ĐIỀU ƯỚC QUỐC TẾ

BỘ NGOẠI GIAO

Số: 53/2018/TB-LPQT

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

Hà Nội, ngày 10 tháng 12 năm 2018

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Liên hợp quốc về đóng góp nguồn lực tới Phái bộ Gìn giữ hòa bình Liên hợp quốc tại Cộng hòa Nam Xu-đăng, ký tại Niu-oóc, Hoa Kỳ ngày 26 tháng 9 năm 2018, có hiệu lực từ ngày 01 tháng 10 năm 2018.

Bộ Ngoại giao trân trọng gửi bản sao Bản ghi nhớ theo quy định tại Điều 59 của Luật nêu trên./.

TL. BỘ TRƯỞNG
VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ

Lê Thị Tuyết Mai

DFS/UNMISS/VIE/01

MEMORANDUM OF UNDERSTANDING

Between

THE UNITED NATIONS AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

Contributing

RESOURCES TO UNITED NATIONS MISSION IN THE REPUBLIC OF SOUTH SUDAN (UNMISS)

Whereas, the United Nations Mission in the Republic of South Sudan (UNMISS) was established pursuant to Security Council resolutions 2046 of 2 May 2012, 2057 of 5 July 2012, 2109 of 11 July 2013, 2132 of 24 December 2014, 2155 of 27 May 2014, 2187 of 25 November 2014, 2223 of 28 May 2015 and 2252 of 15 December 2015,

Whereas, at the request of the United Nations, the Government of the Socialist Republic of Viet Nam (hereinafter referred to as the Government) has agreed to contribute personnel, equipment and services for a Level 2 Hospital to assist the United Nations Mission in the Republic of South Sudan (UNMISS) 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 H 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 "MOU") between the Parties for the provision of personnel in support of UNMISS.

2.2 Annexes:

Annex A. Personnel
1 - Requirements
2 - Reimbursement
3 - General conditions for personnel
Appendix 1 to Annex A: Soldier's kit – mission specific recommended requirement

Annex B. Major Equipment
1 - Requirements
2 - General conditions for major equipment
3 - Verification and control procedures
4 - Transportation
5 - Mission usage factors
6 - Loss and damage
7 - Loss and damage in transit
8 - Special case equipment
9 - Liability for damage to major equipment owned by one troop contributor and used by another troop contributor

Annex C. Self-sustainment
1 - Requirements
2 -General conditions for self-sustainment
3 - Verification and control procedures
4 - Transportation
5 - Mission related usage factors
6 - Loss or damage
Appendix 1 to Annex C – Self-Sustainment services - distribution of responsibilities
Appendix 2 to Annex C – Self-Sustainment services – welfare items and internet access

Annex D. Principles of verification and performance standards for major equipment provided under the wet/dry lease arrangements

Annex E. Principles of verification and performance standards for minor equipment and consumables provided under self-sustainment

Annex F. Principles of verification and performance standards for medical support

Annex G. Statement of unit requirement

Annex H. Definitions

Annex I. Guidelines (aide-mémoire) to Troop - Contributing Countries[1]

Annex J. We are United Nations peacekeeping personnel

Annex K. Environmental policy for United Nations field mission [2]

Article 3
Purpose

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

Article 4
Application

4. The present MOU shall be applied in conjunction with the Guidelines to troop-contributing countries.

Article 5
Contribution of the Government

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

5.2 The Government shall contribute to UNMISS 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 and F for the duration of the deployment of such equipment to UNMISS. Any equipment above the level indicated in this MOU shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

5.3 The Government shall contribute to UNMISS 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 and F for the duration of the deployment of such equipment to UNMISS. Any equipment above the level indicated in this MOU shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

1 Annex - I is distributed separately.
2 Annex K is not included in the present document. It is distributed separately

Article 6
Reimbursement and support from the United Nations

6.1 The United Nations shall reimburse the Government in respect of the personnel provided under this MOU at the rates stated in article 2 of annex A.

6.2 The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement for the major equipment shall be reduced in the event that such equipment does not meet the required performance standards set out in annex D and F 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 in annex C. The reimbursement for self-sustainment shall be reduced in the event that the contingent does not meet the required performance standards set out in annex E, or in the event that the level of self-sustainment is reduced.

