

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 Giữ gìn 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

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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**

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- Annex I. Guidelines (aide-mémoire) to Troop - Contributing Countries¹
- 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.

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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.

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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

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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

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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 quinquies
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

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- (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,

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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

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**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:

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(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.

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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

<i>Unit/Sub-unit</i>	<i>Number of personnel</i>	<i>Capability</i>
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.

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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.

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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:

<i>Description</i>	<i>Quantity</i>
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

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<i>Description</i>	<i>Quantity</i>
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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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
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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
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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
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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
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Subtotal : 890.38

Material Handling Equipment

Forklift medium (up to 5 tons)	1	1,121.00	1,219.82	1,219.82
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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

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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

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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.

ĐIỀU ƯỚC QUỐC TẾ

Thông báo số 53/2018/TB-LPQT ngày 10 tháng 12 năm 2018 về việc điều ước quốc tế có hiệu lực: "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 Giữ gìn hòa bình Liên hợp quốc tại Cộng hòa Nam Xu-đăng"

(Tiếp theo Công báo số 91 + 92)

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Annex C

Self-Sustainment

UNMISS - Level II Hospital - Viet Nam

1 - Requirement

For the Period Starting 01 October 2018

Factors :		- Environmental :	2.58 %		
		- Intensified Operational :	2.90 %		
		- Hostility / Forced Abandonment:	5.30 %		
Category		Monthly Rate US\$ Excl. Factors	Monthly Rate US\$ Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including Factors
Catering	- General	28.54	31.59	63	1,990.17
Communication	- HF	17.98	19.90	0	0.00
	- Telephone	15.49	17.15	63	1,080.45
	- VHF/UHF - FM	47.43	52.51	63	3,308.13
Office	- General	22.86	25.31	63	1,594.53
Electrical	- General	27.51	30.45	63	1,918.35
Minor Engineering	- General	17.85	19.76	63	1,244.88
Explosive Ordnance disposal	- General	8.51	9.42	0	0.00
Laundry	- General	9.46	10.47	63	659.61
Cleaning	- General	14.10	15.61	63	983.43
Tentage	- General	26.62	29.47	0	0.00
Accommodation	- General	41.45	45.89	0	0.00
Firefighting	- Basic firefighting	0.23	0.25	63	15.75
	- Fire detection and alarm	0.16	0.18	63	11.34
Medical	- Basic	2.18	2.41	63	151.83
	- Blood and Blood Products	2.29	2.54	0	0.00
	- Dental only	2.78	3.08	0	0.00
	- Gynaecology	2.13	2.36	150	354.00
	- High-Risk Areas (Epidemiological)	9.12	10.10	63	636.30
	- Laboratory only	4.59	5.08	0	0.00
	- Level 1	16.11	17.83	63	1,123.29
	- Level 2 & 3 Combined(Incl. Dental & Lab)	35.98	39.83	0	0.00
Observation	- Level 2 (Incl. Dental and Lab)	21.53	23.83	2500	59,575.00
	- Level 3 (Incl. Dental and Lab)	25.68	28.43	0	0.00
	- General	1.45	1.61	63	101.43
Identification	- Night Observation	24.40	27.01	0	0.00
	- Positioning	5.75	6.37	63	401.31
NBC Protection	- General	26.93	29.81	0	0.00
Field Defence Stores	- General	34.32	37.99	0	0.00
Miscellaneous General Stores	- Bedding	17.80	19.70	63	1,241.10
	- Furniture	23.20	25.68	63	1,617.84
	- Internet access	3.16	3.50	63	220.50
	- Welfare	6.73	7.45	63	469.35

Self-Sustainment**UNMISS - Level II Hospital - Viet Nam****1 - Requirement**

For the Period Starting 01 October 2018

Factors :	- Environmental :	2.50 %			
	- Intensified Operational :	2.90 %			
	- Hostility / Forced Abandonment:	5.30 %			
Category	Monthly Rate US\$ Excl. Factors	Monthly Rate US\$ Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including Factors	
Unique Equipment / Service - General	0.00	0.00	0	0.00	

Total US\$: 78,698.59

Annex C**2. General conditions for self-sustainment**

1. The minor equipment and consumables provided under this MOU shall remain the property of the Government.
2. 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/formed police strength until all contingent personnel have departed the mission area.

3. Verification and control procedures

3. 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 the UNMISS and is provided in accordance with annex C to the MOU.
4. Thus the United Nations is authorized to verify the status, condition and quantity of the equipment and services provided. The Government will designate a person, normally identified through his/her function, who is the responsible point of contact for verification and control matters.
5. 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. 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 this MOU.
6. The result of the control process is 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 MOU, 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.
7. The verification process for personnel-related minor equipment and consumables comprise three types of inspections:
 - (a) **Arrival inspection.** 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 MOU. Where self-sustainment services 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;

(b) **Operational 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;

(c) **Other inspections and reporting.** Additional verifications or inspections deemed necessary by the Force Commander/Police Commissioner, the Director/Chief, Mission Support or United Nations Headquarters, such as standard operational reporting, may be implemented. When a unit has to fully or partially redeploy within a mission area, the time of the next periodic inspection in the new location will be carried out in a date to be jointly determined by the mission and the unit authorities.

4. Transportation

8. Costs related to the transportation of minor equipment and consumables provided under the self-sustainment system are reimbursed by a 2 per cent transportation premium included in the rates listed in annex C. No other transportation cost is eligible for reimbursement for transportation of self-sustainment items.

5. Mission factors

9. Mission factors as described in annex H, if applicable, will be applied to the reimbursement rates for self-sustainment.

6. Loss and damage

10. Loss or damage to self-sustainment items is not reimbursable by the United Nations. These incidents are covered by the no-fault incident factor and by the mission-approved hostile action/forced abandonment factor (where a mission factor has been deemed necessary), which are applied to the spare parts component of the wet lease as well as the self-sustainment rates.

Appendix 1**Self-sustainment services distribution of responsibilities**

<i>Country:</i>	<i>Viet Nam</i>	<i>Remarks</i>
<i>Unit:</i>	<i>Level 2 Hospital</i>	
Total number of contingent personnel:	63	
Category		
Catering	VIE	
Communication		
VHF/UHF-FM	VIE	
HF	N/A	
Telephone	VIE	
Office	VIE	
Electrical	VIE	
Minor engineering	VIE	
Explosive ordnance disposal	UN	
Laundry	VIE	
Cleaning	VIE	
Tentage	UN	
Accommodation	UN	
Basic firefighting	VIE	
Fire detection and alarm	VIE	
Medical		
Basic	VIE	
Level 1	VIE	
Level 2 (including dental and lab)	VIE	
Level 3 (including dental and lab)	UN	
Level 2 and 3 combined (including dental and lab)	Not required	
High-risk areas (epidemiological)	VIE	

<i>Country:</i>	<i>Viet Nam</i>	
<i>Unit:</i>	<i>Level 2 Hospital</i>	<i>Remarks</i>
Laboratory only	Not required	
Dental only	Not required	
Blood and blood products	UN	
Gynaecology	VIE	
Observation		
General	VIE	
Night observation	N/A	
Positioning	VIE	
Identification	UN	
Nuclear, biological and chemical protection	UN	
Field defence stores	UN	
Miscellaneous general stores		
Bedding	VIE	
Furniture	VIE	
Welfare	VIE	
Internet access	VIE	
Unique equipment	Not required	

Note: TBD = to be determined.

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Appendix 2**List of items provided by troop contributor under self-sustainment subcategories “welfare” and “Internet access”**Country: Viet Nam**Welfare**

Welfare stores should be available to all contingent personnel, in headquarters, and detached units/sub-units.

Welfare stores should include, but are not limited to, the following items:

<i>Equipment</i>	<i>Item</i>	<i>Quantity</i>	<i>Remarks</i>
Audio/visual entertainment equipment	DVD	4	DVD player and Discs
	VCR		
	Television	5	
	Karaoke	01 set	Amplifier, speaker, microphones, screen, sub.
Fitness equipment	Free weights Exercise machines	01 set	
Team sports equipment	Football	5	
	Volley ball	4 set	
	Table tennis	02 set	2 tables and 10 sets of bats.
	Badminton	3 sets	Net, racket
Library	Books	50	
	Periodicals	50	Military magazines
Other equipment (pertinent to contingent's culture)	Guitar	3	
	Folk dance gear	1	

II. Internet Access

	<i>Item</i>	<i>Quantity</i>	<i>Remarks</i>
Internet access equipment	Monthly subscribe to local internet provider		Ciano
Computers		3	
Laptop		3	

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Peripherals	Webcams		In laptop
	Microphones		In laptop
	Scanners/printers	1	
Appropriate levels of maintenance (spare parts and bandwidth for the equipment mentioned above)	Camera	01	
	Camcorder	01	

<i>Equipment</i>	<i>Item</i>	<i>Quantity</i>	<i>Remarks</i>
Audio/visual entertainment equipment	DVD		
	VCR		
	Television		
	Computer and computer games		
Fitness equipment	Free weights		
	Exercise machines		
Team sports equipment	Soccer		
	Football		
	Basketball		
Individual sports equipment	Tennis		
	Table tennis		
	Badminton		
	Handball		
Library	Books		
	Periodicals		
	Board games		
Other equipment (pertinent to contingent's culture)			

Note: COE verification teams will follow the principles of reasonability and flexibility in assessing troop/police contributor's compliance with the standards for "welfare" and "Internet access" subcategories

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

1. There are verifiable standards by which both dry and wet leases are applied and subsequently reimbursed. The following standards, and associated definitions, are designed to apply to the equipment listed in annex A to chapter 8. The standards, stated in terms of operational requirements, are designed to be generic in nature to fit the widest range of equipment.

Principles

2. The following principles are applicable to all equipment:

- (a) Equipment arriving in theatre must be in a serviceable condition for use in its primary role and must already be painted with United Nations markings. Ambulances and other vehicles dedicated to the transport of medical staff or medical supplies should be clearly marked with a symbol placing it under the protection of the Geneva Convention. Any requirement to assemble the equipment due to shipping constraints will be completed by the unit at its own expense as part of the deployment process. This will include the addition of petrol, oil and lubricants removed for the purpose of transportation;
- (b) All associated minor equipment, checklists or load list items required for use with the equipment in the performance of its role will accompany the equipment or be in clearly identifiable cargo for inclusion with the equipment on arrival in theatre;
- (c) Under the wet lease reimbursement, the contributor is responsible for the provision of replacement equipment, spare parts, maintenance, and contracted repair,
- (d) To meet serviceability standards, units have the option to maintain an additional 10 per cent of the MOU authorized quantities of major equipment to be deployed and redeployed with the unit. The United Nations will be responsible for the associated deployment and redeployment as well as painting/ repainting costs. However, a troop/police contributor will not receive wet or dry lease reimbursement for overstocks;
- (e) A “reasonability” view is to be employed when assessing whether a performance standard has been met. However, the capabilities, staff and medical equipment and the capability to perform emergency medical procedures according to the standards for medical self-sustainment stated in annex C to the present chapter must be present at all times. Troop/police contributors and the United Nations should not be penalized when non-performance results from the operational situation in the mission area;
- (f) Any equipment damaged in transit will be the responsibility of the party responsible for making the transportation arrangements;

(g) The term “special case” should be reserved for major equipment for which a reimbursement rate has not been established in the COE Manual.

3. The United Nations inspection team will use the MOU in verifying the type and quantity of major equipment provided by the troop/police contributor.

4. A third party maintaining equipment of another troop/police contributor is to meet the same performance standards as a troop/police contributor providing maintenance of its own equipment.

Standards

5. The subsequent paragraphs describe the standards that are to be verified by mission COE inspection team.

Communications equipment

6. The provision of communications equipment for dry/wet lease reimbursement will be applied to communications’ contingents providing services on a force level, that is, above the battalion or unit level. The service must be available to all units as designated by the mission headquarters and will be included in the MOU. The MOU will specify the technical specifications to be used.

7. The equipment must be sufficient to provide the basic communications network desired by the mission. A backup capability must be retained in theatre to ensure uninterrupted service. The backup equipment will deploy and redeploy with the unit.

8. When higher-level communication capabilities are required by non-communication units and not reimbursable under the self-sustainment rate for communications (e.g., INMARSAT), the equipment must be authorized in the MOU in which case it will be reimbursable as major equipment in the same manner as for a communications unit. An Inmarsat used for national rear-link purposes is a national responsibility and is not reimbursable.

Electrical

9. This equipment is for the provision of main source generating power for base camps, company or larger dispersed locations, or specialist units requiring large power sources greater than 20 kVA (e.g., medical facilities, maintenance workshops). It is to include all associated minor equipment, consumables and wiring harnesses, and cabling to connect end-users. Lighting fixtures, accommodation circuits and wiring are reimbursable under the electrical self-sustainment rate. When troops or specialist units from one contingent are deployed with another contingent, the responsibility for supplying the power, with a sufficient backup capacity, must be defined in the MOU of both parties.

10. Base camp main generators and generators supplying medical facilities will have a backup capability running in parallel. The backup capacity must at all times be sufficient to cover medical needs and must be connected to the vital areas of the medical facilities, giving these facilities first priority. The combination of the output of the two generators is used to determine the reimbursement rate. In this case, an uninterrupted “around-the-clock” capability is required for all base camp main generators. Related wiring and cabling, circuit panels and transformers are to be repaired or replaced within two hours. Single generators (i.e., not running in parallel) will operate with a maximum of three hours of servicing, refuelling or repair within a 24-hour period. When troops/police or medical units from one troop/police contributor are deployed and operating with a contingent of another troop/police contributor, the responsibility for supplying power with a sufficient backup capacity will be negotiated on a case-by-case basis and indicated in annex B to the MOU.

11. Generators introduced in 2017 based on the ISO 8528 standard, which are detailed in appendix 3 to the present annex, supplement—not replace—the existing categories of generators. Troop/police contributors may opt to continue to deploy generators under the previous arrangements. A troop/police contributor may at its own convenience and priority shift to the new COE energy transition plan, which is not binding but is incentive-based. If it chooses to be reimbursed at the new prime power, limited-time running power or emergency standby power rates, the troop/police contributor must adhere to the auditable site energy plan. The energy transition plan is not predicated on new types/capabilities of generators. Rather, it is focused on a methodology to use existing generators in a more efficient and environmentally-friendly manner.

12. The provision of renewable energy electricity generation equipment to replace any or all of the fuel generators is encouraged. Such provision will be assessed as a special case.

Engineering

13. The major equipment rates will be paid for major equipment used in engineering tasks in support of the mission. The unit and its capability must be authorized under the MOU.

14. Engineering equipment will be maintained to ensure its immediate availability for use as deployed.

15. When an engineering unit is tasked to conduct demining/force EOD on behalf of the mission as a force asset, the equipment will be reimbursed as major equipment, where applicable, as agreed in the MOU. Ammunition and explosives consumed in demining/force EOD operations or, where the Force Commander authorizes and directs special training beyond accepted United Nations readiness standards, are reimbursable upon presentation of a claim and certification from the mission. Since the cost of ammunitions and explosives associated with special case major equipment items, such as demolition explosives used in demining/force EOD, are not included in the calculation of monthly wet lease rates, an incremental transportation factor is not

included to reimburse the cost of transportation for the replenishment. Consequently, the United Nations will reimburse for the transportation cost of the deployment, redeployment as well as replenishment of those specific ammunitions and explosives used for demining/force EOD tasks at force level using force asset major equipment.

16. Sourcing and procurement of consumables, installation of materials and minor equipment expended and left behind for a task, such as drilling pipes, small pumps, asphalt, gravel, etc., are to be dealt with under a specific LOA. In addition, excessive costs incurred as a result of exceptional wear and tear caused by operation of the equipment in unduly harsh conditions are to be dealt with under an LOA.

