaining to areas of operations as available.
2. UNOPS shall provide sufficient specialized or support equipment required by the Battlefield Area Clearance team for the performance of its functions.
3. UNOPS shall provide the Battlefield Area Clearance team access to transport within the region reasonably necessary for the performance of its operational functions and will be responsible for provision of the necessary funds for the maintenance of all project vehicles. UNOPS shall also provide internal travel within Lebanon for the Battlefield Area Clearance team as well as the standard daily subsistence allowance applicable to all other personnel working in the project.
4. The personnel of the Battlefield Area Clearance team shall be entitled to the same security coverage while on official duty, including while traveling in the course of their duties, as other UN personnel. Prior to undertaking travel the personnel of the Battlefield Area Clearance Team are required to undertake the UN Advanced Security in the Field Test and receive UN security clearance. UNOPS shall advise the United Nations Special Representative of the Secretary General or his designated representative of the names of the personnel of the Battlefield Area Clearance team that may be assigned pursuant to the Agreement for this purpose. UNOPS will take care of all required security documentation for internal travel, and the Battlefield Area Clearance team will be subject to all of the security requirements of the United Nations.
5. UNOPS shall keep the Donor informed of the activities and proposed activities involving the Battlefield Area Clearance team and, in particular, of any circumstance which may lead to a requirement for medical or security evacuation of any personnel of the Battlefield Area Clearance team.
6. UNOPS shall be responsible for arranging any required casualty evacuation in-country and medical evacuation to an appropriate facility through the UN Resident Coordinator. The cost of any medical evacuations from Lebanon to a third country will be borne by the Donor.
7. UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel performing services under this Agreement. Such responsibilities will be borne by the Donor.
8. UNOPS will pay the personnel of the Battlefield Area Clearance team daily subsistence allowance at the UN rate for the particular duty station. The current rate in Tyre, Lebanon is US\$115.

Article VII.
Consultation

1. UNOPS and the Donor shall consult with each other in respect of any matter(s) that may from time to time arise in connection with this Agreement.

Article VIII.
Administrative Matters

1. Correspondence with the Battlefield Area Clearance team on all administrative arrangements connected with assignment and travel, both prior to departure for the mission area and after completion of assignment with UNOPS, will be conducted by the UNOPS North America Office in New York. During assignment in the mission area, the Battlefield Area Clearance team will deal through the Programme Manager, UN MACC SL on all administrative matters resulting from its assignment.

Article IX.
Duty Schedule and Leave

1. Hours of Duty

Hours of duty are determined by the tasks to be performed and the situation in the area. Working hours may be irregular and longer than standard under normal conditions, especially during the formative stages of the mission or during periods of peak activity.

2. Leave

Leave credits are accrued at the rate of 2.5 days per month of completed service. In addition, the personnel of the Battlefield Area Clearance team shall be entitled to additional leave for R&R in accordance with the rules established by UNOPS for project staff in Lebanon but UNOPS is not responsible for any travel or per diem costs in association with leave. The following general conditions apply to the granting of leave:

- (a) Leave may not be taken before it is earned.
- (b) All arrangements for leave are subject to the exigencies of services, and must be approved in advance by UNOPS.
- (c) Unauthorized absence, except for reasons beyond the individual's control, will be charged to accrued leave.
- (d) During the final month of service, no more than 10 days of leave may be approved.

3. Sick leave

All absence from duty for medical reasons will immediately be reported to the supervising UNOPS officer, i.e. the Programme Manager, UN MACC SL in the field.

Article X.
Notification of Withdrawal

1. The Donor will not withdraw the Battlefield Area Clearance team from the UNOPS project without giving minimum 30 days' written notice to the UNOPS Executive Director.
2. Should the UNOPS Executive Director decide to reduce the numbers of personnel required for UNOPS field activities, he will give 30 days' written notice to the Donor.
3. Should the Donor wish to terminate the assignment of any personnel of the Battlefield Area Clearance team during the course of the assignment, repatriation will be promptly effected and the costs borne by the Donor. Should UNOPS wish to terminate the assignment of any personnel of the Battlefield Area Clearance team due to security reasons, lack of performance or other force majeure, repatriation will be promptly effected and the costs borne by the Donor.