6.4 Reimbursement for police costs will continue at full rates until departure of the personnel.

6.5 Reimbursement for major equipment will be in effect at full rates until the date of cessation of operations by a troop contributor or termination of the mission and thereafter be calculated at 50 per cent of the rates agreed in this MOU until the equipment departure date.

6.6 Reimbursement for self-sustainment will be in effect at full rates until the date of cessation of operations by a troop contributor or termination of the mission and thereafter be reduced to 50 per cent of the rates agreed in this MOU calculated upon the remaining actual deployed troop strengths until all troop personnel have departed the mission area.

6.7 When the United Nations negotiates a contract for the repatriation of equipment and the carrier exceeds a 14-day grace period after the expected arrival date, the troop contributor will be reimbursed by the United Nations at the dry-lease rate from the expected arrival date until the actual arrival date.

Article 7
General conditions

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

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

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

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

Article 7 ter
Discipline

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

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

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

7.8 The United Nations shall assist the Government in fulfilling its requirements under paragraph 7.3 above by organizing training sessions for commanders upon their arrival in the mission on the United Nations standards of conduct, mission-specific rules and regulations and the local laws and regulations.

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

Article 7 quater
Investigations

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

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

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

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

7.14 In the case of a United Nations administrative investigation into possible serious misconduct by any member of the national contingent, the Government agrees to instruct the Commander of its national contingent to cooperate and to share documentation and information, subject to applicable national laws, including

military laws. The Government also undertakes, through the Commander of its national contingent, to instruct the members of its national contingent to cooperate with such a United Nations investigation, subject to applicable national laws, including military laws.

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

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

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

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

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

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

7.21 Upon the request of the Government, the United Nations shall provide administrative and logistics support to the National Investigations Officers while they are in the mission area or host country. The Secretary-General will provide, in

accordance with his authority, financial support as appropriate for the deployment of National Investigations Officers in situations where their presence is requested by the United Nations, normally the Department of Field Support, and where financial support is requested by the Government. The United Nations will request the Government to deploy National Investigations Officers in high-risk, complex matters and in cases of serious misconduct. This paragraph is without prejudice to the sovereign right of the Government to investigate any misconduct of its contingent members.

Article 7 quinquiens
Exercise of jurisdiction by the Government

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

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

Article 7 sexiens
Accountability

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

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

(a) Cooperate with a United Nations investigation in accordance with article 7 quarter, paragraph 7.14, it being understood that the Commander will not have failed to cooperate merely by complying with his or her national laws and regulations, or the Government's investigation; or

(b) Exercise effective command and control; or

(c) Immediately report to appropriate authorities or take action in respect of allegations of misconduct that are reported to him are well founded,

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

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

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

Article 7 septies
Environmental compliance and waste management

7.28 Troop-contributing countries will ensure that all members of the national contingent conduct themselves in an environmentally conscious manner. They shall observe established United Nations rules and regulations applicable to the functioning of peacekeeping operations, endeavouring to achieve full compliance with United Nations environmental and waste management policies and procedures, as set out in annex K (Environmental policy for United Nations field missions) to the present memorandum of understanding.

7.28 bis National contingents will appoint, where requested by the Force Commander, officials to serve as environment focal points. National contingents undertake that they will "do no harm" to the local environment (including wild plants and animals) and, upon departure, will leave the premises and physical environment in the condition it was provided to them. The only exceptions to this requirement to remediate will be in exceptional cases of operational imperative where the Mission has been informed. They will practice no littering around the bases or on patrols. They will take concrete steps to conserve water and energy, reduce and segregate waste,

and properly manage hazardous waste and waste water for which they are responsible. Where possible, the use of renewable energy will be prioritized.

7.29 The United Nations will provide assistance to national contingents to enable them to comply with United Nations environmental and waste management policies and procedures. Such assistance shall include providing national contingents with the agreed infrastructure and services that enable them to operate in an environmentally conscious manner. The United Nations will provide mission-specific briefings, induction and continuing training on field mission procedures regarding environmental and waste management policies and procedures, comprising practical actions that can be taken by uniformed personnel to ensure responsible presence.