Observation equipment

17. Under a wet lease, observation equipment will be maintained to ensure “round-the-clock” operability, as applicable, at all observation outposts. Routine calibration of equipment must be performed.

18. Under a dry lease arrangement, the United Nations is responsible for providing sufficient spare parts and equipment to maintain the same level of serviceability at the observation posts.

Accommodation

19. Accommodation types shall be defined by the minimum standards and characteristics listed below.

20. Standard United Nations field mission accommodation is defined as a facility in which:

(a) The structural framework is composed of a truss system or wood, structural steel, reinforced concrete, structural masonry or similarly rigid material under proper design,

(b) The structural framework is interconnected with a tensioned membrane or a solid exterior wall and roofing system for a weather-tight enclosure,

(c) The facility is erected upon a properly designed substructure system with an adequate foundation taking into account in-situ soil conditions and the facility’s dead loads, live loads including the occupants, wind, snow, seismic factors and is secured appropriately to the ground against horizontal and vertical loads, taking into account the environmental conditions within the mission’s area of responsibility,

(d) The exterior enclosure has adequate insulation, interior liner and/or adequate wall thickness designed to reduce heating and cooling requirements with minimum R values as defined by the Director, Logistics Support Division, Department of Field Support,

(e) The facility includes an integrated flooring system above ground level or a constructed slab on grade designed to carry the live and dead loads of the occupants,

(f) The facility has adequate doors and windows, all of which can be secured, covered with insect screens and with the total openings being not less than 5 per cent of the total

wall area of the facility to enable adequate ventilation, including cross ventilation, for the occupants,

(g) The facility should be capable of meeting the fire protection / suppression standards of the United Nations in addition to the firefighting requirements for contributing countries as per the COE Manual,

(h) Accommodation services should include:

(i) Adequate power and lighting systems for the intended occupancy,

(ii) A heating, ventilation, and air-conditioning system for the intended occupancy, taking into account the environmental conditions within the mission's area of responsibility. Generally, air-conditioning is to be provided when the seasonal maximum ambient outdoor shade temperature of the location exceeds 86 degrees Fahrenheit or 30 degrees Celsius for periods exceeding 30 days in a year and heating is to be provided when the minimum ambient outdoor temperature is zero degrees Celsius or 32 degrees Fahrenheit or below for periods exceeding 30 days in a year.

21. Containers are mobile shelters used for a specific purpose/service. There are three basic types of containers: truck mounted, trailer mounted and sea containers. Truck-mounted containers can be dismantled and operated separately from the vehicle. Trailer-mounted containers need not be dismantled, but are not reimbursed as trailers in the vehicle category. Sea containers must be maintained to international standards (i.e., certified for shipping) in order to be eligible for reimbursement.

22. If a container is used as part of the support provided under a self-sustainment rate (e.g., dental, catering), its use is not reimbursable as major equipment, but is covered by the applicable self-sustainment rate.

23. **Environmental enhancements.** Environmental enhancements to accommodation are considered to be additions to the aforementioned accommodation standards with the effect of reducing energy use and thus decrease generator fuel usage and greenhouse gas emissions. Enhancements include all or some of the following:

(a) Double roofing and wall shading;

(b) Additional thermal insulation for wall, roof, floor and doors, as applicable; and

(c) Air conditioner and heating systems with appropriate sizing and energy efficiency ratios (EERs).

24. Accommodation rates include all minor equipment and consumables associated with the primary function of the facility.

Aircraft

25. Owing to the special nature of aircraft, the type, quantity and performance criteria will be stipulated separately in letters of assist. The air operations unit of the mission is responsible for monitoring and reporting the performance of aircraft. In the interests of generating a more consistent set of conditions in letters of assist (LOA) for

the provision of a military aviation capability and to encourage more complete utilization of military capabilities, the United Nations will reimburse the cost of ammunition expended in maintaining aircrew weapons proficiency for armed helicopters during the year. Details of weapons training exercises, including the quantity and types of ammunition allocated per pilot, will be based on national/United Nations requirements, and reimbursement rates for this ammunition are to be included as an attachment to the LOA. Reimbursement for ammunition expended during actual hostilities shall be at the same rate. The United Nations is responsible for providing a firing range in the mission area of operations or at a suitable alternative location (subject to a bilateral agreement between the Government and United Nations).

26. Unmanned aerial systems (UASs) are increasingly being deployed to United Nations peacekeeping missions. Their tasks are primary aerial data and geospatial information gathering for the peacekeeping mission and provide invaluable information for many operational contexts. Because of their flexibility and diversity, they can be tailored to fit many different tasks within every mission and for all components.

(a) Class I UAS: UAS only operated up to a limited altitude of not more than 1,000 feet above ground level with a maximum gross take-off weight between 1 and 150 kg, and within line of sight of the operator, with a maximum range up to 50 km.

(b) Class II UAS: UAS with a maximum gross take-off weight between 150 and 600 kg, equipped with a line-of-sight data link. Normally operated up to 10,000 feet above ground level with a maximum range of 200 km. Equipage limitations and airworthiness restrictions may limit these systems to operations in restricted or special-use airspace.

(c) Class III UAS: medium-altitude, long-endurance and high-altitude, long-endurance UAS, maximum gross take-off weight more than 600 kg and operated up to 65,000 feet above ground level with unlimited range, beyond line of sight. Equipped for limited- or even unrestricted-use airspace, with an equally less restrictive or even unrestricted airworthiness certificate.

27. UAS of class I of up to 2 kg with altitude not to exceed 200 feet will be reimbursable as major equipment at the rate listed in chapter 8, annex A. All other types (i.e. more than 2 kg or altitude above 200 feet) will be addressed under letter of assist.

Armaments

28. Crew-served weapons must be operationally serviceable at a 90 per cent rate. Serviceability includes sighting and calibration of weapons and periodic test firing as permitted in the mission area. The United Nations defines a crew-served weapon as any weapon operated by more than one designated soldier. Ammunition for sighting, calibration, test firing and training is a consumable and is included in the wet lease maintenance rate. Therefore, training ammunition is a national responsibility unless the Force Commander/Police Commissioner specifically authorizes and directs special training beyond accepted United Nations readiness standards. When weapons are provided through the United Nations, sufficient United Nations spare parts stock will be maintained in-theatre to ensure the serviceability standards.

29. The United Nations will reimburse contributing countries for deploying ammunition to and from the mission area. Since the cost of ammunition/missiles, associated with major equipment items such as anti-air, anti-armour and howitzer, and explosives used with major equipment, are not included in the calculation of monthly wet lease rates, an incremental transportation factor is not included to reimburse the cost of transportation for the replenishment. Consequently, the United Nations will reimburse for the transportation cost of the deployment, redeployment and replenishment of those specific ammunition and for ammunition or explosives used with major equipment.

30. Additionally, the United Nations will reimburse ammunition and explosives expended on training beyond accepted United Nations readiness standards authorized and directed by the Force Commander/Police Commissioner, but not for other training/exercises within accepted United Nations readiness standards. For the latter, ammunition is considered a consumable covered either in the wet lease rates or under reimbursement for contingent personnel (as part of clothing, gear and personal weaponry). Operational ammunition will be reimbursed upon presentation of a claim by the Government and an operational ammunition expenditure certificate from the mission.

31. Reimbursement will be made for ammunition that becomes unserviceable while in the mission area. However, troop/police contributors are responsible for deploying ammunition with an expected life in excess of the anticipated length of deployment. During the rotation of a unit when the United Nations is providing transportation for a troop- or police-contributing country, or under a letter of assist by the troop/police contributing country, where there is spare capacity within United Nations, United Nations-contracted transportation or troop/police country's transportation, to achieve greater efficiencies for troop- and police-contributing countries, this spare capacity can be used to move authorized ammunition to replace expended or expired stock. The use of any spare capacity must be cost neutral to the United Nations, and in such a case, this efficiency gain will be of no charge to the troop or police-contributing country.

Naval vessels

32. Owing to the special nature of vessels, type, quantity and performance criteria will be stipulated separately in letters of assist.

Vehicles

33. The inspection team is responsible for verifying the equipment to ensure it is classified according to the description/category provided in the COE Manual.

34. Commercial pattern vehicles are defined as those vehicles that are readily available from a commercial source. Effective 1 July 2011, all newly deployed commercial vehicles brought to new and existing missions must be equipped with standard seat belts. The cost will be borne by the troop- or police-contributing country. Troop-and police-contributing countries are encouraged to install standard seat belts for

already deployed commercial vehicles. This option should not be mandatory and the costs will be borne by the country.

35. Military pattern vehicles are specifically engineered and designed according to precise military/police specifications and are built to satisfy particular military/police mission applications. A checklist to determine whether a commercial pattern vehicle could qualify for a military pattern rate of reimbursement is contained in appendix 1 to the present annex. In cases where the original vehicle is of a commercial pattern, the vehicle may be considered as "military pattern" for reimbursement purposes under COE, subject to MOU negotiation and are to be indicated in annex B to the MOU. Issues of whether or not an upgrade to commercial equipment entitles a troop/police contributor to military pattern equipment reimbursement are to be dealt with during the MOU negotiation at United Nations Headquarters, with paramount importance accorded to operational requirements and the principle of "reasonableness" in resolving disagreements.

36. Specifications for police vehicles can be found in appendix 2 to this annex.

37. In the case of a dry lease where the United Nations is responsible to maintain the major equipment or arrange for the maintenance of major equipment by a third party, a review of maintenance and spare parts will be conducted to determine if the cost of maintenance exceeds the maintenance rate included in the generic "wet lease" rate. In such situations, an initial assessment is required to determine if the cost of overrun is attributable to environmental or operational conditions. If the cost overrun is not attributable to local conditions but rather to the condition of the equipment, a report shall be submitted to United Nations Headquarters explaining the situation, indicating which category of equipment is subject to maintenance overrun and by what amount. In such cases the United Nations may reduce the dry lease reimbursement rate to the troop/police contributor by the amount in excess of the estimated maintenance rate included in the generic wet lease.

38. The equipment authorized in the MOU must include all minor equipment, checklist items (jacks, driver's tools, spare tire, etc.) and consumables (less fuel) associated with the vehicle.

39. Under the conditions of a wet lease, when the total number of operationally serviceable (i.e., available for use) vehicles is less than 90 per cent of the quantity authorized in the MOU in a vehicle subcategory, the reimbursement will be reduced accordingly.

40. A vehicle will be considered operationally unserviceable if it is unavailable for normal mission use for a period of time in excess of 24 hours. A unit can hold limited operational stocks (up to 10 per cent of authorized quantity) designed as immediate replacement for vehicles lost or damaged beyond in-theatre repair capability.

41. Under the conditions of a dry lease, the vehicle will be provided in an operationally-serviceable condition, with all minor equipment and checklist items, for immediate use upon arrival in the mission area. The United Nations is required to maintain operational serviceability at a minimum rate of 90 per cent of the agreed quantity in a vehicle subcategory. A vehicle will be considered operationally

unserviceable if it is unavailable for normal mission usage for a period of time in excess of 24 hours. Serviceability below 90 per cent, due to the United Nations inability to maintain; might require downward adjustments to unit tasks/missions without a corresponding reduction to other reimbursements adversely affected by reduced activity rates. The United Nations is responsible for returning the vehicle to the troop/police contributor in the same level of operational serviceability, with all minor equipment and checklist items, as originally provided.

42. Weapons systems on all vehicles are to be serviced to ensure that the capability to perform the mission is maintained. On combat vehicles, operational serviceability is required for the main weapon and its associated fire control system. If either the weapon itself or the fire control system is inoperable, then the vehicle is considered not in service and not eligible for reimbursement. Crew-served weapon is any weapon operated by more than one designated soldier.

43. To be considered serviceable for the United Nations operations, all vehicles must be painted white with appropriate United Nations markings. Painting and repainting are covered in greater detail in chapter 4.

Canine unit, all types—special case

44. A canine unit is a security unit comprising a dog and a dog handler with unique skills and capabilities. Operations may require the use of more than one canine unit.

Force protection equipment

45. This equipment is meant to enhance UN units' force protection and allow them to confront the new techniques and procedures used against UN personnel and facilities. Current threats include the use of remote control improvised explosive devices (IED), infiltration and direct attack against UN facilities. Force protection equipment might include but not limited to portable or vehicle mounted electronic counter-measure (ECM) jammers, closed-circuit television (CCTV), motion detectors and various types of movement sensors.

Appendix 1**Factors in deciding whether a commercial pattern support vehicle should be paid as a military pattern equivalent**

<i>Serial</i>	<i>Key sign</i>	<i>List of changes</i>	<i>Note</i>
1	+	Fitted for military radio and antenna mounting plus radio system (VHF/HF)	1 and 2
2	▲	Winch ... kilogram with accessories	1 and 4
3	X	Country mobility (4 x 4, 6 x 6, 8 x 8, etc.)	1
4	■	Auxiliary ... Volt power outlet/adaptor	1 and 3
5	■	Additional ... Volt power outlets (minimum 2 pieces)	1
6	■	Spot light ... Volts	1
7	■	Roof mounted working lights (minimum 2 pieces)	1
8	●	Weapons storage clamps and/or ammunition box storage	1
9	●	Cargo tie down loops and cargo fastening equipment	1
10	●	Jerry can or equivalent mounts for extra fuel	1

Notes:

1. Serial 1 must be present always and then any 5 from the remaining list.
2. Magnetic antenna holding accepted.
3. Dependent upon which voltage the vehicle uses.
4. Winch capable of pulling the weight of the vehicle it is fixed to and its normal combat load.

Key:

- + Communication system — always
- ▲ Off-road capability
- Electrical changes
- Cargo and storage
- X Dependent upon operational requirement

Appendix 2

Police vehicles

Police armoured protected vehicle

1. A police armoured protected vehicle is an armoured vehicle with cross country capability, used to transport a police section of 8 to 12 people with full crowd control gear. It is a multi-purpose public order vehicle and provides protection against small arms. This vehicle is designed for both urban and rural operations and can be used in many roles including as a routine armoured patrol vehicle. There is no weapon system integrated with the vehicle;

Police crowd control vehicle

2. A police crowd control vehicle is a protected vehicle (minimum 4x4) designed for operations in urban and rural environments, with the capacity to transport a police section of 9 to 12 people with full crowd control gear. It must provide protection against non-explosive hand projectiles. One crowd control system (teargas launcher, for example) may be integrated within the vehicle. There is no weapon system integrated with the vehicle. A police crowd control vehicle should allow all responding personnel to travel in the same vehicle platform, for easy communication and delivery of orders, operational planning, preparation of equipment and disembarkation as a unit or team, among other things. For security and operational reasons, there must be more than one entry/exit for the personnel travelling on the platform. The vehicle's entry/exit openings shall be large enough to facilitate the embarking/disembarking of the security personnel in full riot control gear. Communications between the team leader, the driver and the crowd control operators/team members must be assured at all times by direct verbal or voice commands, rather than over the radio or the telephone. The vehicle must have the capability to deliver teargas munitions in a 360° arc of fire. All glazing, openings, front headlights, rear tail lights, emergency bar(s), light(s), public address system and siren(s) must be protected by steel meshing. The vehicle must be equipped also with the following basic tools for police public order operations:

- (i) Two (2) portable fire extinguishers (fire types ABC) of medium capacity;
- (ii) One (1) fire blanket;
- (iii) One (1) bolt-cutter;
- (iv) One (1) Halligan bar and door ram (for door breaching);
- (v) One (1) iron hook and chain or rope (for barricade removal and dragging or pulling).