Article XI.
General Provisions

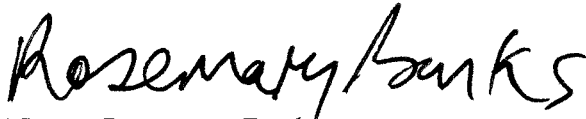
1. This Agreement and the Annexes attached hereto shall form the entire Agreement between the Donor and UNOPS, superseding any inconsistent contents of any other negotiations and/or agreement, whether oral or in writing, pertaining to the subject of this Agreement.
2. The rights and obligations of the Donor and the Battlefield Area Clearance team are subject to the terms and conditions of this Agreement. Accordingly, the Donor and the Battlefield Area Clearance team performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.
3. The Parties agree to waive any claims against each other as related to injury of personnel or damage to goods and equipment, unless such injury or damage is a result of gross negligence or willful misconduct. The Donor will be liable for claims by third parties arising from acts or omissions of the Donor and/or personnel of the Battlefield Area Clearance team in the course of performing this Agreement which are outside the scope of their official duties and constitute gross negligence or willful conduct. The obligations in this Article do not lapse upon termination of the Agreement.
4. Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in

accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5. Nothing in or relating to this Agreement will be deemed a waiver of any privileges and immunities of the United Nations or UNOPS.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNOPS and of the Donor, respectively, have on behalf of UNOPS and the Donor signed the present Agreement on the dates indicated below:

On behalf of the Donor:



Name: Rosemary Banks

Title: Permanent Representative of New Zealand
to the United Nations, New York

On behalf of UNOPS:



Jan Mattsson
Executive Director

Date: 30 January 2007

Date: 1-30-07

ANNEX A

TERMS OF REFERENCE

Job Description for Senior National Officer

- Job Title:** Senior National Officer (SNO)
- Reports To:** COMJFNZ for purposes of National Command and to the Programme Manager, MACC SL, for purposes of daily coordination and tasking
- Responsible For:** BAC Team
- Location:** MACC - SL HQ
- Position Purpose:** The SNO has overall TACON of TG 651.07.

Responsibilities:

The SNO has the following roles and responsibilities:

- Overall responsible for the conduct of the New Zealand Defence Force BAC operations in SL;
- Coordinate BAC tasking between MACC-SL and TG 651.07;
- Provide command guidance to the OIC;
- Responsible for all administrative matters pertaining to safety, security and discipline of TG 651.07;
- Act as first point of contact for liaison between TG 651.07 and the media;
- Administration of TG 651.07 welfare matters;
- Receipts, disbursements and accounting for all public monies in theatre;
- Conduct community liaison tasks in theatre;
- Ensure TG 651.07 is equipped with all kit required to conduct BAC operations;
- Promulgate 'Kiwi House' Standing Orders; and
- Coordinate any VIP visits.

Job Description for Officer In Charge

Job Title: Officer In Charge

Reports To: Senior National Officer

Responsible For: BAC Team

Location: Field

Position Purpose: The OIC will direct, supervise and manage the BAC Team.

Responsibilities:

The responsibilities of the Officer In Charge are as follows:

- Ensure UXO clearance procedures are in accordance with MACC SL approved NZDF BAC Team SOP's;
- Direct, supervise and manage the BAC Team;
- Manage all BAC Team equipment and vehicles;
- Conduct MEDEVAC procedures;
- Control demolitions of all UXO conducted by the EOD Team Leader;
- Conduct Quality Assurance activities, as required by NZDF BAC Team SOP's;
- Conduct field briefings for visitors;
- Complete daily operational diary and additional reports as and when required;
- Maintain good relationships with the local community;
- Command of civilian medic and driver (translators), all civilian employees attached to the BAC Team;
- Ensure that the SNO is fully briefed on all relevant issues;
- Any other duties as required by the SNO; and
- Understudy the SNO and step up to his role in his absence.