Article 8
Specific conditions

8.1 Environmental condition factor: 2.5%

8.2 Intensity of operations factor: 2.9%

8.3 Hostile action/forced abandonment factor: 5.3%

8.4 The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at 10,032.7 kilometres. The factor is set at 2.75 per cent of the reimbursement rates.

8.5 The following locations are the agreed originating locations and ports of entry and exit for the purpose of transportation arrangements for the movement of troops and equipment,

Troops:

Airport/Port of Entry/Exit: Ho Chi Minh City, Viet Nam

Airport/Port of Entry/Exit (in the area of operations): Juba, in the Republic of South Sudan

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

Equipment:

Originating location: Cat Lai, Viet Nam

Port of embarkation: Cat Lai, Viet Nam

Port of embarkation: Port of Mombasa, Kenya

Border crossing at disembarkation: Nimule, in the Republic of South Sudan (in the mission area)

Article 9
Claims by third parties

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

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

Article 11
Supplementary arrangements

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

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

Article 13
Settlement of disputes

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

(a) First level. The Director/Chief, Mission Support, in consultation with the Force Commander and the Contingent Commander will attempt to reach a negotiated settlement of the dispute;

(b) Second level. Should negotiations at the first level not resolve the dispute, a representative of the Permanent Mission of the Member State and the Under-Secretary-General, Department of Field Support, or his or her representative shall, at the request of either Party, attempt to reach a negotiated settlement of the dispute.

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

Article 14
Entry into force

14. The present MOU shall become effective on 01 October 2018. 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 equipment in the mission area, and will remain in effect until the date personnel, and serviceable equipment depart the mission area as per the agreed withdrawal plan or the date of effective departure where the delay is attributable to the United Nations.

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 the Socialist Republic of Viet Nam have signed this Memorandum of Understanding.

Signed in New York, on 26/09/2018 in two originals in the English language.

For the United Nations

Atul Khare
Under-Secretary-General
for Field Support

For the Government of the
Socialist Republic of Viet Nam

Dang Dinh Quy
Permanent Representative of the
Socialist Republic of Viet Nam
to the United Nations

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Annex A

Personnel Provided by the Government

UNMISS-Level 2 Hospital-Viet Nam

1. Requirements

1. The Government agrees to provide the following personnel:

For the period starting: 01 October 2018

Unit/Sub-unit	*Number of personnel*	*Capability*
Level 2 Hospital	63	
Total	63	

Note: The Government may provide additional personnel as a national command element or national support element at its own expense. There will be no payment for contingent personnel reimbursement, rotation or self-sustainment and no other financial liability for the United Nations for national support element personnel.

2. Reimbursement

2. The Government will be reimbursed for contingent personnel at the rate of

$1,428 per person per month, in effect from 1 July 2018

3. Deduction may be made to contingent personnel reimbursement in respect of absent and non-functional major equipment listed in this memorandum of understanding (MOU), in accordance with General Assembly resolution 67/261, section II, paragraph 11.

4. The contingent personnel will receive directly from the peacekeeping mission a daily allowance of $1.28 plus a recreational leave allowance of $10.50 per day for up to 15 days of leave taken during each six-month period.

3. General conditions for personnel

5. The Government shall ensure that the personnel it provides meets the standards established by the United Nations for service with UNMISS, 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 entitlements.

6. During the period of their assignment to UNMISS, the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

7. 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 of death, injury or illness attributable to United Nations service and/or loss of personal property. Claim for death and disability incidents will be handled in accordance with General Assembly resolution 52/177 of 18 December 1997. Guidelines for submitting claims arising from death and disability incidents are included in A/52/369 of 17 September 1997.

8. Any personnel above the strength authorized in this MOU are a national responsibility, and not subject to reimbursement or support by the United Nations. Such personnel may be deployed to the UNMISS, with prior approval of the United Nations if it is assessed by the troop contributor 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 enjoys the legal status of members of the UNMISS. The troop contributor will not, however, receive any reimbursement in respect of this personnel and the United Nations will not accept any financial obligation or responsibility in connection with such personnel. Any support or services will be reclaimed from reimbursement due the troop contributor.