Water cannon truck

3. A water cannon truck is a self-propelled water tanker with a minimum capacity of 2,500 litres that is equipped with a high-pressure water, jet pulse system cannon or cannons. These vehicles may be armoured or soft-skinned (depending on the mission's force requirements) in order to provide adequate protection for the entire operating crew. All glazing, openings, front headlights, rear tail lights, emergency bar(s), light(s), public address system and siren(s) must be protected by steel meshing. The truck can be upgraded for additional payload, such as scanners, video or image recording, front plough, foam or chemical dye marking, tear gas or smoke disperser and projectors or launchers. Water cannon trucks are normally used by security forces for public order management operations.

Appendix 3

Generators

1. The ISO 8528 standard includes four ratings for generators: continuous power, prime power (PRP), limited-time running (LTP) and emergency standby power (ESP). Troop/police contributors may choose to deploy generators that meet the ISO 8528 standard or under the existing (pre-2017) arrangements.

Site energy plans

2. Site energy plans will be developed for both existing and planned sites, based upon the energy assessments and forecasts. The core of the plans will be the design of an optimized diesel generation solution for the site, which may consist of an individual generator for the smallest of sites and a bank of two or more generators for other sites. Renewable energy solutions will be integrated into the plans where appropriate. Appropriate backup generation capacity will be included in the design to allow for scheduled and un-scheduled outages of the main (prime power) generator units. A core principle of the energy plan will be appropriate sizing of the generator or generators to match the variable demand and avoid low load operation (ISO 8528-2-5.3).

3. For contingents deploying generators meeting the ISO 8528 standard, site energy assessments will be conducted to ensure compliance with site energy plans. Contingents will enable site access and safeguard the supplied monitoring equipment in order to receive reimbursement at the PRP, LTP and ESP rates. The assessment will be a report provided in draft for review by the contingent commander.

Generator role classification

4. Generators deployed under the new categories of generators must meet ISO 8528 standards. The performance class will be minimum of Class G3 as defined in ISO 8528 which is the standard of electrical power stability and quality required to safely operate and protect moderately sensitive electrical equipment. In addition, generators will have a power rating as either PRP, LTP or ESP depending on their actual operational role. Additional generators will be considered excess requirement. Different technical standards and reimbursement rates will apply to the different classifications.

5. Prime power generators individually or collectively provide the whole or majority of the electricity required by the isolated or mini-grid load. Prime power is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year under the agreed operating conditions with maintenance intervals and procedures carried out as prescribed by the manufacturer. Prime generators can operate either individually, servicing 100% of an isolated load, or as part of a prime generator bank, where several synchronised generators act as a virtual single generator in a load following mode.

6. Limited-time running power generators provide a backup role for prime power generators, for both planned and unplanned outages. The common planned outages are

for routine minor maintenance and in some cases fuel supply. LTP is defined as the maximum power available, under the agreed operating conditions, for which the generating set is capable of delivering up to 500 hours of operation per year with maintenance intervals and procedures carried out as prescribed by the manufacturers.

7. Emergency standby power generators provide a similar backup role for prime power generators. ESP is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with maintenance intervals and procedures carried out as prescribed by the manufacturers.

8. Renewable energy increases the self-sustainment capacity of camps by reducing the need of fuel supply and related convoys, especially in areas with asymmetric attacks. Deployment of more renewable energy power generation capacity is positive for the personnel's safety, security and health, as well as reducing missions' environmental impact globally through reduction of greenhouse gas emissions, and in country through air and ground pollution prevention.

Generator sizing

9. Required generator sizes will be determined in the site energy plan. Individual and banks of PRP generators must be sized to operate within the load band of 60 – 110%, based on a KVA to kW power factor of 0.8. The annual average load should not exceed 85% of the rated power.

Prime power generator availability and back up capacity

10. PRP generators in base camps and medical facilities must have the capacity to run at least 8,200 hours per year and to operate on a 24/7 basis. They must have the equivalent of 100% backup capacity of functional generators onsite and ready for connection in either the LTP or ESP role.

Generator lifecycle and reimbursement

11. Generators cannot operate in the PRP generator role beyond their stated useful service life, which shall be assumed to be a maximum of 20,000 hours unless contradicted by the manufacturer's manual. For the purposes of calculation of reimbursement, the useful service life of generators in the PRP role is set as 6 years in the 2017 reimbursement rates.

12. Beyond 6 years of age and less than 12 years, PRP generators may be retained, but must be downgraded to a lower power rating (either LTP or ESP) and be part of an agreed site energy plan. Downgraded generators within agreed energy plan will be reimbursed at the rate for their new role. Downgraded generators not within an agreed energy plan and not used will be declared excess requirement.

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Generator maintenance and reimbursement

13. PRP generators will undergo regular routine maintenance and scheduled major overhauls as per the manufacturer manual. A unit will retain full maintenance records for verification. Where PRP generators have not undergone a major overhaul within either the stated period from the manufacturers manual, 10,000 hours for units up to 200kW or 15,000 hours for units over 200kW, whichever is lower, the generators shall be downgraded for reimbursement to LTP generator status.

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

1. Self-sustainment is defined as logistics support for units in a peacekeeping mission area whereby the troop/police contributor provides some or all categories of logistics support to the contingent on a reimbursable basis. A unit may be self-sufficient for various categories, depending on the ability of the United Nations to provide the necessary support and the unit's own capabilities. The modular concept of self-sustainment is based on the principle that troop/police contributors cannot be partially self-sustaining in any given category. The required self-sustainment categories and any supplementary arrangements will be indicated in the respective MOU.

Purpose

2. There are verifiable standards by which the self-sustainment categories are provided and subsequently reimbursed. The following standards, and associated definitions, are designed to apply to the categories of self-sustainment listed in annex B to chapter 8. The standards, stated in terms of operational capabilities, are designed to be generic in nature leaving the details and the means of delivery of the capabilities to be discussed between the United Nations and the troop/police contributors.

Principles

3. The overarching principle regarding self-sustainment is for all troop/police contributors and units to adhere to the commitments made in their respective MOUs to provide the agreed operational capability. Discussions between the United Nations and the troop/police contributor deploying a unit will result in an agreement on the self-sustainment capabilities to be provided. As a starting point for negotiation, the United Nations will identify and request from troop/police contributors those self-sustainment capabilities it cannot provide. The right of troop/police contributors to provide any or some categories of self-sustainment will be taken into consideration during the negotiation of the MOU. However, the United Nations has a responsibility to ensure that any self-sustainment services provided by a troop/police contributor meets the minimum operational capabilities; are compatible with other troop/police contributors where interface is required; and that the cost to the United Nations is similar to what it would have cost the United Nations to arrange centrally for the provision of these self-sustainment services. Unless specifically required by the standards for a self-sustainment category, as detailed in the present annex, the provision of specific types, numbers or capabilities of equipment needed to meet the standards for a self-sustainment category, for reimbursement purposes, is to be based on meeting the operational requirement agreed between the United Nations and the troop- or police-contributing country and reflected in the MOU.

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4. When determining which party is to be responsible for the provision of the self-sustainment category, the cultural requirements of troop-and police-contributing countries will be taken into consideration and a general principle of reasonability shall apply.
5. Only those services specifically agreed upon in the MOU to be provided by troop/police contributors will be reimbursable, at the rates listed in annex B to chapter 8, using the actual troop strength up to the personnel ceiling agreed upon in the MOU. The inspection team will refer to the respective MOU to determine the categories of self-sustainment to be provided by each unit.
6. To be eligible for reimbursement for any self-sustainment category or subcategory, a unit must provide all minor equipment, maintenance and consumables associated with that specific category or subcategory. Categories are subdivided to ensure flexibility and to reimburse troop/police contributors only for the minor equipment and consumables provided. Should a unit obtain self-sustainment services from another unit, reimbursement will be made to the troop/police contributor providing the services unless other bilateral arrangements have been made. When the United Nations provides that service or part thereof, the troop/police contributor does not receive reimbursement for the applicable category or subcategory. A troop/police contributor may choose to procure some minor equipment and consumables from another troop/police contributor on a bilateral basis, or from a civilian contractor, in which case the troop/police contributor remains eligible for reimbursement as long as it meets the operational capability and standards for the categories of self-sustainment.
7. Troop/police contributors are to take note that, in order not to disrupt the operational effectiveness of a mission, it may require significant lead-time for the United Nations to arrange for procurement and support for some self-sustainment categories. Therefore, it is of paramount importance that the United Nations be informed as soon as it becomes known to the troop/police contributors that a troop/police contributor will not be able or does not wish to continue providing one or some of the self-sustainment capabilities negotiated in the MOU. In these cases, the United Nations and the troop/police contributor will have to agree to an amendment to the MOU in order for the United Nations to take responsibility for the provision of self-sustainment categories that cannot be sustained by troop/police contributors.
8. Troop/police contributors are responsible for transportation related to resupply of contingents for consumables and minor equipment necessary for the provision of self-sustainment.
9. In the case of a unit being required (if mutually agreed upon) to change location of any base camp (unit or sub-unit level) due to an operational or logistics/ administrative requirement, the troop/police contributor may submit a claim to the United Nations for reimbursement of the extra and reasonable costs to reinstall the self-sustainment services under its responsibility.

Standards

10. The inspection team is responsible for verifying the categories or subcategories of self-sustainment agreed to in the MOU to assess if the standard of operational requirement approved by the General Assembly is being fulfilled. In the same way, the United Nations

must give an account of the services provided by the United Nations as stipulated in the MOU.

Catering

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

- (a) Provide kitchen facilities and equipment, including supplies, consumables, dishes and cutlery for the camps they are responsible for as detailed in the MOU;
- (b) Provide deep freeze (14 days where required), cold (7 days) and dry food storage for kitchen facilities;
- (c) Provide kitchen facilities with hot dishwashing capabilities;
- (d) Ensure that kitchen facilities have hygienic equipment that maintains a clean and healthy environment.

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

12. The unit is responsible for maintaining and servicing its kitchen facilities, including all catering equipment, repair parts 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.

13. Food, water and petrol, oil and lubricants are not included in the reimbursement rates as the United Nations normally provides them. When the United Nations is unable to provide those items or for initial provisioning, reimbursement will be made by the United Nations upon presentation of a detailed claim, subject to a review of the reasonableness of the claim in terms of the types and quantities of commodities provided in comparison with United Nations provisioning scales in the mission area. The claim will be reviewed at United Nations Headquarters and should include the details of the provisioning requested as per the Guidelines to troop-contributing countries or other specific documented request from the United Nations as well as any other supporting substantiation.

Communications

14. Telephone is the preferred means of communications for the unit; 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 unit 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/police contributor. The standards for each of the communications subcategories are defined below, in order of usage preference. To receive the communications self-sustainment reimbursement rate, a unit must meet the following criteria:

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(a) **Telephone.** The unit will utilize the telephone as its primary means of internal communications within the main base camp. The unit 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 into 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., two-wire trunk or better). This would then allow the unit the ability to access the local telephone 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 unit at other locations that are served by authorized contingent-provided telephone services. To receive the self-sustainment reimbursement rate, the unit will:

(i) Provide, install, operate and maintain a switchboard and telephone network that is capable of maintaining telephonic communications within the main base camp;

(ii) 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);

(iii) 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 unit 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 unit 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 unit. To receive the self-sustainment reimbursement rate, the unit will:

(i) Maintain one command-and-control net down to the sub-unit (section/ squad) level;

(ii) Maintain one administrative net;

(iii) Maintain one dismounted patrol and security net or other primary non-vehicle mounted net;

(iv) 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 unit 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 optional 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 unit operating within the areas of operations beyond the range of

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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 unit will:

- (i) Communicate with sub-units and sub-elements of the unit 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;
- (ii) Provide a command-and-control net using non-vehicular mounted HF communications equipment;
- (iii) Provide a sufficient stock of spare parts and consumables to support operations and the repair or replacement of malfunctioning equipment.

Office

15. To receive the office self-sustainment reimbursement rate, the unit must provide:
- (a) Office furniture, equipment and supplies for all unit headquarters staff;
 - (b) Office supplies and services to personnel within the contingent;
 - (c) Electronic data processing and reproduction capability, including necessary software, to run all internal headquarters correspondence and administration, including necessary databases.
16. The unit is responsible for maintaining and servicing its offices, including all equipment, repair parts and supplies.
17. The rate is to be applied against the total unit population.
18. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

Electrical

19. To receive the electrical self-sustainment reimbursement rate the unit must provide decentralized electrical power from generators. The decentralized power must:
- (a) Ensure stable power supply to small sub-units such as observation posts and small troop camps for company, platoon or section level;
 - (b) Provide redundant emergency backup when the main power supply, provided through larger generators, is interrupted;
 - (c) Provide all necessary electrical harnesses, wiring, circuitry and lighting sets.
20. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.
21. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

22. The use of renewable energy electrical generation equipment to provide electrical self-sustainment in lieu of all or part of fuel powered generators is encouraged and will be treated as a special case.

Minor engineering

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

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

The minor engineering reimbursement rate does not include garbage and sewage collection. Garbage collection from a centralized location per unit is a United Nations responsibility.

24. Appendix 3 to the present annex provides examples of tasks and responsibilities in minor engineering and major engineering in various circumstances. Repair and maintenance of United Nations-owned equipment is the responsibility of the United Nations. Any variations or contingencies not covered in the guidance document would be dealt with on a case-by-case basis by the United Nations and the contributing countries, with the reasonability clause being applied in such cases.

Explosive ordnance disposal

25. To receive the EOD self-sustainment reimbursement rate the unit must have the capability for EOD to secure the unit's accommodation area as well as:

- (a) Locate and evaluate unexploded ordnance;
- (b) Dismantle or destroy isolated ordnance that is considered a threat to the contingent's safety;
- (c) Provide all related minor equipment, personal protective clothing, and consumables.

Ammunition used for disposing of unexploded EOD under self-sustainment is included in consumables and is not reimbursable separately.

26. EOD self-sustainment is only reimbursable when the United Nations has established an operational requirement and specifically requested that service be provided. The requirement for this support will not exist in all missions and should be determined on a case-by-case basis.

27. Demining and EOD equipment should perform in compliance with International Mine Action Standards (IMAS).

28. When a troop/police contributor providing force-level engineering support is tasked to provide EOD sustainment support to another troop/police contributor's accommodation areas, the unit performing the EOD support will receive EOD sustainment reimbursement for the population supported by the unit.

29. Disposal of significant quantities of ordnance, for example large-scale demolitions resulting from surrendered ammunition and minefields, will be handled by engineering units provided by the United Nations.

30. The requirement for EOD self-sustainment should be reviewed 18 months after forces are deployed. If the review determines there is no longer a requirement for EOD self-sustainment, the troop/police contributor will continue to be reimbursed during the six-month period after the official communication to the unit is made. After this period, the self-sustainment EOD capability will be repatriated at United Nations cost. During this six-month period, the troop/police-contributor can negotiate an amendment to the MOU.

Laundry

31. To receive the laundry self-sustainment reimbursement rate the unit must:

(a) Provide laundry services for all military/police and personal clothing services, including dry-cleaning of operationally required specialist clothing (if any);

(b) Ensure all laundry facilities have hygienic equipment that allows a clean and healthy environment to be maintained;

(c) Provide all related equipment, maintenance and supplies.

When a unit is geographically dispersed and the United Nations is able to provide laundry to only a portion of the unit, the troop/police contributor will receive the laundry self-sustainment rate for those personnel not serviced by the United Nations.

Cleaning

32. To receive the cleaning self-sustainment reimbursement rate the unit must:

(a) Provide cleaning of facilities for all personnel of the unit;

(b) Ensure all facilities have hygienic equipment that allows a clean and healthy environment to be maintained, i.e., cleaning of accommodation and office areas;

(c) Provide all related equipment, maintenance and supplies.

When a unit is geographically dispersed and the United Nations is able to provide cleaning services to only a portion of the unit, the troop/police contributor will receive the cleaning self-sustainment rate for those personnel not serviced by the United Nations.

