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AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE UNITED NATIONS ORGANIZATION  
CONCERNING  
THE PROVISION OF ASSISTANCE  
ON A REIMBURSABLE BASIS  
IN SUPPORT OF  
THE UNITED NATIONS OPERATION IN RWANDA

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PREAMBLE

The United States of America, as represented by the Department of Defense, and the United Nations Organization, hereinafter referred to as the Parties,

Noting United Nations Security Council Resolution 872 (1993), and subsequent resolutions, which authorize the establishment of the United Nations Assistance Mission for Rwanda (UNAMIR);

On the part of the United States of America, as represented by the Department of Defense, acting under the authority of section 607 of the Foreign Assistance Act of 1961, as amended;

On the part of the United Nations, as represented by the Department of Peacekeeping Operations, in accordance with the United Nations Financial Regulations and Rules;

Desiring to establish the terms and conditions for the provision of assistance by the Department of Defense of the United States of America at the request of the United Nations Organization in support of operations in Rwanda, with all costs for United Nations Organization requested assistance to be reimbursed to the Department of Defense of the United States by the United Nations Organization;

Have agreed as follows:

ARTICLE I  
SCOPE OF PROVISION OF SUPPORT

1. In order to support the United Nations in its operations in Rwanda, and in accordance with the terms of this Agreement, the Department of Defense of the United States of America may, at the written request of the United Nations Organization, provide to United Nations Headquarters,

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New York, and to United Nations Forces operating in Rwanda, to the extent it is available, the following types of assistance on a reimbursable basis:

- (a) Transportation services;
- (b) Clothing, billeting, rations, and other subsistence items;
- (c) Vehicles, equipment, and other major end items, spare parts, maintenance and repair services, fuel, and petroleum supplies;
- (d) Operational supplies and services, including ammunition;
- (e) Communication services;
- (f) Training services;
- (g) Special information processing, services, and equipment; and
- (h) Other incidental supplies and services, including medical supplies and facilities and the disposal of hazardous wastes.

2. As agreed to by the Parties in writing, other types of assistance may be provided on a reimbursable basis in accordance with this Agreement.

## ARTICLE II SUPPORT PROCEDURES AND REQUIREMENTS

1. Unless the written consent of the United States Government has first been obtained, the United Nations Organization shall not:

- (a) permit any use of any assistance provided pursuant to this Agreement by anyone not an officer, employee, or agent of the United Nations Organization;
- (b) use or permit the use of any assistance provided pursuant to this Agreement for purposes other than to implement the operations of the United Nations Organization in Rwanda under applicable United Nations Security Council resolutions or other authorized missions under the United Nations Charter; or

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(c) transfer or permit any officer, employee, or agent of the United Nations Organization to transfer any assistance provided pursuant to this Agreement, by gift, sale, or otherwise.

2. The Parties agree that the authorized users of any assistance provided pursuant to this Agreement shall include military contingents assigned to the operations of the United Nations Organization in Rwanda.

3. The United Nations Organization shall maintain the security of any assistance provided pursuant to this Agreement, and shall provide it substantially the same degree of security protection afforded by the United States Government.

4. The provision of assistance pursuant to this Agreement may be made subject to additional terms and conditions as may be agreed to in individual implementing arrangements, executed in writing between the parties under this Agreement.

5. The United Nations Organization shall be responsible for all claims (including the costs of defending such claims and of any settlement or judgment thereof) made by any party against the United States of America, or any of its officers, agents, employees, or contractors, arising out of the provision of the assistance provided under this Agreement. The United States of America, or any of its officers, agents, employees, or contractors, shall not be liable for any claims arising out of the provision of the assistance provided under this Agreement.

6. The United Nations Organization shall not make any claim against or hold liable the United States of America in respect of injuries or death caused by equipment or materials supplied by the Department of Defense of the United States of America. Such claims shall be the sole responsibility of the United Nations Organization. Nothing in this paragraph shall in any way preclude the authority of the United Nations Organization to deny responsibility to, or make claims against, any third parties related to any loss, injury or death caused by equipment or materials supplied under this Agreement or related to any activities under this Agreement.

#### ARTICLE III IMPLEMENTATION

The Department of Defense of the United States of America shall implement this Agreement for the United States of America. The Department of Peacekeeping Operations of the United Nations Organization shall implement this Agreement for the United Nations Organization.

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**ARTICLE IV  
REIMBURSEMENT PROCEDURES**

1. All assistance provided by the Department of Defense of the United States of America under this Agreement shall be fully reimbursed by the United Nations Organization within the time specified in paragraph 2 of this Article.

2. The Comptroller of the Department of Defense of the United States of America shall ensure bills detailing the costs associated with the provision of assistance under this Agreement are submitted to the Department of Peacekeeping Operations, Attention: Director, Field Operations Division, of the United Nations Organization. A consolidated Department of Defense bill with supporting documentation shall be submitted on a monthly basis. The Department of Peacekeeping Operations of the United Nations Organization shall pay submitted bills in U.S. dollars to the Department of Defense of the United States of America, within 30 days after receipt of the bills submitted pursuant to this Article.

**ARTICLE V  
ORDERING AND RECEIPT OF EQUIPMENT, SUPPLIES, AND SERVICES**

1. The provision of assistance under Article I of this Agreement shall be accomplished under Letters of Assist issued by an authorized United Nations representative in accordance with established United Nations procedures (i.e., attached section 5.03 of the United Nations Purchase and Transportation Service Manual of Procedures - Part I (Appendix A)), and consistent with and incorporating by reference the terms and conditions of this Agreement.

2. The Department of Defense of the United States of America shall, in accordance with the terms of this Agreement, endeavor to satisfy such requests. As necessary, additional details regarding receipts, delivery procedures, and accounting shall be agreed upon by the Parties or their representatives in writing prior to the delivery of any assistance.

**ARTICLE VI  
SETTLEMENT OF DISPUTES**

1. Any dispute arising under this Agreement shall be resolved through consultations between the Parties or their representatives and shall not be referred to any third party.

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2. In the event that there is continued disagreement between the Parties, at the request of either Party, the consultations shall be continued through diplomatic channels. The parties may agree, in writing, to any of the modes of settlement provided in Article 33 of the United Nations Charter.

**ARTICLE VII  
ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION**

1. This Agreement shall enter into force upon signature and shall remain in force for a period of two years.

2. This Agreement may be amended or extended by the written agreement of the Parties and may be terminated by either Party upon 30 days written notification to the other Party.

3. Notwithstanding the termination of this Agreement, the obligations of the United Nations Organization in accordance with Article II of this Agreement, and its obligations for reimbursement for support provided under Article IV, shall continue to apply, unless otherwise agreed to in writing by the Parties.

DONE at New York, this 6th day of June, 1994, in duplicate.

FOR THE UNITED STATES  
OF AMERICA:

*Edward W. Duff*

FOR THE UNITED NATIONS  
ORGANIZATION:

*Joseph E. Coonan*

*William J. Perry*  
13 JUN 1994

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