9. Personnel deployed at the request of the United Nations for specific tasks of limited duration may be covered by supplementary arrangements to this MOU as appropriate.

10. National civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated with unit members of formed bodies of troops for the purpose of this MOU.

11. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the Guidelines to troop-contributing countries in annex I.

Appendix 1 to Annex A

Soldier's kit — mission-specific recommended requirement

In order to ensure that units are operational, the following list of required items has been identified as the minimum operational requirement:

Description	*Quantity*
Personal safety and security items	
Personal weapon	1
Combat helmet	1
Basic flak jacket (fragmentation vest)	1
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 pair
Summer socks	4 pairs
Raincoat	1
Shorts	2
Underpants	4
Suspenders	1
Hand towel	2
Equipment items	
Sleeping bag	1
Travelling bag	1
Toothbrush	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
Combat gauze (impregnated with haemostatic agent)	1

Description	*Quantity*
Combat application tourniquet	1
Field or battle dressing	1
Medical disposable gloves	1
Compass	1
Additional items	
As required and negotiated	1

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Annex B

Major Equipment Provided By the Government

UNMISS - Level II Hospital - Viet Nam

1 - Requirement

Method of reimbursement : Wet Lease

For the Period Starting 01 October 2018

Factors :	- Environmental :	2.50 %
	- Intensified Operational :	2.90 %
	- Hostility / Forced Abandonment :	5.30 %
	- Incremental Transportation :	2.75 %

Equipment Item	Qty	Monthly Rate US$ Excl. Factors	Monthly Rate US$ Incl. Factors	Total Monthly Reimbursement Including Factors
Containers				
Other containers	10	72.00	76.27	762.70
Refrigeration/Freezer/Food storage container	1	559.00	591.99	591.99
			Subtotal :	**1,354.69**
Combat Vehicles				
APC Wheeled Ambulance/rescue	1	5,196.00	5,621.52	5,621.52
			Subtotal :	**5,621.52**
Support Vehicles (Commercial Pattern)				
Truck water (over 5,000 and up to 10,000 litres)	1	1,359.00	1,467.70	1,467.70
			Subtotal :	**1,467.70**
Support Vehicles (Military Pattern)				
Ambulance	1	1,212.00	1,297.16	1,297.16
Truck utility/cargo (1.5 to 2.4 ton)	1	1,336.00	1,457.50	1,457.50
Truck utility/cargo (2.5 to 5 ton)	2	1,610.00	1,747.54	3,495.08
Truck, utility/cargo (under 1.5 tons)	2	1,152.00	1,260.38	2,520.76
			Subtotal :	**8,770.50**
Engineering Vehicles				
Truck sewer cleaning	1	840.00	890.38	890.38
			Subtotal :	**890.38**
Material Handling Equipment				
Forklift medium (up to 5 tons)	1	1,121.00	1,219.82	1,219.82
			Subtotal :	**1,219.82**
Trailers				
Fuel Trailer (2,000 to 7,000 litres)	1	686.00	747.29	747.29
Medium cargo multi axle	1	411.00	448.15	448.15
Water Trailer(2,000 to 7,000 litres)	1	387.00	422.10	422.10
			Subtotal :	1,617.54
Logistics Equipment				
Water storage, 7,001 - 10,000 ltr	5	36.00	38.81	194.05

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Major Equipment Provided By the Government

Annex B

UNMISS - Level II Hospital - Viet Nam

1 - Requirement

Method of reimbursement : Wet Lease

For the Period Starting 01 October 2018

Factors :	- Environmental :	**2.50 %**
	- Intensified Operational :	**2.90 %**
	- Hostility / Forced Abandonment :	**5.30 %**
	- Incremental Transportation :	**2.75 %**