Tentage

33. To receive the tentage self-sustainment reimbursement rate the unit must have the ability to:

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- (a) House personnel in tented accommodations. Tentage includes flooring and the ability to heat and cool, as appropriate;
- (b) Provide ablutions capability under tentage, in which case the ablution facilities will be reimbursed under major equipment;
- (c) Provide temporary offices/workspace in tentage.

These requirements should be read in conjunction with the Guidelines to troop-contributing countries.

34. The provision of accommodation by a unit shall be decided during the initial deployment discussions and planning for each individual unit. On a mission start-up, most units will be expected to deploy with tentage to accommodate their troops for at least six months. Dependent on operational or administrative requirements, either the United Nations or a troop/police contributor may initiate discussions for the contributing country to provide a specific unit with long-term accommodation. This may occur either on initial deployment or during the unit's deployment. The long term accommodation provided by the contributing country will meet the minimum standards listed at Chapter 3, annex A, paragraph 20.

35. In general terms, for units initially deployed and accommodated in self-provided tentage, the United Nations shall aim to provide accommodation meeting standard United Nations field mission accommodation standards listed at Chapter 3 annex A paragraph 20 within six months after deployment. The style of accommodation provided by the United Nations will be decided based on mission operational needs (including mission time frames), deployment mobility needs, sustainability requirements, mission administrative capabilities, local infrastructure capacity, and logistics demands. The type of accommodation decided upon would range from high quality tensioned membrane facilities to prefabricated buildings to normally constructed facilities.

36. The United Nations can provide this capability as a complete self-contained function subject to the agreed overarching principles for the provision of self-sustainment categories. When the United Nations notifies a troop/police contributor prior to a unit deploying that this capability is not required, the troop/police contributor will not receive reimbursement for this category. Units will initially receive tentage reimbursement for up to six months if not accommodated by the United Nations. If the United Nations confirms that the capability is required, the deploying unit will continue to decide if it is to provide its own tentage capability, and be reimbursed accordingly. If a unit is accommodated in standard United Nations field mission accommodation but is required to retain a tentage capability for part of the unit to satisfy a mobility requirement, the quantity of tentage agreed upon may be reimbursed as major equipment following negotiations between the troop/police contributor and the United Nations.

37. When the United Nations is unable to provide standard United Nations field mission accommodation for a unit after six months in tents, the troop/police contributor 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 in Chapter 3, annex A, paragraph 20. The Secretariat may request a temporary waiver of the application of this dual payment principle for these short-duration missions where the

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provision of standard United Nations field mission accommodation is demonstrably and clearly impractical and not cost-effective.

38. An environmental enhancement supplement of additional 5 per cent of the reimbursement to troop/police contributor will be added if the provided tentage is shown to have additional measures included which are designed to improve the heating and cooling effectiveness and efficiency of the facility, as per the standards defined in Chapter 3, annex A, paragraphs 20 and 30.

Accommodation

39. To receive the accommodation self-sustainment reimbursement rate the troop/ police contributor must:

(a) Purchase or construct facilities to accommodate the unit's personnel. These facilities shall comply at a minimum with the requirements of standard United Nations field mission accommodation as defined in Chapter 3 annex A paragraph 20. The rate is based on a standard of nine square metres per person; Where ablutions are provided or are being reimbursed separately, the rate is based on a scale of accommodation of eight square metres per person;

(b) Provide furniture for eating facilities where necessary;

(c) Provide offices/workspaces in facilities as defined in Chapter 3 annex A paragraph 20. as applicable;;

(d) The scale of ablutions provided is to be in accordance with the scales adopted by the United Nations for the deployment of officers and troops in missions. The ablutions should complement the type of accommodation facility being employed and meet the requirements of long term facilities as defined in Chapter 3 annex A, paragraph 20, have cold/hot running water for the showers and basins as per the water scale defined by the mission or by the United Nations, have adequate plumbing fixtures and fittings to maintain standards of hygiene and have an appropriate and environmentally-friendly drainage system meeting field mission wastewater standards. The abluion facilities provided are to account for adequate gender separation for personnel if required.

(e) To ensure proper crew rest and safe conduct of flights, either the United Nations or the troop-contributing country (as agreed) should make every effort to provide aircrews of aviation units with the following accommodations: pilots (as stipulated in the letter of assist) to be accommodated in standard single rooms; aircrew (air gunner/engineer/masters, etc.) to be accommodated in two-person rooms.

These requirements should be read in conjunction with the Guidelines to troop-contributing countries.

40. When the United Nations provides accommodation to an equivalent standard, the troop/police contributor does not receive reimbursement for this category.

41. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the

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facilities reimbursed as major equipment or on a bilateral special-case arrangement between the troop/police contributor and the United Nations.

42. An environmental enhancement supplement of an additional 5 per cent of the agreed reimbursement to troop/police contributors will be added if the provided accommodation, including warehouses and equipment storage, is shown to have additional measures included which are designed to improve the heating and cooling effectiveness and efficiency of the facility, as per the standards defined in Chapter 3, annex A, paragraphs 20 and 23.

43. When the United Nations is unable to provide accommodation to an equivalent standard and the unit rents a suitable structure, the troop/police contributor will be reimbursed the actual rental cost on a bilateral special case arrangement between the troop/police contributor and the United Nations.

Basic firefighting capability

44. To receive the basic firefighting self-sustainment rate, the unit must:

- (a) Provide sufficient basic firefighting equipment, i.e., buckets, beaters and fire extinguishers, in accordance with the International Fire Code, as amended;
- (b) Provide all necessary minor equipment and consumables.

Fire detection and alarm capability

45. To receive the fire detection and alarm self-sustainment rate the unit must:

- (a) Provide sufficient fire detection and alarm capability equipment, i.e., smoke detectors and fire alarm systems, in accordance with the International Fire Code, as amended;
- (b) Provide all necessary minor equipment and consumables.

Observation

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

- (a) **General observation:** Provide handheld binoculars for general observation use;
- (b) **Night observation:**
 - (i) Provide the capability for passive or active infrared, thermal, or image intensification night-time line of sight visual observation;
 - (ii) Be capable of detecting, identifying and categorizing persons or items within a range of 1,000 metres or more;
 - (iii) Be able to conduct night-time patrols and intercept missions.

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The United Nations can provide the night observation capability as a complete self-contained function subject to the agreed overarching principles stated above.

(c) **Positioning:** Be able 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 rangefinders.

The reimbursement for the observation category is based on meeting the operational requirements.

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

Identification

48. To receive the identification self-sustainment rate the unit must be able to:

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

When the United Nations provides this service to equivalent standards, the unit does not receive reimbursement for this category.

Nuclear, biological and chemical protection

49. To receive the nuclear, biological and chemical (NBC) protection self-sustainment rate the unit must be able to operate fully protected in any NBC threat environment. This includes the ability to:

- (a) Detect and identify NBC agents with appropriate detection equipment at the unit level;
- (b) Conduct initial decontamination operations for all personnel and personal equipment in a NBC threat environment;
- (c) Provide all personnel with the necessary NBC protection clothing and equipment (e.g., protective mask, coveralls, gloves, personal decontamination kits, injectors);
- (d) Provide all related equipment, maintenance, and supplies. NBC protection will only be reimbursed when requested by the United Nations.

Field defence stores

50. To receive the field defence stores self-sustainment reimbursement rate the unit must:

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- (a) Secure own base camps with adequate field defence facilities (e.g., barbed-wire fences, sandbags and other field defence obstacles);
- (b) Establish early warning and detection systems to protect contingent premises;
- (c) Prepare self-defence fortification works (e.g., small shelters, trenches and observation posts) not tasked to specialized engineering contingents;
- (d) Provide all related equipment, maintenance and supplies.

51. The United Nations can provide this capability as a complete self-contained function subject to the agreed overarching principles stated above. A guide to the stores required for providing a suitable level of field defence for a contingent of 850 personnel can be found in appendix 1 to the present annex.

Miscellaneous general stores

52. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores, a unit 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:** bed, mattress, nightstand, table light and locker for each person, or other appropriate furniture to provide an adequate living space;
- (c) **Welfare.** Appropriate levels of equipment and amenities across the spectrum of welfare to include entertainment, fitness, sports, games and communications must be provided in quantities appropriate to the number of personnel at their respective locations in the mission area. Verification as to whether appropriate standards have been provided will be based on the agreed troop/police contributors' welfare arrangements between the troop/police contributors and the United Nations, and detailed in the MOU, annex C, appendix 2;
- (d) **Internet access.** appropriate levels of equipment and bandwidth in the peacekeeping mission:
 - (i) Verification as to whether appropriate quantities of equipment have been provided will be based on Internet requirements agreed between the troop/police contributors and the Secretariat, and as detailed in the MOU, annex C, appendix 2;
 - (ii) The Internet is to be established by the troop/police contributors and not linked to existing United Nations communications systems;
 - (iii) A guide to the standard required for providing Internet access can be found in appendix 2 to the present annex.

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Unique equipment

53. 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/police contributor and the United Nations.

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

1. Only medical equipment provided as per United Nations standards and authorized in the MOU will be reimbursed. Units must have sufficient medical equipment as stipulated in the United Nations standards for level 1, level 2 and level 3 medical services in order to provide the respective outpatient and inpatient care, basic and advanced diagnostic services, basic and advanced lifesaving, basic and advanced surgical capacities and capabilities, sufficient resupply capabilities, as well as casualty evacuation/medical evacuation capabilities and capacities in the mission area as per the MOU. Requested medical equipment must be provided and maintained in a fully operational condition, maintaining an aseptic and sterile environment as per the World Health Organization (WHO) requirements in order to ensure uninterrupted medical support and an adequate standard for medical services, including evacuation capabilities.

2. In implementing the following principles and standards, the following definitions are used:

(a) **Medical equipment.** Accountable major equipment (see footnotes to the appendices to this annex) for the provision of medical support in United Nations medical facilities;

(b) **Drugs.** Drugs produced according to World Health Organization (WHO) standards and consumed in the provision of medical support in United Nations medical facilities;

(c) **Medical supplies.** Expendable supplies and minor equipment consumed in the provision of medical support in United Nations medical facilities;

(d) **Medical self-sustainment.** The supply and resupply of drugs and medical supplies for the provision of medical support in United Nations medical facilities;

(e) **High-risk mission.** A mission with a high incidence of endemic infectious diseases for which no vaccinations exist. All other missions are considered "normal-risk mission". This definition is for use in determining eligibility for reimbursement of the self-sustainment rate for "high-risk areas (epidemiological)";

(f) For the purpose of establishing eligibility for medical care through United Nations mission medical facilities, the following personnel are considered part of a United Nations mission:

- (i) United Nations formed military and formed police units;
- (ii) United Nations military and United Nations police personnel not members of formed units and other government-provided personnel;
- (iii) United Nations international civilian staff;
- (iv) United Nations Volunteers;
- (v) Locally employed United Nations staff, where applicable.

3. All medical facilities are considered “force assets” and thus are available to all members of a United Nations mission... Medical facilities may be United Nations-owned, contingent-owned or commercially contracted.
4. Level 1 and level 2 medical facilities can be augmented with modules to enhance their capabilities, at which point they are referred to as level 1+ and level 2+ facilities, respectively. The requirements and standards for modules are presented in appendices 5 through 11 of the present annex.
5. The costing of each medical facility or module, and therefore the related reimbursement rates, is based on the generic fair market value (GFMV) of each piece of medical equipment required by the module.. The lists of equipment per module include all medical equipment required for the separate levels.. Non-medical equipment required to meet the medical standards (e.g. generators above 20 kVA, ambulances, water treatment plants and sanitation equipment) are listed separately for the purpose of reimbursement. The revised medical equipment requirements for each medical facility and module are shown in the appendices to this chapter.
6. Medical modules deployed independently will be reimbursed as separate entities under major equipment.
7. In preparing the verification reports for medical facilities, the quality, capacity and capability, as defined in the standards, are the overriding considerations. Therefore, an expert medical opinion concerning the operational impact of any shortfall, discrepancy or corrective action or substitution undertaken will be required before deduction may be made to the reimbursement.

Performance standards

8. When troop/police contributors are deployed on United Nations peacekeeping operations and they provide standard United Nations field mission accommodation for level 2 and/or 3 medical facilities, these items are reimbursed separately as major equipment. See chapter 8, annex A, Accommodation equipment, Camp unit (medium and large for levels 2 and 3 medical facilities, respectively). Ablution units will be reimbursed separately as major equipment.
9. Medical support and security are essential at all times; therefore, a troop/police contributor cannot be partially self-sustaining in the medical self-sustainment subcategories. Level 1 medical care is a troop/police contributor responsibility; however, each level 1 facility is to provide medical support and care to all United Nations personnel permanently or temporarily in their area of responsibility. As a matter of principle, this occasional level 1 care should be provided in an emergency with no fee. However, a troop/police contributor may choose to seek reimbursement for services rendered, and therefore there is a requirement to document and register emergency services provided. All United Nations medical facilities are responsible for emergency medical services for all United Nations personnel in their area of responsibility. Except in emergencies, specialists and level 2 and 3 facilities can request a referral from a level 1 facility before accepting a patient.
10. Medical support facilities are often called upon by the mission headquarters to provide care to United Nations and other authorized personnel for whom they are not receiving reimbursement under self-sustainment. In these circumstances, the medical facility is entitled to seek reimbursement for the associated costs by applying a fee-for-service for the medical care provided. The agreed procedures and fee-for-service rates

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are listed in appendix 13 to the present annex.. Care provided to non-eligible personnel (e.g., local civilian population) by a troop/police contributor is not reimbursable by the United Nations.

11. A troop/police contributor that cannot provide all medical capabilities according to the standards listed in this annex must advise the Secretariat during the negotiation of the MOU and in all cases prior to deployment.

12. A contingent commander must inform the mission immediately if a troop/ police contributor, while deployed, finds that it cannot adequately supply medical equipment, drugs or consumables under self-sustainment. If the troop/police contributor cannot find another contributor to offer resupply on a bilateral basis, the United Nations must take over the resupply of drugs, consumables and medical supplies permanently. The responsibility to provide medical personnel and medical services remains with the troop/police contributor. Medical self-sustainment will not be reimbursed from the day the troop/police contributor cannot provide full self-sustainment resupply.

13. To ensure that all personnel receive the medical care that they are entitled to and to ensure that there is an effective and equitable system for reimbursement for medical self-sustainment, all uniformed personnel, police and military, shall be assigned to medical facilities being responsible for their medical care. The assignment can be as part of a unit (for formed units) or on an individual basis (United Nations police, military observers and Headquarters staff). Each individual shall be assigned to a level 1 and/or a level 2 and/or a level 3 facility, where applicable.

14. It is the responsibility of the Chief Medical Officer/Force Medical Officer to ensure that all personnel are informed upon entry into the mission as to the medical facilities responsible for their care, and to ensure that all medical facilities are notified as to who is assigned to the facility. The same information/notification must be given whenever individuals and units move from the area of responsibility of one facility to that of another.

15. All United Nations civilian staff shall be assigned to medical facilities in the same manner as uniformed personnel; however, this will not create eligibility for reimbursement under self-sustainment, unless this is explicitly stated in the MOU. Alternatively fee-for-service might apply.

16. All United Nations level 2 and 3 medical facilities must be equipped and staffed to receive and treat all United Nations personnel regardless of gender, religion or culture, preserving the dignity and individuality of all patients.

17. The reimbursement for self-sustainment medical services, including medical related minor equipment, tools, supplies and consumables, will be made at the rate of self-sustainment for the level of service provided and be calculated on the actual personnel strength of the units/contingents for which a medical facility is responsible up to the level agreed in the MOU.