Job Description for Search Team Leader

- Job Title:** Search Team Leader
- Reports To:** Officer In Charge
- Responsible For:** BAC Searchers
- Location:** Field
- Position Purpose:** The Search Team Leader will supervise and manage BAC Searchers employed in UXO clearance operations.

Responsibilities:

The responsibilities of the Search Team Leader are as follows:

- Conduct reconnaissance and site set out of clearance sites as detailed by the OIC;
- Ensure UXO clearance procedures are in accordance with MACC SL approved NZDF BAC Team SOP's;
- Supervise and manage the BAC Searchers and their equipment;
- Conduct MEDEVAC procedures;
- All items found are reported to the OIC before any additional action is taken;
- Complete daily reports as and when required;
- Ensure that the OIC is fully briefed on all relevant issues;
- Any other duties as required by the OIC / SNO; and
- Understudy the OIC and step up to this role in his absence.

JOB Description BAC Searcher

Job Title: BAC Searcher

Reports To: Search Team Leader

Location: Field

POSITION PURPOSE: THE BAC SEARCHER WILL BE EMPLOYED IN UXO CLEARANCE OPERATIONS.

- The BAC Searcher is to ensure that at all times he is working in accordance with MACC SL approved NZDF BAC Team SOP's;
- The BAC Searcher is to ensure that at all times he is working in a safe manner.
- The responsibilities/duties of the BAC Searcher are as follows:
- The Metal Detector is serviceable and working correctly and that the detector log is filled in at the start of each working day. Any faults are to reported to the Search Team Leader;
- Battery changes, length of time between battery changes and total working hours of the metal detector are to be recorded;
- All tools are checked for serviceability at the start and end of each working day;
- That his PPE is fitted and fastened correctly;
- All personnel are to adhere to a 25m safety distance between clearance parties;
- Assist in the establishment of and refurbishment of the task site;
- Conduct additional team responsibilities as directed by the OIC, and
- If at any time the BAC Searcher is uncertain of the situation or the actions he should carryout he is to stop work immediately and inform the Search Team Leader.

ANNEX B

Article VI, Section 22 of the
1946 Convention on the Privileges and Immunities of the United Nations
ratified by Lebanon on 10 March 1949

EXPERTS ON MISSION FOR THE UNITED NATIONS

Section 22. Experts (other than officials coming within the scope of article V) performing missions for the United Nations shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on mission for the United Nations;
- (c) inviolability for all papers and documents;
- (d) for the purpose of their communications with the United Nations, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (f) the same immunities and facilities in respect of their personal baggage' as are accorded to diplomatic envoys.

ANNEX C

Code of Conduct

Pursuant to the terms of the Agreement between UNOPS and the Government of New Zealand, the undersigned shall commence his/her assignment on _____ and shall complete that assignment on the satisfactory conclusion of the services described in the attached statement of work, but not later than _____ unless sooner terminated under the terms of this undertaking.

The undersigned accepts and agrees that he/she shall:

- be subject to the terms and conditions of the agreement between UNOPS and the Government of New Zealand, a copy of which has been provided for review.
- be an employee of the Government of New Zealand, and not an official or staff member of the United Nations and is not entitled to any right, benefit, payment or compensation from UNOPS or the United Nations.
- be considered an expert on mission for the United Nations and issued a United Nations Certificate as may be required.
- be responsible, together with the Government of New Zealand for such medical insurance covering the period of this assignment.
- in all matters, act in a manner consistent with the United Nations charter
- be subject to immediate withdrawal from any assignment at the discretion of UNOPS.
- have no claim against UNOPS or the United Nations for any loss or damage that may occur while on or as a result of any assignment.

Signature

Date