Equipment Item	Qty	Monthly Rate US$ Excl. Factors	Monthly Rate US$ Incl. Factors	Total Monthly Reimbursement Including Factors
Logistics Equipment				
			Subtotal :	**194.05**
Engineering Equipment				
Water treatment plant, up to 2,000 lph, storage up to 5,000	1	868.00	935.39	935.39
			Subtotal :	**935.39**
Electrical - Generators - Stationary and Mobile				
Generator stationary and mobile 101-150 kVA	2	914.00	979.12	1,958.24
Generator stationary and mobile 201-500 kVA	2	1,560.00	1,673.99	3,347.98
			Subtotal :	**5,306.22**
Medical and Dental Equipment				
Aero-Medical evacuation module	1	2,089.00	2,227.73	2,227.73
Level 2 Hospital	1	19,791.00	21,105.41	21,105.41
			Subtotal :	**23,333.14**
Miscellaneous Equipment				
Ice Making Machine (1 set of 2) (Special Case)	1	282.83	300.99	300.99
			Subtotal :	**300.99**
Accommodation Equipment				
Ablution facilities (up to 50 persons)	3	172.00	186.04	558.12
			Subtotal :	**558.12**
			Total Wet Lease : US$	**51,570.06**

Notes:
1. qty - Refrigeration/Freezer/Food Storage is to be used as a morgue.
2. qty 3 x Ablutions deemed necessary in light of mission construction constraints.

Annex B

2. General conditions for major equipment

1. The major equipment provided under this MOU shall remain the property of the Government except where specified in the appendix to this annex.

2. Major equipment deployed for short periods for specific tasks shall not form part of this MOU, or it shall be negotiated and agreed upon separately in supplementary arrangements to this MOU.

3. Reimbursement for major equipment will be in effect at full rates until the date of cessation of operations by the troop contributor or termination of the mission and thereafter be reduced to 50 per cent of the rates agreed in this MOU until the major equipment items have departed the mission area.

4. To meet serviceability standards, contingents have the option to maintain an overstock of up to 10 per cent of the agreed authorized quantities and have this overstock deployed and redeployed with the contingent. The United Nations will assume the cost of deployment and redeployment and painting/repainting of the overstock, but the troop contributor will not receive wet or dry lease reimbursement for any overstocks.

5. Costs associated with preparing authorized equipment to additional standards defined by the United Nations for deployment to a mission under the wet or dry lease arrangements (such as painting, United Nations marking, winterizing) are the responsibility of the United Nations. Similarly, costs for returning authorized equipment to national stocks at the conclusion of a mission (such as repainting to national colours) are also the responsibility of the United Nations. Costs will be assessed and reimbursed on presentation of a claim based on the authorized equipment list contained in this MOU. Painting/repainting expenses will be reimbursed using the standard rates of painting/repainting for major equipment authorized in the MOU. The cost of repairs is not reimbursable when the equipment is provided under a wet lease, as repairs are included in the maintenance portion of the wet lease rate.

3. Verification and control procedures

6. The main purpose of verification and control procedures is to verify that the terms and conditions of the bilateral MOU have been met, and to take corrective action when required. The United Nations 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 UNMISS and is provided in accordance with annex D to the MOU.

7. The United Nations is therefore authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a

person, normally identified through his function, who is the responsible point of contact for verification and control matters.

8. 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 MOU, if not the full substance, and also taken into account the importance of the subject and length of period when the MOU has not been fulfilled. 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/police function at no additional cost to the United Nations or the Government, other than those provided for in the MOU.

9. The results of the control process are to be used as a basis of 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 MOU, may seek to renegotiate the scope of the contribution.

10. The verification process for major equipment consists of the following types of inspections:

(a) **Arrival inspection:**

(i) The inspection of major equipment will take place immediately upon arrival in the mission area and must be completed within one month. The United Nations, in consultation with the troop contributor, will decide the time and place. Where equipment and personnel are already in the mission area when the MOU is concluded, the first inspection will be carried out on a date to be jointly determined by the mission and contingent authorities and is to be completed within one month of that date;

(ii) The Government may request a United Nations team to advise or consult on matters pertaining to major equipment and/or self-sustainment. The United Nations will normally request a predeployment visit to the home country of the troop contributors;

(b) **Operational inspection:**

(i) The operational inspections, carried out by duly designated representatives of the United Nations, must be conducted at least once every six months. The major equipment will be inspected to ensure that categories and groups as well as the number delivered still correspond with this MOU and is used appropriately;