18. If a troop/police-contributing country provides medical services to United Nations standards, which includes services of more than one level, these levels shall be accumulated accordingly. However, when a level 3 medical facility covers an area where there is no medical facility providing level 2 medical services, the level 2 and level 3 self-sustainment rates are not accumulated. The level 2 and 3 combined self-sustainment rate is to be used and the calculation of the reimbursement is to be based on the actual troop strength of those contingents assigned to the level 3 medical facility for level 2 and 3 medical care.

19. To be eligible for reimbursement for the medical self-sustainment rate, the medical facility must provide medical self-sustainment, including all related staff, equipment, drugs and supplies (to include “epidemiological high-risk-areas” requirements), for basic, level 1, level 2, level 3, storage for blood and blood products, and high-risk areas as agreed in the MOU. The level of equipment must meet United Nations standards as specified in this annex and the Medical Support Manual for a medical facility and indicated in the MOU. Drugs and consumables must meet WHO standards.

20. A summary of the United Nations standards for each level of medical service of self-sustainment rates is shown below. Detailed information regarding equipment requirements for medical support are contained in the appendices to chapter 3, annex C. Additional information on the immunization policy, malaria prophylaxis, vector control, HIV/AIDS and sexually transmitted diseases are included in appendix 12 to annexes A and B to the present chapter. Information on levels of medical support in the field are spelled out in chapter 4 of the Medical Support Manual, and the minimum professional qualifications for medical personnel are spelled out in chapter 8 of the Medical Support Manual.

(a) **Basic level (first aid):** Comprises the basic immediate first aid provided to a casualty by the nearest person on-site, at the point of injury. The United Nations requirement for basic first aid is provided in appendix 1 to this annex.

(b) **Level 1 medical facility:** the first level of medical care that provides primary health care and immediate lifesaving and resuscitation services. Normally included within basic level 1 capabilities are: routine sick call and the management of minor sick and injured personnel for immediate return to duty; casualty collection from the point of injury/wounding and limited triage; stabilization of casualties; preparation of casualties for evacuation to the next level of medical capability or the appropriate level of medical facility depending on the type and gravity of the injuries; limited inpatient services; and advice on disease prevention, medical risk assessment and force protection within the area of responsibility. A level 1 medical facility is the first level of medical care where a doctor/physician is available. The United Nations requirement for level 1 medical facilities is provided in appendix 2 to this annex.

(c) **Level 2 medical facility:** Level 2 is the next level of medical care and the first level where basic surgical expertise is available and life support services and hospital and ancillary services are provided within the mission area. A level 2 medical facility provides all level 1 capabilities and, in addition, includes capabilities for emergency surgery, damage control surgery, post-operative services and high-dependency care, intensive care resuscitation and inpatient services as well as basic imaging, laboratory, pharmaceutical, preventive medicine and dental services. Patient record maintenance and tracking of evacuated patients are also minimum capabilities required for a level 2 medical facility. The United Nations requirement for level 2 medical facilities is provided in appendix 3 to this annex.

(d) **Level 3 medical facility:** The third and highest level of medical care deployed within a mission area. At this level, all capabilities of a level 1 and 2 medical facility are provided as are capabilities for multidisciplinary surgical services, specialist services and specialist diagnostic services, increased high-dependency care capacity, extended intensive care services and specialist outpatient services. The United Nations requirement for level 3 medical facilities is presented in appendix 4 to this annex.

(e) **Blood and blood products:** Blood and blood products will be provided by the United Nations according to United Nations standards, including transport, testing, handling and administration, unless the level 2 or 3 medical facility troop/police-contributor believe it necessary to negotiate the issue. In such instances, this will be negotiated on a case-by-case basis and reflected in annex C to the MOU. The United Nations will provide climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products. Qualified personnel in medical facilities will administer blood and blood products according to the compatibility of blood groups and rhesus factors, using approved hygiene to prevent contamination, and will perform blood testing and grouping. Further details on blood and blood products can be found in chapter 12 of the Medical Support Manual.

(f) **High-risk areas (epidemiological):** To be eligible for high-risk area (epidemiological) self-sustainment, troop/police contributors must provide medical supplies, chemoprophylaxis and preventive health measures in areas with a high incidence of endemic infectious disease, for which there is no vaccine. The minimum standards for high-risk areas (epidemiological) can vary according to the region in which United Nations personnel are deployed and are based on the risk posed to United Nations personnel. The self-sustainment reimbursement covers the provision and sustainment of prophylactic pharmaceuticals (anti-malarial) at a minimum. The prophylactic treatment of malaria is a national responsibility, as stipulated in appendix 13 to the present annex;

(g) **Dental-only facility:** Dental-only facilities must be able to provide dental care to maintain the dental health of unit personnel, provide basic or emergency dental procedures, maintain a sterilization capability, conduct minor prophylactic procedures and provide oral hygiene education to mission personnel.

21. The administration of vaccinations, as recommended by the United Nations, is a national responsibility. The United Nations will provide necessary information on what kind of vaccination and preventive measures will be given to all United Nations personnel prior to deployment. If any United Nations personnel deploy without proper vaccinations and prophylaxes, the United Nations will provide necessary booster shots and prophylaxes. In this case, the United Nations will deduct any expenses for initial vaccinations, which are covered by reimbursement provided to troop/police contributors for contingent personnel.

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Annex G**Statement of Unit Requirements**

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UN RESTRICTED**UNMISS
Force Requirement****Level II Hospital
(Strength 63 personnel)**

The attached document herein, with its notes, Annex A and B constitutes the force requirement for the UNMISS Level II Hospital. If discrepancy or disagreement on interpretation of the document arises among concerned parties, the interpretation solely by the Military Planning Service (MPS), Office of Military Affairs (OMA), Department of Peacekeeping Operations (DPKO) is deemed valid, and any other interpretation is preempted.

Approved

**David Barr
Colonel
Chief, Military Planning Service
13 July, 2011**

**Enclosure: UNMISS Force Requirement Level II Hospital
Annex A: Major Equipment Table
Annex B: Level II Hospital Structure**

UN RESTRICTED**UNMISS Force Requirement
13 July 2011****Level II Hospital**

The authorized troop strength for this unit is up to sixty-three (63) personnel.

These Force Requirements enumerate the capabilities that are required for optimizing the unit's efficiency in the conduct of operations as mandated for the Mission. The Military-Strategic Concepts of Operations (CONOPS) and any future adjustments to the CONOPS may place additional and more specific requirements on the unit. It should be noted that the Memorandums of Understanding (MOUs) and Letter of Assist (LOA) will be negotiated based on the capabilities outlined in this document. The Troop Contributing Countries (TCCs) will comply with the CONOPS, Force Requirements, Rules of Engagement (ROE) and Department of Peacekeeping Operations (DPKO)/Department of Field Support (DFS) Policy on Authority Command and Control in the United Nations Peacekeeping Operations. The provisions in such MOUs or TCCs guidelines shall by no means supersede the capabilities sought in this document.

References

- A. Standard Operation Procedure, Inter-Mission Cooperation, Reinforcement for Field Missions, dated 26 February 2007.
- B. Department of Peacekeeping Operations/Department of Field Support Policy on Authority, Command and Control in the United Nations Peacekeeping Operations, dated 15 February 2008.
- C. Generic Guidelines for Troop Contributing Countries Deploying Military Units to the United Nations Peacekeeping Missions, March 2008.
- D. Manual on Policies and Procedures Concerning the Reimbursement and Control of Contingent-Owned Equipment of Troop/Police Contributors Participating in Peacekeeping Missions (COE Manual), dated 29 January 2009.
- E. UN Security Council Resolution 1996, dated 8 July 2011.
- F. UN Security Council Resolution 1997, dated 11 July 2011.
- G. Military Strategic Concept of Operations for UNMISS, dated July 2011.
- H. Rules of Engagement for the Military Component of UNMISS, dated June 2011.

1. Situation

- a. Following the referendum, tensions in South Sudan have risen. In particular, conflicts between Sudanese People Liberation Army (SPLA) and a number of insurgents and militia are posing a significant threat to civilians in Jonglei, Upper Nile and Unity States. In order to fulfill its mandate of assisting to provide a safe and secure environment to enable other components to carry out their functions, Security Council has authorized unanimously by resolution 1996 to deploy a

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military component of up to 7,000 troops with adequate capacity to meet the current security challenges on the ground.

- b. Actual strength, composition, availability of military contingents and deployment locations are subject to the Troop Contributing Country (TCC) negotiations with the United Nations (UN) Department of Peacekeeping Operation (DPKO). Initial deployment locations may be temporarily adjusted or realigned for the longer term, by the Force Commander (FC), in consultation with the Under-Secretary General (USG) of the DPKO, Special Representative of the Secretary General (SRSG) and Contingent Commanders to address particular emerging or prevailing operational needs.

2. General Concept.**2.1. Force Concept**

The strategic end state for the UN system support to peace consolidation has been identified as: *the Government of South Sudan (GoSS) is able to exercise effective control over its territory without recourse to widespread repression and armed violence, and legitimate authority over its people on the basis of the expressed consent of the governed as constituted through basic institutions of democratic and accountable governance.* The UNMISS military component will deploy its forces in a dynamic manner in its Area of Responsibility (AOR) comprising the ten (10) States of South Sudan conduct robust mobile operations and integrated patrols to provide early warning, and maintain visible UN presence in areas of potential conflict. The combined civilian/military presence at the state and priority county levels, with military capacities for force protection (FP) as well as protection of civilians (POC) and humanitarian access, supported by a mobile rapid response capacity. These activities will, within its areas of deployment and capability, contribute to the provision of the safe and secure environment to enable other components to carry out their functions.

2.2 Deployment Concept

The UNMISS military component will conduct operations by deploying the following elements in its AOR:

- a. **Static Elements:** The AOR is sub-divided into five (5) Battalion-size Sectors nested to the FHQ. Team Sites (TSs) and County Support Bases (CSBs) are established to provide force protection and to serve as firm bases for mobile operations. Flexibility will be achieved by deploying Company Operating Bases (COBs) and Temporary Operating Bases (TOBs), for protracted periods of time, in areas of potential threat. CSBs, that no longer have a significant operational role, may be relocated to areas of new or potential threat, in consultation with the Mission leadership.

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- b. **Mobile Elements:** Patrols of mobile elements include Military Advisors and military contingents, which operate from CSBs to carry out the mandated tasks of liaison, monitoring and verification. Integrated Patrols will be conducted in specific areas, to ensure extended UN presence, provide early warning and deterrence to potential spoilers.
- c. **Reserves:** The UNMISS Military Component will maintain the following reserves to react to planned contingencies and unforeseen incidents in an acceptable timeframe:
- (i) **The Force Reserve:** Comprised of one (1) Infantry Battalion group;
 - (ii) **Tactical Quick Reaction Forces (QRF):** Each Composite Infantry Battalion and Juba Infantry Battalion is to maintain one (1) Infantry Company size QRF.
 - (iii) **The Force Reserve and QRF must maintain at least one (1) Liaison Officer (LNO) from the Medium Utility Helicopter Unit in order to ensure the coordinated contingency operations.**

2.3 Employment Concept of LEVEL II Hospital

Level II hospital will be deployed in three locations in order to provide second line health care, emergency resuscitation and stabilization, limb and lifesaving surgical interventions, basic dental care and casualty evacuation to the next level of medical care (level III in Nairobi, Entebbe) to all United Nations personnel regardless of whether they are military, civilian, UN Police and locally engaged staff in the mission.

3. Requirements**3.1 Organization and Capabilities**

Level II Hospital will be organized as below and having capability as stated below:

a. Organization

1	Commanding Officer (Major to Lieutenant Colonel)	33	Admin Clerk
2	General Surgeon (Major)	34	MO AMET No. 1 (Captain to Major)
3	Internist (Captain to Major)	35	MO AMET No. 2 (Captain to Major)
4	Orthopedic Surgeon (Captain to Major)	36	Medical Store Man
5	Head Nurse (Captain to Major)	37	Medical Record Officer No. 1 (Captain to Major)

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6	Anesthesiologist (Captain to Major)	38	Medical Record Officer No. 2 (Captain to Major)
7	Nurse Anesthetic (Captain to Major)	39	CSM
8	Critical Care Nurse No.1	40	CQMS
9	Critical Care Nurse No. 2	41	Hygiene Officer (Captain to Major)
10	Radiographer (Captain to Major)	42	Admin Officer (Captain to Major)
11	X-Ray Technician	43	Hygiene Assistant
12	Pre-op Nurse (Captain to Major)	44	Lab Technician
13	Nurse No. 1	45	Lab Technologist No. 1
14	Nurse No. 2	46	Lab Technologist No. 2
15	Nurse No. 3	47	Sanitary Duty Man
16	Nurse No. 4	48	Vehicle Mechanic
17	Nurse No. 5	49	Driver Mechanic
18	Nurse No. 6	50	Ambulance Driver No. 1
19	Nurse No. 7	51	Ambulance Driver No. 2
20	Nurse No. 8	52	Fridge & AC Mechanic
21	Nurse No. 9	53	Radio Operator
22	Nurse No. 10	54	Radio Technician
23	Nurse No. 11	55	Electromed Technician
24	Nurse No. 12	56	Electrician
25	Ward I/C (Nurse)	57	Plant Mechanic
26	SMO/MPH	58	Cook No. 1
27	Physician (Captain to Major)	59	Cook No. 2
28	Dentist (Captain to Major)	60	Nurses AMET No. 1
29	Dental Technician	61	Nurses AMET No. 2
30	Dental Assistant	62	Nurses AMET No. 3
31	Pharmacist	63	Nurses AMET No. 4
32	Dispensary Technician		Intentionally left blank

c. **Capability: Level II Hospital must have the following capability:**

- (i) The facility must be able to treat up to 40 ambulatory out-patients per day.
- (ii) Be able to stabilize and evacuate a casualty for evacuation to the next level of medical care.
- (iii) This facility must have the capacity to perform 3-4 surgical operations per day with anesthesia.
- (iv) To be able to hospitalize up to 20 patients for up to 7 days each for monitoring and treatment.

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- (v) Perform up to 10 basic radiological (x-ray) examinations per day.
- (vi) Treat up to 10 dental cases per day. These include pain relief, extraction, fillings and infection control.
- (vii) Perform essential diagnostic laboratory tests, up to 20 tests per day.
- (viii) Be able to form 2x Forward Medical Teams (1x doctor and 2x nurses/paramedics in each team) in order to provide medical on site at the point of injury.
- (ix) Have adequate medical supplies and consumables in order to be self-sufficient for up to 60 days.
- (x) Provide a temporary mortuary as necessary.

4. Tasks

- a. Provide primary health care, catering to all common illnesses and infectious diseases, to all UN personnel operating in Juba, Bentiu and Wau.
- b. Perform limb and life saving surgery such as laparotomy, appendectomy, thoracocentesis, wound exploration and debridement, fracture fixations and amputations.
- c. Perform emergency resuscitation procedures such as maintenance of airway, breathing and circulation and advanced life support, intensive care (2xbeds), haemorrhage control, treatment of shock and other life and limb saving emergency procedures.
- d. Administer vaccination and other disease prophylaxis measures as required in the mission area.
- e. Provide incendiary capability for disposal of medical/contaminated waste products.

4.1 Special Requirements.

- a. Unit should deploy with self-defence weapons.
- b. The unit should have the capability to receive helicopter MEDEVAC at short notice.
- c. One (1) Aero Medical Evacuation Teams (AMET) for CASEVAC will be located at each Sector and will be co-located with the Level II
- d. The unit should deploy a refrigerated container for use as a mortuary.

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- e. The unit should deploy incinerators to dispose of contaminated medical waste.
- f. The unit should provide integral maintenance support for unit-owned vehicles and equipment.
- g. The unit should maintain a 180 days repair parts stock levels for all types of vehicles on charge to the unit.
- h. The company must only deploy diesel vehicles and equipment as diesel will be the only type of fuel available in the mission.
- i. The mission language is English. All personnel in the Level II hospital should be able to communicate in English. Doctors and Chief Nurses must be able to Communicate in written and spoken English.
- j. UN DPKO encourages TCCs to deploy about 10% female staff.

4.2 Major Equipment

- a. The purpose of the COE tables in this annex is to guide the preparations for TCC reconnaissance to the mission area and draft MOU for specific contributions.
- b. Particular attention needs to be given to the notes on water treatment units regarding capacity, specification, skilled operators and provision of chemicals.
- c. All containers, including for general storage, refrigeration, ammunition, medical, workshops, etc, are to be no larger than the standard ISO 20 ft container.

Note 1: All minor equipment, spare parts and consumables are supplied by the TCC under wet lease arrangements.

Note 2: Actual strength, composition and deployment locations are subject to TCC negotiations with DPKO and the availability of military contingents.

4.3 Additional Tasks

- a. Depending on the operational priorities, the Level II hospital may be required to deploy an advanced medical capability prior to the deployment of the remainder of the unit. It is essential that this advanced facility is able to function as a complete medical entity in terms of personnel and equipment. The following is considered to be the minimum capability for an advanced medical facility.

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- (i) A surgical capability comprising a Surgical Team (with an operating room technician), an Anaesthetic Team, Sterilizing Team, nurses as well as other supporting elements such as catering and laundry facilities.
- (ii) In accordance with Chapter 3 of Reference G, the following capabilities need to be provided:

Pharmacy
Radiography Room
Laboratory
Surgery/anaesthesia/emergency resuscitation/recovery
Operating Theatres
Sterilization Room
Intensive Care Ward

- b. The advanced medical facility must be fully self-sufficient and self-sustaining until arrival of the remainder of the unit. Minor engineering support might be provided by UN contracted engineers and /or the advanced elements of the engineer unit.
- c. Further details and COE-requirements for the advanced element will be discussed during MOU-discussions. Provision of a separate load list for the advance element is essential to ensure early deployment by air.

5. Administration and Logistics.**a. Equipment.**

- (i) Each military member of the Level II hospital must have an individual weapon (AK 47/ M16 Type AR).
- (ii) The Level II hospital must provide maintenance support to contingent owned vehicles and equipment.
- (iii) The Level II hospital must have a refrigerated container for use as a temporary mortuary.
- (iv) The Level II hospital must have an incinerator in order to dispose of contaminated waste products.
- (v) It is desirable for the Level II hospital to have at least one female medical officer and appropriate female nurses as members of the unit.

b. Major Equipment.

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A proposed major equipment list is given in Annex A.

c. Self-Sustainment (SS)

The basis of the support concept is that all military contingents will be fully self-sustained in all categories of support services. Contingents must therefore carefully consider logistics requirements and deploy adequate equipment to meet all their support needs. Specific requirements and performance standards for all the self-sustainment categories are described in detail in the Contingent-owned Equipment (COE) manual which contingents must strictly observe. The logistical sustainability and equipment adequacy of each contingent will be checked and certified by a UN team prior to a contingent's deployment to the mission area.

d. Self-Sufficiency

All the COE should be on wet lease with 90 days of consumables deployed at the time of initial deployment. The hospital will deploy with 30 days of rations including 14 days of water and 15 days MREs. The hospital should be self-sustained in all categories of the self-sustainment as per the COE manual. United Nations will provide fuel on arrival and provide 7 days of bottled water and a raw water source where the contingent will be required to set up the water purification plant within 7 days of their arrival.

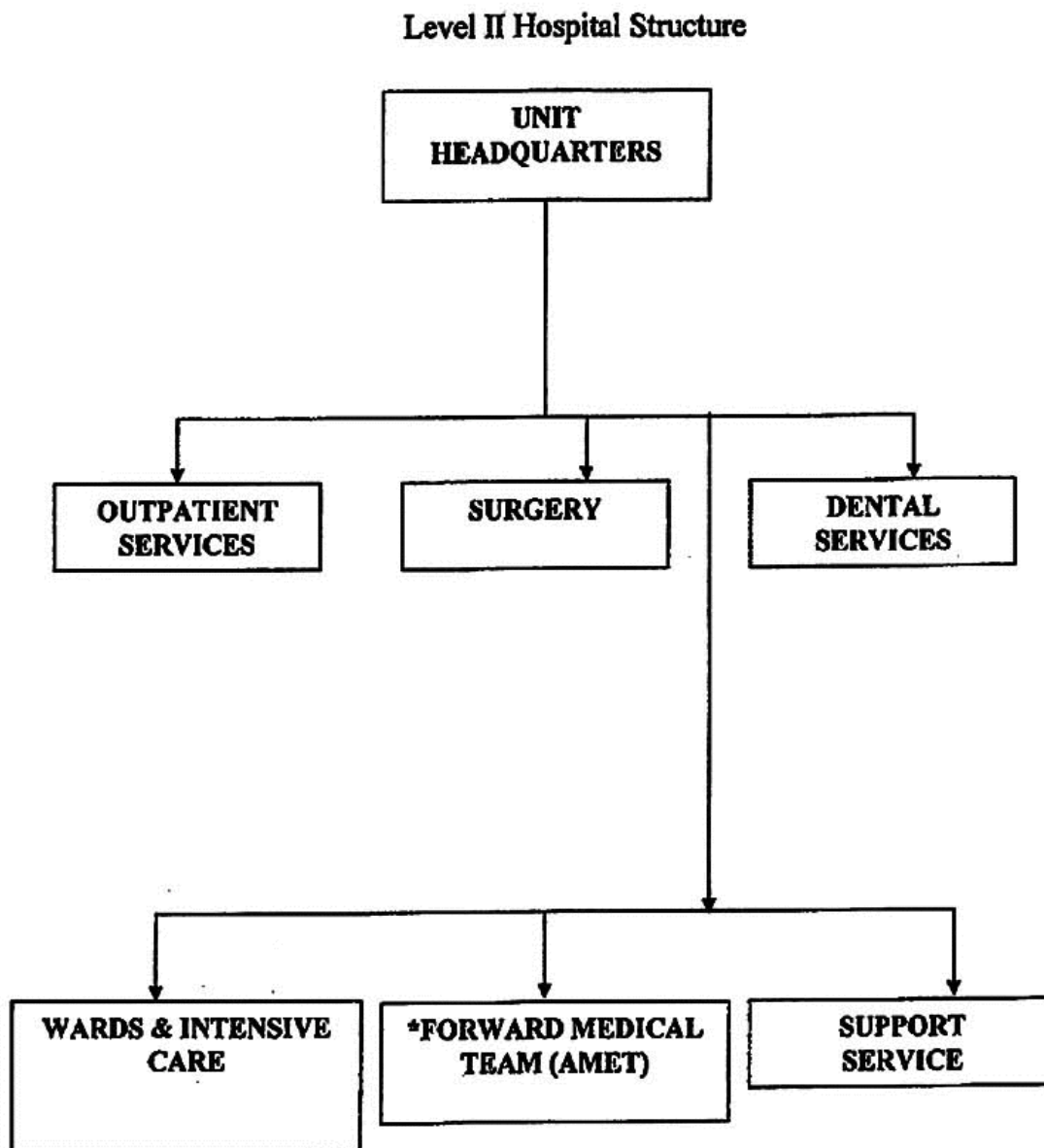
6. Command and Control

The FC reports to the SRSG and exercises UN Operational Control (OPCON) over all military personnel, including UNMO, in the Mission. The FC maintains a technical reporting and communications link with DPKO Military Adviser in UN Headquarters. The FC is to establish and maintain a military operational chain of command for all military personnel in the Mission and may delegate authority to act on his or her behalf through the chain of command. The FC will ensure that the military operational chain of command is maintained and that military reporting responsibility to the SRSG continues in the event of the FC's absence from the Mission or during any short-term incapacitation. Specific arrangements for temporary placement of uniformed units or sub-units of one uniformed component during crises or critical incidents are described in the policy in reference F.



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Annex A to UNMISS Force Requirement Level II Hospital

Indicative Organization Chart



*Organized as required. 1 Doctor and 2 paramedics to be sourced from the current unit staff

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Annex B to UNMISS Force Requirement Level II Hospital

Major Equipment Table

Item	Number Required	Remarks
Personnel		
Strength ceiling	63	
Containers		
Refrigeration/Freezer/Food storage	1	To be used as a morgue
Other containers	7	
Medical and Dental		
Level 2 Hospital	1	
Aero medical evacuation module	2	
Intensive care ward	1	2 x Intensive care beds
	2	1x set Resuscitation/monitoring equipment
Basic orthopedic instrument set	1	
Orthopedic traction kit	2	
Mobile C-arm fluoroscope	1	
Short wave diathermy unit	1	
Support Vehicles (Commercial)		
Truck, water (10000 liters and over)	1	All with pumps
Support Vehicles (Military Pattern)		
Ambulance	2	Fully equipped, (needs be equipped with air conditioning)
Jeep 4x4 w/ military radio	2	
Truck utility/cargo (1.5 to 2.4 tons)	1	
Truck utility/cargo (2.5 to 5 tons)	2	With bows, canopies and seating, one complete per vehicle
Trailers		
Medium cargo multi axle	1	
Water trailer (2,000 to 7,000 litres)	1	With pump
Fuel trailer (2,000 to 7,000 litres)	1	All with pumps and flow meters.

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Annex B to UNMISS Force Requirement Level II Hospital

Engineering Equipment		
Item	Number Required	Remarks
Water treatment plant, up to 2,000 lph, storage up to 5,000 litres(reverse osmosis water purification unit (ROWPU) or equivalent),	1	All water treatment plant should be company-scale plant and should be no less than 1,000 litres per hour. Smaller plant cannot be considered operational. All plant should be capable of providing drinking water to WHO standards in safe drinking water. TCC need to select water treatment plants that meet specifications set by the Mission for the treatment process of raw water conditions at designated locations. The minimum requirement in every location for the treatment process is sedimentation, filtration and disinfection. Where the raw water is salty (that is, TDS > 1,000) water treatment plants should include a reverse osmosis process. Where specifications are not met, the equipment cannot be used or considered to be available. Contingents should include skilled operators for the plant. TCC should provide all water treatment chemicals. The inspection and testing of water treatment plants should be specifically included in all pre-deployment visits and arrival inspections. Should be reverse osmosis plant capable of producing ultra pure water.(3Day Storage)
Electrical – Generators – Stationary and Mobile		
Generator 51-75 kVA	2	TCC need to select generator sizes to match specific loads. TCC need to select generator sizes to match specific loads. Generators are to be used in pairs of same size to provide 100% back up and include synchronizing control equipment for parallel running.(Switch Gear and Transmission Boxes)
Logistic Equipment		
Static water tank, up to 10,000 litres	5	All static water tanks are to be made only with food accepted materials. TCC need to select sufficient static water tanks for seven days storage of treated water at 84.5 liters per person per day. Bladders are acceptable replacement. The total requirement of storage (including patients support) is 59,150 liters and 44,363 liters respectively.
Unique Equipment for this type of Unit		
HF Radio Base Station	1	
Ice Machine	1	Large

Annex H**Definitions**

1. **Accepted United Nations readiness standards:** Standards that specify that every unit/formation, ship, weapon system or equipment must be capable of performing the missions or functions for which it is organized or designed to enable the mission's mandate to be achieved.
2. **Consumables:** Supplies of a general nature consumed on a routine basis. Consumables include combat supplies, general and technical stores; defence stores; ammunition/explosives; and other basic commodities in support of major equipment as well as in support of minor equipment and personnel.
3. **Contingent:** All formed units, personnel and equipment of a troop/police contributor deployed to the mission area.
4. **Contingent-owned equipment (COE):** Major equipment, minor equipment and consumables deployed and operated by a contingent in the performance of peacekeeping operations.
5. **Donated equipment:** Third party contingent-owned equipment offered to a troop or police-contributing country for exclusive use by that troop- or police-contributing country in a particular United Nations mission which will revert to the original owner upon mission termination or earlier departure by the troop- or police-contributing country. For such equipment, the troop- or police-contributing country will be reimbursed the maintenance rate, including the relevant factors provided that the third party certifies to the United Nations that it will not provide maintenance services.
6. **Environmental conditions factor:** Mission factor applicable to the reimbursement rates for major equipment and for self-sustainment to take into account the increased costs borne by the troop/police contributor for extreme, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop/police contributor. The factor is not to exceed 5 per cent of the rates.
7. **Explosive ordnance disposal (EOD):** The process of detection, identification, onsite evaluation, rendering safe, recovery and final disposal of unexploded ammunition. It is conducted on behalf of the mission by a specialist unit as a force asset. Force EOD operations may conduct activities in all or part of the mission area. It may also include ammunition that has become hazardous by damage or deterioration. in the context of self-sustainment means EOD conducted by a unit within its accommodation/camp area.
8. **Force Commander:** The officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.
9. **Force asset:** A unit that provides services such as communications, medical or engineering—which normally would only be reimbursed under self-sustainment—on a force level. Such units may be entitled to reimbursement for major equipment used to provide such services. 10.
10. **Force majeure:** Acts of God, war, insurrection or other acts of a similar nature or force.
11. **Forced abandonment:** Actions resulting from a decision approved by the Force Commander/Police Commissioner 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.

12. Generic fair market value (GFMV): Equipment valuation for reimbursement purposes,, 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.

13. Government: The Government of the troop/police contributor.

14. Head of Mission: The official appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

15. Hostile action: A 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/police contributor.

16. Hostile action/forced abandonment factor: The mission 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/police contributor for loss and damage. The factor is not to exceed 6 per cent of the rates.

17. Incremental transportation factor: The factor, calculated separately for each contingent in each mission, 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 the 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.

18. Initial provisioning: A logistics support arrangement whereby the troop/police contributor provides rations, water and petrol, and oil and lubricants to a unit on a reimbursable basis. Reimbursement will be made to troop/police contributors upon submission of a claim supported by invoices and/or other appropriate supporting documentation. Normally, initial provisioning for contingents/units is required only for the initial deployment of a unit, and for a limited period (30-60 days), until the United Nations is able to provide these consumables. The requirement for initial provision of water, rations and fuel will be specified in troop/police contributor guidelines, and the United Nations provisioning scales for the commodities required will be provided to troop/police contributors before deployment.

19. Intensified operational condition factor: The mission factor applicable to the reimbursement rates for major equipment and for self-sustainment rates to compensate the troop/police 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 factor is not to exceed 5 per cent of the rates.

20. Lease of major equipment:

(a) **Dry lease:** Reimbursement system whereby the troop/police contributor provides equipment to the mission and the United Nations assumes responsibility for maintaining the equipment.

(b) **Wet lease:** Reimbursement system whereby the troop/police contributor provides and assumes responsibility for maintaining and supporting deployed major items of equipment, together with the associated minor equipment. The troop/police contributor is entitled to reimbursement for providing this support.

21. Loss or damage: Total or partial elimination of equipment and/or supplies resulting from a no-fault incident, the actions of one or more belligerents or a decision approved by the Force Commander/Police Commissioner.

22. Maintenance rate: 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 cost of labour for first- and second-line maintenance is not included, as these are part of the normal tasks of military and police personnel responsible for maintaining equipment. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the "wet lease" rate.

23. Major equipment: Major items directly related to the unit mission as mutually determined by the United Nations and the troop/police 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.

24. Minor equipment: Equipment in support of a unit, 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. Personnel-related minor equipment are covered by the rates of reimbursement for self-sustainment.