(ii) The inspection will also determine if the operational serviceability is in accordance with the specifications mentioned under performance standards listed in annex E;

(c) Repatriation inspection:

The repatriation inspection is carried out by duly designated representatives of the United Nations when the contingent or a component thereof leaves the mission to ensure that all major equipment provided by the Government, and only that, is repatriated, and to verify the condition of equipment provided under the dry lease concept;

(d) Other inspections and reporting:

Additional verifications or inspections deemed necessary by the Force Commander/Police Commissioner, Director/Chief of Mission Support or United Nations Headquarters, such as those required to support standard operational reporting, may be implemented.

The United Nations may request a predeployment visit to the troop/police contributors' home country to assist the troop contributor to prepare for deployment and to verify the suitability of the major equipment and self-sustainment capabilities proposed for deployment.

4. Transportation

11. The United Nations, in consultation with the Government, will make arrangements for, and meet the costs related to, deployment and redeployment of contingent-owned equipment, from and to an agreed port of embarkation/ disembarkation and the mission area either directly or, if transport is to be provided by the Government, under a letter of assist. For landlocked countries, or countries where equipment is moved by road or rail to and from the mission area, the port of embarkation/disembarkation will be an agreed border crossing point.

12. Troop contributors are responsible for transportation of resupply of spare parts and minor equipment related to major equipment, and for rotating equipment to meet national requirements. The monthly estimated maintenance rates of the wet lease rates already include a generic 2 per cent premium for such transportation. In addition, a distance related increment is applied to the maintenance rates. The distance related increment is 0.25 per cent of the estimated maintenance rate for each complete 500 miles (800 kilometres), beyond the first 500 miles (800 kilometres) distance along the consignment route between the port of embarkation in the troop-contributing 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 will be an agreed border crossing point.

13. No separate reimbursement for transportation of spare parts is provided for beyond that covered under the wet lease procedures.

14. Costs related to the rotation of equipment to meet national operational or maintenance requirements will remain ineligible for reimbursement by the United Nations. Certain categories of major equipment under prolonged deployment to peacekeeping missions which are non-operable, or for which continued maintenance is not economical in the mission area, can be considered for rotation at United Nations

expense at the discretion of a mission contingent-owned equipment/memorandum of understanding management review board (CMMRB) in consultation with the applicable contingent commander, on the basis of operational requirements within the mission. These categories are as follows: aircraft/airfield support equipment, armoured personnel carriers (tracked), armoured personnel carriers (wheeled), engineering equipment, engineering vehicles, support vehicles (commercial pattern) and support vehicles (military pattern).

15. To be eligible for consideration, equipment must have been continuously deployed in peacekeeping operations for at least seven years or 50 per cent of its estimated useful life, whichever comes earlier. Equipment to be rotated at United Nations expense shall be treated by the United Nations as if it were contingent-owned equipment being repatriated at the end of the contingent's deployment to a mission area. Replacement equipment shall be treated as equipment being deployed under the contingent's initial deployment to a mission area.

16. The United Nations is responsible for the costs of inland transportation of major equipment between an agreed originating location and the port of embarkation/disembarkation. The United Nations may make transport arrangements to and from the originating base; however, the Government will be responsible for costs for other than major equipment. Reimbursement of the costs of inland transportation made by the troop contributor for major equipment will be made upon presentation of a claim prepared in accordance with a letter of assist, which will be negotiated in advance of the transportation.

17. The United Nations will be responsible for the cost of transportation on deployment and redeployment of the equipment level authorized in this MOU and of backup equipment up to equipment level authorized in this MOU. In the event of the troop contributor deploying more equipment than authorized in this MOU plus 10 per cent backup, the extra costs will be borne by the troop contributor.

18. When the United Nations negotiates a contract for the repatriation of equipment and the carrier exceeds a 14-day grace period after the expected arrival date, the troop contributor will be reimbursed by the United Nations at the dry lease rate from the expected arrival date until the actual arrival date.