25. Misconduct: Any act or omission that is a violation of United Nations standards of conduct, mission-specific rules and regulations or the obligations towards national and local laws and regulations in accordance with the status-of-forces agreement where the impact is outside the national contingent.

26. Mission-specific rules and regulations: Mindful of national caveats, the standard operating procedures, directives and other regulations, orders and instructions issued by the Head of Mission, Force Commander, Police Commissioner or Director/Chief of Mission Support of the United Nations peacekeeping mission in accordance with the United Nations standards of conduct; they shall contain information on applicable national and local laws and regulations.

27. No-fault incident: 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.

28. Operational ammunition: Ammunition (including aircraft self-defence systems such as chaff or infrared flares) that the United Nations and troop/police contributors agree to deploy to the mission area so that it is readily available for use in the event of need. Ammunition expended for operational training/exercise beyond accepted United Nations readiness standards on the authority of and at the specific direction of the Force Commander or Police Commissioner, in anticipation of an operational requirement, will be considered operational ammunition.

29. Police Commissioner: The officer, appointed under the authority of the Secretary-General, responsible for all police operations within the mission.

30. Predeployment visits: Visits by Department of Peacekeeping Operations, Department of Field Support and field mission teams comprising representatives from appropriate functional areas (e.g. the Force Generation Service, Police Division, Field Budget and Finance Division and Logistics Support Division) to Member States. They are undertaken to assist Member States in preparing their contingents for deployment and to ensure that Member State contributions meet the operational requirements of the mission and deployment timings.

31. Preliminary fact-finding inquiry: The preservation of evidence necessary to ensure that a national or United Nations investigation can be successfully carried out at a later stage. While the inquiry may involve the collection of written statements, it will not normally include the interviewing of witnesses or other persons involved.

32. Self-sustainment: A logistics support concept for a unit in a peacekeeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.

33. Serious misconduct: Misconduct, including criminal acts, that results in, or is likely to result in, serious loss, damage or injury to an individual or to a mission. Sexual exploitation and abuse constitute serious misconduct.

34. Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

35. Special case equipment: Major equipment for which, because of the uniqueness of the item, its high value or the lack of a generic group, a standard rate of reimbursement has not been defined in the tables of reimbursement.

36. Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, power differential or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

37. Unique equipment: A special minor equipment or consumables not covered in the regular self-sustainment categories. These items will be handled on a bilateral special case arrangement between the troop/police contributor and the United Nations.

Annex I

Guidelines (aide-mémoire) to troop-contributing countries

This is an integral and binding part of the MOU, however it is distributed in advance to TCCs and not attached to the MOU.

Annex J

We are United Nations peacekeeping personnel

The United Nations Organization embodies the aspirations of all the people of the world for peace.

In this context, the Charter of the United Nations requires that all personnel must maintain the highest standards of integrity and conduct.

We will comply with the Guidelines on International Humanitarian Law for Forces Undertaking United Nations Peacekeeping Operations and the applicable portions of the Universal Declaration of Human Rights as the fundamental basis of our standards.

We, as peacekeeping personnel, represent the United Nations and are present in the country to help it recover from the trauma of a conflict. As a result, we must consciously be prepared to accept special constraints in our public and private lives in order to do the work and pursue the ideals of the United Nations Organization.

We will be accorded certain privileges and immunities arranged through agreements negotiated between the United Nations and the host country solely for the purpose of discharging our peacekeeping duties. Expectations of the international community and the local population will be high, and our actions, behaviour and speech will be closely monitored.

We will always:

- **Conduct ourselves in a professional and disciplined manner, at all times**
- **Dedicate ourselves to achieving the goals of the United Nations**
- **Understand the mandate and mission and comply with their provisions**
- **Respect the environment of the host country and endeavour to comply with United Nations environmental and waste management policies and procedures**
- **Endeavour never to litter or improperly dispose of any material or equipment**
- **Respect local laws, customs and practices and be aware of and respect culture, religion, traditions and gender issues**
- **Treat the inhabitants of the host country with respect, courtesy and consideration**
- **Act with impartiality, integrity and tact**
- **Support and aid the infirm, sick and weak**
- **Obey our United Nations superiors/supervisors and respect the chain of command**
- **Respect all other peacekeeping members of the mission regardless of status, rank, ethnic or national origin, race, gender or creed**
- **Support and encourage proper conduct among our fellow peacekeeping personnel**
- **Report all acts involving sexual exploitation and abuse**

- **Maintain proper dress and personal deportment at all times**
- **Properly account for all money and property assigned to us as members of the mission**
- **Care for all United Nations equipment placed in our charge.**

We will never:

- **Bring discredit upon the United Nations or our nations through improper personal conduct, failure to perform our duties or abuse of our positions as peacekeeping personnel**
- **Take any action that might jeopardize the mission**
- **Abuse alcohol, use or traffic in drugs**
- **Make unauthorized communications to external agencies, including unauthorized press statements**
- **Improperly disclose or use information gained through our employment**
- **Use unnecessary violence or threaten anyone in custody**
- **Commit any act that could result in physical, sexual or psychological harm or suffering to members of the local population, especially women and children**
- **Commit any act involving sexual exploitation and abuse, sexual activity with children under 18, or exchange of money, employment, goods or services for sex**
- **Become involved in sexual liaisons that could affect our impartiality or the well-being of others**
- **Be abusive or uncivil to any member of the public**
- **Wilfully damage or misuse any United Nations property or equipment**
- **Use a vehicle improperly or without authorization**
- **Collect unauthorized souvenirs**
- **Participate in any illegal activities, corrupt or improper practices**
- **Attempt to use our positions for personal advantage, to make false claims or accept benefits to which we are not entitled or**
- **Litter or improperly dispose of any materials or equipment.**

We realize that the consequences of failure to act within these guidelines may:

- **Erode confidence and trust in the United Nations**
- **Jeopardize the achievement of the mission**
- **Jeopardize our status and security as peacekeeping personnel and**
- **Result in administrative, disciplinary or criminal action.**

DFS/UNMISS/VIE/01

Annex K**Environmental Policy for United Nations field missions**

This is an integral and binding part of the MOU, however it is distributed in advance to PCCs and not attached to the MOU.

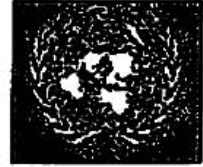
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DFS/UNMISS/RWA/03

Annex K

United Nations
Department of Peacekeeping Operations
Department of Field Support
Ref. 2009.6



Policy

Environmental Policy for UN Field Missions

Approved by: Alain Le Roy, USG DPKO
Effective date: 01 June 2009
Contact: Engineering Section, SSS / LSD / DFS
Review date: 30 June 2010

09824571

DPKO/DFS POLICY ON Environment for UN Field Missions

Contents:	A. B. C. D.	Purpose Scope Rationale Policy D.1 Environmental Policy and Objectives D.2 Mission Framework D.3 Responsibilities D.4 Basic Components of the Environmental Policy and objectives of a Mission D.5 Monitoring of Environmental Actions D.6 Resources D.7 Standards of Conduct for Personnel D.8 System-Wide Measures E. References F. Monitoring and Compliance G. Contact H. History
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A. PURPOSE

1. The purpose of this document is to provide policy for the Department of Peacekeeping Operations (DPKO), the Department of Field Support (DFS) and field missions on environmental matters and its implementation in field missions. The policy requires that each field mission establish its environmental policy and objectives and control measures which are to be implemented through all phases of the mission. Their implementation is the responsibility of the Head of Mission. All personnel shall conduct themselves in accordance with this document as well as with the DPKO/DFS Environmental guidelines and any associated objectives, instructions, operating procedures issued.

B. SCOPE

2. This policy deals with environmental issues in field missions. It places responsibilities on senior DPKO and DFS staff members (see Section D.3) in headquarters and within each mission. More specific information on various environmental aspects likely to be encountered in field missions is provided in the DPKO/DFS Environmental Guidelines for UN Field Missions. All DPKO and DFS staff should be aware of this policy.

This Policy supersedes any earlier directives or guidance on the subject issued by DPKO and DFS including Section 3.7 of the Operational Support Manual (Provisional) and Chapter VIII of the Engineering Support Manual (Draft).

C. RATIONALE

3. This policy was developed to fulfil a need for minimum standards for missions on environmental issues. The policy and its associated guidelines were developed through cooperation between the United Nations Environment Programme (UNEP) and DPKO.
 4. In the past, environmental issues were handled on an ad-hoc basis by individual missions relying upon their own assessments of any problems and, often, the voluntary actions of mission personnel. The issuance of this policy and the associated guidelines for field missions is required to practise internationally acceptable standards.
-

D. POLICY**D.1 ENVIRONMENTAL POLICY OBJECTIVES**

5. Each United Nations field mission will take actions to integrate environmental measures into its planning and operations in order to avoid and minimize the impact of activities carried out by the mission and its staff on the environment and to protect human health from such environmental impact.
6. Such measures will be undertaken throughout all phases of a United Nations field mission, including:
 - 6.1. Initial planning of the mission;
 - 6.2. Setting up of logistic arrangements for the mission;
 - 6.3. Maintenance and operations of the mission;
 - 6.4. Closing of the mission.

D.2 MISSION FRAMEWORK**National Laws and Regulations**

7. Environmental issues at the mission will normally be subject to national laws and regulations governing the environment in general or those governing specific subjects such as health, nature and natural resources, wild life conservation, forestry, freshwater, coastal area management or toxic and hazardous substances.
8. Under the Model Status of Forces Agreement (SOFA) Article IV Paragraph 6, the SOFA contains a provision that the "United Nations peacekeeping operation and its members shall respect all local laws and regulations. The Special Representative / Commander shall take all appropriate measures to ensure the observance of those obligations".

Obligations of the Host Country under International Environmental Treaties

9. Where there is the lack of relevant national laws and regulations governing relevant environmental issues, the international obligations under international environmental treaties to which the host country is a party will provide the standards of conduct with which the mission will need to comply.

Environmental Treaties, Norms and Standards Agreed at the United Nations and United Nations Conferences

10. International environmental treaties, environmental norms and standards agreed at the United Nations or at intergovernmental conferences organized by the United Nations will provide practical information for the mission to establish minimum standards to achieve its environmental objectives.
11. Agenda 21, adopted by the 1992 United Nations Conference on Environment and Development, the Convention on International Trade in Endangered Species of Wild Fauna and Flora (entered into force in July 1975) and the Johannesburg Plan of Implementation, adopted by the 2002 World Summit on Sustainable Development are examples of the instruments setting out intergovernmentally agreed environmental norms and standards. References listed in Section E should be the minimum standards that the mission considers while establishing its environmental objectives and procedures.

Secretary-General's Bulletin on the Observance by United Nations Forces of International Humanitarian Law (ST/SGB/1999/13)

12. The Secretary-General's Bulletin on the Observance by United Nations Forces of International Humanitarian Law sets out fundamental principles and rules of international humanitarian law which are applicable to United Nations Forces conducting operations under United Nations command and control. In the context of environmental protection, the following sections apply:
- 12.1. Section 6.3 states that the United Nations force is prohibited from employing means of warfare which are intended, or which may be expected to cause, widespread, long-term and severe damage to the natural environment;
- 12.2. Section 6.6 states that the United Nations force is prohibited from attacking monuments of art, architecture or history, archaeological sites, works of art, places of worship and museums and libraries which constitute the cultural or spiritual heritage of peoples. It further states that, in its area of operations, the United Nations force shall not use such cultural property or their immediate surroundings for purposes which might expose them to destruction or damage. Section 6.6 concludes by stating that theft, pillage, misappropriation and any act of vandalism directed against cultural property is strictly prohibited.
- 12.3. Section 6.7 states that the United Nations force is prohibited from attacking, destroying, removing or rendering useless, objects indispensable to the survival of the civilian population, such as food stuff, livestock, and drinking water installations and supplies.

D.3 RESPONSIBILITIES**Under-Secretary-General for Peacekeeping Operations
Under-Secretary-General for Field Support**

13. The Under-Secretary-General for Peacekeeping Operations and the Under-Secretary-General for Field Support will take measures to ensure that all field missions integrate environmental considerations into their respective operations to achieve the environmental objectives of field missions, and to endeavour to secure resources required for this purpose.

Head of Mission

14. **Environmental Policy and Objectives:** The Special Representative of the Secretary-General or an official acting as the Head of a United Nations field mission will promulgate the environmental policy and objectives of the field mission, noting the basic components presented in Section D.4 below and the information provided in the Environmental Guidelines.
15. The Head of Mission will delegate his/her authority to the Director of Mission Support / Chief of Mission Support to establish instructions and operating procedures to implement the mission's environmental objectives.
16. The Head of Mission is to contact other United Nations agencies, funds and programmes operating in the mission area and encourage them to implement their environmental policy or to adopt the mission's environmental policy, guidelines and objectives.
17. **Annual Mission Environmental Statement:** At the start of each year, the Head of Mission is to issue to all mission personnel a signed statement advising/reminding them of the mission's environmental policy and objectives and highlighting any particular environmental goal planned to be achieved during that year.

Director of Mission Support / Chief of Mission Support

18. Subject to the authority delegated to him/her in writing by the Head of Mission, the Director of Mission Support / Chief of Mission Support of the mission is responsible for the mission's compliance with the Environmental Policy and will institute instructions and operating procedures and take other necessary measures to ensure that the mission will comply with the environmental policy and objectives of the mission.
19. The Director of Mission Support / Chief of Mission Support of the mission is to appoint an Environmental Officer in the mission. The Director of Mission Support / Chief of Mission Support may direct that specific substantive sections of the mission also appoint an environmental focal point to work with the Environmental Officer.

Force Commander

20. The Force Commander of the mission, after consultation and in coordination with the Director of Mission Support / Chief of Mission Support, will institute instructions and operating procedures and take other necessary measures to ensure that the military component will comply with the environmental policy and objectives of the mission.

Such instructions and operating procedures will be issued after the concurrence of the Director of Mission Support / Chief of Mission Support.

Head of the Police Component

21. The Head of the Police Component of the mission, after consultation and in coordination with the Director of Mission Support / Chief of Mission Support, will institute instructions and operating procedures and take other necessary measures to ensure that the police component will comply with the policy and environmental objectives of the mission. Such instructions and operating procedures will be issued after the concurrence of the Director of Mission Support / Chief of Mission Support.

Environmental Officer

22. The Environmental Officer, subject to the authority delegated to him/her by the Director of Mission Support / Chief of Mission Support, will be responsible for coordinating and managing actions on environmental issues in the mission.
23. The Environmental Officer will establish the mission's Environmental Management System by undertaking the following tasks:
- 23.1. Support the Director of Mission Support / Chief of Mission Support in the drafting and/or review of the mission's environmental policy and objectives.
 - 23.2. Conduct environmental assessments and surveys of operations in the mission;
 - 23.3. Produce the mission's environmental baseline study and environmental action plan;
 - 23.4. Advise relevant officers or offices on environmental issues arising from the environmental assessments and surveys undertaken;
 - 23.5. Provide environmental information relevant to the operations of the mission and take actions to promote awareness on environmental issues;
 - 23.6. Establish a list of potentially hazardous installations within the mission (e.g. a petrol station or a warehouse storing flammables) in cooperation with fire marshals or other staff at the mission designated to deal with emergencies;
 - 23.7. Liaise on environmental issues with local authorities or the office of the United Nations Resident Coordinator and relevant United Nations bodies and agencies present in the country or region hosting the mission;
 - 23.8. Investigate complaints or reports of pollution, contamination, health hazards and other environment-related incidents;
 - 23.9. Recommend to the Director of Mission Support / Chief of Mission Support to undertake such measures as may be required to prevent or mitigate environmental problems;
 - 23.10. Keep a record of environmental issues and actions thereon at the mission;

- 23.11. Submit, on a regular basis, a report on environmental issues at the mission, to the Director of Mission Support / Chief of Mission Support;
 - 23.12. Provide an environmental briefing to police and military contingents during their induction training, and
 - 23.13. Carry out any other tasks required to support the DPKO/DFS environmental policy and the environmental objectives of the mission as directed by the Director of Mission Support / Chief of Mission Support.
24. **Environmental Baseline Study.** The Environmental Officer is to undertake an environmental baseline study of all mission locations at the beginning of the mission. A baseline study is an audit of the environmental conditions at a specific location at a specific moment in time. Whenever the mission establishes a new location, the baseline study is to be expanded to include an assessment of that location. The baseline study will be updated by periodic assessments of each location to reveal environmental conditions which are improving and those which are in decline. In addition to internal use within the mission, baseline studies are to be held on file for possible use, when required, in discussions with the host country regarding damage or pollution claimed to have been caused by the mission.
25. **Environmental Action Plan.** The Environmental Officer is to create an Environmental Action Plan based on the mission's environmental objectives in which specific achievable, realistic and timely targets for environmental protection measures and actions to be undertaken are detailed. Responsibilities for achieving each specific target are to be clearly stated in the plan.