5. Mission factors

19. Mission factors as described in annex H, if applicable, will be applied to the reimbursement rates for major equipment.

6. Loss and damage

20. When deciding reimbursement for loss and damage, a distinction between no-fault incidents and hostile action/forced abandonment must be made:

(a) **No-fault incidents**. The wet lease/dry lease rates include a no-fault factor to cover loss of or damage to equipment in a no-fault incident. There is no additional

reimbursement and no other claims are receivable in case of equipment loss or damage in such incidents;

(b) **Hostile action/forced abandonment:**

(i) In cases of loss or damage resulting from a single hostile action or forced abandonment, the Government will assume liability for each item of major equipment whose individual generic fair market value is below the threshold value of $100,000;

(ii) In cases of loss or damage resulting from hostile actions or forced abandonment, the Government will assume liability of equipment when the collective generic fair market value of losses within one United Nations budget year for the mission is below the threshold value of $250,000;

(iii) For major equipment lost or damaged as a result of a single hostile action or forced abandonment, the United Nations will assume liability for each item of major equipment whose individual generic fair market value equals or exceeds $100,000 or for the major equipment lost or damaged when the collective generic fair market value of such equipment equals or exceeds $250,000 for a series of hostile actions within one United Nations budget year. The value of the loss or damage is determined using the generic fair market value. The reimbursement is made at the generic fair market value less the equipment use charge i.e. the cumulative dry lease rate and any payments associated with the environmental and intensity of operations mission factors made by the United Nations for that equipment;

(iv). GFMV of the equipment reimbursed for a single hostile action or forced abandonment will count towards the GFMV of the collective annual budget year threshold of $250,000;

(v) The reimbursement will be processed only after the Government undertakes to replace or repair the equipment.

21. Where equipment is provided under wet lease, the method of calculation for damage is the reasonable cost of repair. Equipment, which has suffered damage, is to be considered a total loss when the cost of repair exceeds 75 per cent of the generic fair market value.

22. The United Nations has no responsibility for reimbursement where loss and damage is due to wilful misconduct or gross negligence by members of the troop contributor as determined by a board of inquiry convened by a duly authorized official of the United Nations, the report of which has been approved by the responsible United Nations official.

7. Loss and damage in transit

23. Liability for loss or damage during transportation will be assumed by the party making the arrangements. Liability for damage only applies to significant damage. Significant damage means damage where the repairs amount to 10 per cent or more of the generic fair market value of the item of equipment.

8. Special case equipment

24. Unless otherwise specifically provided in the MOU, loss or damage to special case equipment shall be treated in the same manner as other major equipment.

9. Liability for damage to major equipment owned by one troop/police contributor and used by another troop/police contributor

25. Major equipment can be provided to the United Nations by one troop/police contributor to be used, at the request of the United Nations, by another troop/police contributor. In these cases, the following principles will apply:

(a) Adequate training is necessary to ensure that a user is qualified to operate unique major equipment such as armoured personnel carriers. The United Nations will be responsible for ensuring that this training is conducted and to provide funding for the training. The arrangements to provide and conduct this training are to be negotiated between the United Nations, the troop/police contributor providing the major equipment and the troop contributor using the major equipment. The results of the negotiation are to be reflected in the respective MOUs;

(b) Major equipment provided to a United Nations peacekeeping mission by a troop/police contributor and used by another troop/police contributor shall be treated with due diligence. The user troop/police contributor shall be responsible for reimbursing the providing troop/police contributor, through the United Nations, for any damage that may occur, whether as a result of wilful misconduct, gross negligence or negligence by personnel of the user troop/police contributor;

(c) Any incident involving damage shall be investigated and processed according to the application of United Nations rules and regulations.

(Xem tiếp Công báo số 93 + 94)

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

Địa chỉ: Số 1, Hoàng Hoa Thám, Ba Đình, Hà Nội
Điện thoại liên hệ:
- Nội dung: 080.44417; Fax: 080.44517
- Phát hành: 080.48543
Email: congbao@chinhphu.vn
Website: http://congbao.chinhphu.vn
In tại: Xí nghiệp Bản đồ 1- Bộ Quốc phòng

Giá: 10.000 đồng