Appointed Official in the Military Component

26. The Force Commander will appoint an official of the Force to serve as the focal point within the military component of the mission to liaise with the Environmental Officer and to deal with environmental issues within the military component.
27. The appointed official for the environment in the military component will undertake the following tasks:
 - 27.1. Consult with the Environmental Officer on environmental issues on a regular basis;
 - 27.2. Coordinate actions on environmental issues within the military component;
 - 27.3. Advise the Force Commander on appropriate measures to be taken to address environmental issues within the military component in a manner consistent with the environmental measures instituted by the Director of Mission Support / Chief of Mission Support,
 - 27.4. With the Environmental Officer, provide an environmental briefing to military contingents and personnel during their induction training; and
 - 27.5. Carry out any other tasks on environmental issues as directed by the Force Commander.

Appointed Official in the Police Component

28. The Head of the Police Component will appoint an official of the Police to serve as the focal point within the police component of the mission to liaise with the Environmental Officer and to deal with environmental issues within the police component.
29. The appointed official for the environment in the police component will undertake the following tasks:
 - 29.1. Consult with the Environmental Officer on environmental issues on a regular basis;
 - 29.2. Coordinate actions on environmental issues within the police component;
 - 29.3. Advise the Head of the Police Component on appropriate measures to be taken to address environmental issues within the police component in a manner consistent with the environmental measures instituted by the Director of Mission Support / Chief of Mission Support;
 - 29.4. With the Environmental Officer, provide an environmental briefing to police contingents and personnel during their induction training; and
 - 29.5. Carry out any other tasks on environmental issues as directed by the Head of the Police Component.

D.4 BASIC COMPONENTS OF THE ENVIRONMENTAL POLICY AND OBJECTIVES OF A MISSION

30. The environmental policy and objectives of a mission to be promulgated by the Head of Mission will include, but not be limited to, the components listed under this section.

Environmental Responsibility

31. Each official member of the mission, in all components of the mission, civilian, police and military, will be responsible for ensuring that his/her conduct in the mission conforms to the environmental objectives, any related instructions and operating procedures of the mission as well as the DPKO/DFS environmental policy generally.

Environmental Information

32. The Director of Mission Support / Chief of Mission Support, the Force Commander and the Head of the Police Component will take measures to ensure that all staff in the mission and contractors and non-UN personnel working for the mission receive information concerning the DPKO/DFS environmental policy, the mission's environmental objectives, the instructions and measures instituted thereon and relevant environmental issues in the mission.
33. For this purpose, the Director of Mission Support / Chief of Mission Support, the Force Commander and the Head of the Police Component will ensure that all personnel, upon their arrival at the mission, will be given relevant information and advice concerning their responsibility in dealing with environmental issues at the mission.

34. The Environmental Officer will regularly make available to all staff of the mission information or advice on environmental matters and relevant procedures and measures required to address environmental issues.

Solid and Hazardous Wastes

35. Each office or unit generating wastes at the mission will take practicable measures to ensure that:
- 35.1. The generation of wastes in the mission will be minimized.
 - 35.2. Wastes are segregated at source on the basis of their characteristics.
 - 35.3. Hazardous wastes will be clearly separated from other wastes and handled in an environmentally sound manner in accordance with procedures promulgated by the Director of Mission Support / Chief of Mission Support.
36. The Director of Mission Support / Chief of Mission Support will establish a standing procedure for waste collection in the mission. Until procedures are established for the mission, the mission is to work in accordance with the template provided with the DPKO/DFS Environmental Guidelines
- 36.1. Recycling or reuse of wastes, if practicable, will be undertaken in accordance with procedures to be established by the Director of Mission Support / Chief of Mission Support.
 - 36.2. Disposal of wastes will be conducted only through procedures approved in writing by the Director of Mission Support / Chief of Mission Support.
 - 36.3. Where the collection and disposal of wastes are undertaken by contractors, the contractual arrangements will include provisions clearly making the contractors accountable and liable for environmentally responsible behaviours consistent with the environmental objectives of the mission.

Energy

37. The Director of Mission Support / Chief of Mission Support will take measures to ensure that the use of energy is optimised by the mission with the aim to minimize the mission's greenhouse gas emissions while ensuring enough power for proper functioning.

Water

38. The Director of Mission Support / Chief of Mission Support will take measures to ensure that water is properly used by the mission and in accordance with local conditions. He/She will take measures to encourage the reuse of treated wastewater by the mission.

Wastewater

39. The Director of Mission Support / Chief of Mission Support will take measures to ensure that there will be no discharge of wastewaters directly into streams, rivers or

other bodies of water without prior treatment. Sewage will be either treated on-site or connected to a local communal treatment system, if available.

Hazardous Substances

40. Each office or unit that procures, supplies, stores, distributes or uses the following substances will be responsible for safe and environmentally sound handling of those substances, and will keep records concerning those substances and submit copies of such records to the Environmental Officer. The following substances are examples of a wider list provided in the associated DPKO/DFS Environmental Guidelines:
- 40.1. Pesticides used for indoor or outdoor applications to control malaria and other disease vectors;
 - 40.2. Oil products;
 - 40.3. Hazardous chemicals used for the maintenance of equipment (such as acid for batteries);
 - 40.4. Ozone depleting substances (such as chlorofluorocarbons, R-22 or halons) used in air conditioners, refrigerators and other equipment;
 - 40.5. Construction materials containing hazardous chemicals (such as asbestos);
 - 40.6. Explosive materials;
 - 40.7. Electronic equipment containing hazardous substances (such as polychlorinated biphenyls (PCBs) and mercury).

Wild Animals and Plants

41. The Director of Mission Support / Chief of Mission Support will issue instructions immediately upon establishment of a mission to:
- 41.1. Prohibit hunting, logging, harvesting, collecting, purchasing or acquiring wild animals or wild plants, live or dead, or any parts and derivatives.
 - 41.2. Permit fishing only as a recreational activity and only where it does not or is judged not to interfere with local population food resources.
 - 41.3. Prohibit any personnel in the mission from taking any wild animals or plants out of the country, unless prior authorization has been received from the Director of Mission Support / Chief of Mission Support, and, where applicable, documentation establishing legal acquisition and non-detrimental trade and all relevant customs and transportation documentation has been properly completed.
42. The mission will respect the norms of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).
43. The Force Commander and the Head of the Police Component, in coordination with the Director of Mission Support / Chief of Mission Support, will issue directions to their components to comply with these mission instructions.

Cultural and Historical Resources Management

44. The Director of Mission Support / Chief of Mission Support , the Force Commander and the Head of the Police Component, in coordination with the Director of Mission Support / Chief of Mission Support, will issue directions to their components to protect places of cultural, religious, historical and/or architectural value.

Facilities

45. During the initial planning for determining the locations of facilities within the mission, the relevant offices of the DPKO and DFS and the Director of Mission Support / Chief of Mission Support will take appropriate measures to ensure that:
- 45.1. Construction or clearing of sites for use by the mission is conducted in a manner minimizing negative impacts on or damage to the environment including undertaking a historic and archaeological appraisal of the construction site;
 - 45.2. Facilities generating noise (such as heliports or generator houses) are located in a manner minimizing the impact of such noise on the health of staff and local personnel living or working near such facilities;
 - 45.3. Offices and residential buildings, if newly constructed, are built in a manner minimizing the impact on the environment, and materials used for the offices and residential buildings do not contain substances toxic and harmful to human health, nor contribute to the degradation of the local environment and natural resources.

Emergency Preparedness

46. The Director of Mission Support / Chief of Mission Support will prepare a plan and establish procedures for responding to and handling environmental emergencies in the mission. The Force Commander and the Head of the Police Component will provide full support to the plan and procedures prepared by the Director of Mission Support / Chief of Mission Support and prepare plans for their components to support the mission's emergency plan. Rehearsals of response actions to an environmental incident are to be undertaken once a year.

D.5 MONITORING OF ENVIRONMENTAL ACTIONS

47. The Director of Mission Support / Chief of Mission Support will institute procedures for monitoring if activities and operations in the mission are in compliance with the environmental policy and the mission's environmental objectives. The Force Commander and the Head of the Police Component, in coordination with the Director of Mission Support / Chief of Mission Support, will also institute procedures for monitoring if activities and operations in their components are in compliance with the environmental policy, the mission's environmental objectives and relevant mission procedures.
48. For this purpose, the Environmental Officer, in consultation with the appointed officials on the environment in the military and police components, will oversee day-to-day

observance of the environmental policy, the environmental objectives of the mission, compliance with instructions on environmental issues and, where required, conduct inspections. The Environmental Officer will prepare, on a regular basis, a report reflecting this oversight and make the report available to the Director of Mission Support / Chief of Mission Support who will make it available to the Head of Mission, the Force Commander and the Head of the Police Component.

D.6 RESOURCES

49. The budget for the mission will include adequate financial resources for supporting the environmental policy and the environmental objectives of the mission, including the Environmental Officer and other human resources dedicated for this purpose.

D.7 STANDARDS OF CONDUCT FOR PERSONNEL

50. The Director of Mission Support / Chief of Mission Support will take measures to ensure that:
- 50.1. The standards of conduct applied to civilian personnel in the mission integrate therein the environmental objectives of the mission and that any instructions on environmental issues are complied with.
 - 50.2. Civilian United Nations personnel in the mission who violate the environmental objectives of the mission or any instructions on environmental issues are made subject to disciplinary measures under the Staff Regulations and Staff Rules of the United Nations.
 - 50.3. Non-UN personnel and contractors working for the mission comply with the environmental policy, the mission's environmental objectives, and environmental measures instituted by the relevant instructions at the mission, the violation of which will be dealt with by termination of contract or other appropriate contractual measures in accordance with the contract. Appropriate phrasing is to be included in relevant contracts.
51. The Force Commander will take measures to ensure that:
- 51.1. The standards of conduct applied to military personnel in the mission integrate therein the environmental objectives of the mission and that any instructions on environmental issues are complied with.
 - 51.2. Military police units in the mission are informed of the environmental requirements expected from military personnel in the mission and that they take appropriate measures in cases of violation of the environmental objectives of the mission and any instructions on environmental issues.
52. The Head of the Police Component will take measures to ensure that:
- 52.1. The standards of conduct applied to police personnel in the mission integrate therein the environmental objectives of the mission and that any instructions on environmental issues are complied with.

- 52.2. Police units and police personnel in the mission are informed of the environmental requirements expected from all personnel in the mission and that they take appropriate action in cases of violation of the environmental objectives of the mission and any instructions on environmental issues.

D.8 SYSTEM-WIDE MEASURES

53. The Director of Mission Support / Chief of Mission Support may recommend to the Under Secretary-General for Field Support to undertake such actions as may be undertaken jointly by two or more missions addressing common environmental issues.
54. The Under Secretary-General for Field Support will examine such recommendations by the Director of Mission Support / Chief of Mission Support and will take appropriate measures.

E. REFERENCES:

55. Normative or Superior References:

UN Declarations and Programmes of Action:

Declaration of the UN conference on the Human Environment (Stockholm Declaration, 1972)

World Charter for Nature, UN General Assembly Resolution 37/17, 1982

Agenda 21, adopted by the United Nations Conference on Environment and Development (Rio de Janeiro, June 1992).

UN General Assembly Resolutions 47/37, Protection of the Environment in times of Armed Conflict, 1993, and 49/50, United Nations Decade of International Law, 1995

The Johannesburg Plan of Implementation, adopted by the World Summit on Sustainable Development (Johannesburg, September 2002).

Millennium Development Goals, as identified in the United Nations Millennium Declaration (New York, September 2000).

The 2005 World Summit Outcome (New York, September 2005).

Multilateral Environmental Agreements:

The Convention on International Trade in Endangered Species of Wild Fauna and Flora (Washington, March 1973)

Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention), 1989

Montreal Protocol on Substances that Deplete the Ozone Layer, 1987

Stockholm Convention on Persistent Organic Pollutants, 2001

Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, 1998

Convention on the Conservation of Migratory Species of Wild Animals, 1979

Convention Concerning the Protection of the World Cultural and Natural Heritage (World Heritage Convention), 1972

Convention on Wetlands of International Importance especially as Waterfowl Habitat (Ramsar Convention), 1971

International Convention for the Prevention of Pollution from Ships (MARPOL), 1973/78

International Convention for the Prevention of Pollution of the Sea by Oil (OILPOL), 1954

UN Convention on Biological Diversity, 1992

UN Convention to Combat Desertification, 1994

Vienna Convention for the Protection of the Ozone Layer, 1985

UN Framework Convention on Climate Change, 1992

UN Convention on the Law of the Non-Navigational Uses of International Watercourses, 1997

Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter (London Convention), 1972

UN Convention on the Law of the Sea (UNCLOS), 1982

Others:

Model Status of Forces Agreement (A/45/594)

Secretary-General's Bulletin on the Observance by United Nations Forces of International Humanitarian Law (ST/SGB/1999/13, 6 August 1999)

Related Guidance:

DPKO/DFS Environmental Guidelines for UN Field Missions

F. MONITORING AND COMPLIANCE

52. Compliance with these guidelines shall be monitored by the Chief, Engineering Section in Logistics Support Division, DFS. Within field missions, compliance shall be

managed by the Environmental Officer reporting to the Director of Mission Support / Chief of Mission Support who will be responsible for monitoring.

G. CONTACT

54. The Contact Office for this Policy is the Engineering Section, Specialist Support Service, Logistics Support Division, DFS.

H. HISTORY

55. This is the first edition of this Policy. No amendments have yet been made.

APPROVAL SIGNATURE:



DATE OF APPROVAL:

11-05-09

UNITED NATIONS  NATIONS UNIES

The Voluntary Compact reflects the zero-tolerance policy of the Secretariat to sexual exploitation and abuse. In this context, General Assembly resolutions 65/289 (2011) and 66/264 (2012) confirmed that no payment should be made in respect of individual peacekeepers who have been repatriated for disciplinary reasons, such as matters of sexual exploitation or abuse. In line with the report of the Secretary-General on special measures for protection from sexual exploitation and sexual abuse (A/69/779), all payments related to contingent personnel suspected of sexual exploitation or abuse - including reimbursements to the contributing country, daily and recreational allowances, and risk premiums - may be suspended with immediate effect. All such entitlements will be withdrawn in full from the date of any offence in cases which are proven, with recovery action taken where necessary. Suspended payments would be reinstated in full if allegations are shown to be unfounded.

The Department of Field Support is grateful for the positive and productive relationship that exists with your Permanent Mission, and I look forward to continuing dialogue and cooperation in the interests of the United Nations.

Please accept, Excellency, the assurances of my highest consideration.



Atul Khare
Under-Secretary-General
for Field Support