

**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**

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,

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

(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.

**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.

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. Douthett

FOR THE UNITED NATIONS
ORGANIZATION:

Joseph E. Tomer

William J. Perry
13 JUN 1994

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.

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.

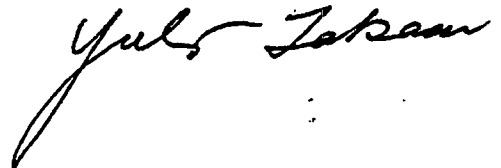
DONE at New York, this 14th day of March, 1994,
in duplicate.

FOR THE UNITED STATES
OF AMERICA:



John M. Deutch

FOR THE UNITED NATIONS
ORGANIZATION:





ASSISTANT SECRETARY OF DEFENSE
2100 DEFENSE PENTAGON
WASHINGTON, DC 20301-2100

C. 11

DEP SEC DEF
HAS SEEN
SOL-WP: pa JM In
JUN 11 1994

Reply Refer to:
I-94/38599

MEMORANDUM FOR SECRETARY OF DEFENSE
DEPUTY SECRETARY OF DEFENSE

THROUGH: ACTING UNDERSECRETARY OF DEFENSE FOR POLICY

FROM: ASSISTANT SECRETARY OF DEFENSE FOR STRATEGY AND REQUIREMENTS
Prepared by: Michael Greenspon, PK/PE, x.52322

SUBJECT: DoD-UN Reimbursement Agreement with UNAMIR ACTION MEMORANDUM

PURPOSE: Signature of Agreement

DISCUSSION: Attached for your signature are two original texts (TAB A) of an agreement between the United States, as represented by the Department of Defense, and the United Nations, under which DoD may, upon request, provide assistance to the United Nations in its operations in Rwanda on the basis of direct reimbursement to DoD.

Your signature is for the Department of Defense, which represents the United States in this agreement. Under an arrangement reached with the Department of State, Ambassador Gnehm acting for Ambassador Albright has also signed the agreement.

(UNPROFOR 607 Agreement signature page is provided at TAB B for illustration)

RECOMMENDATION: Recommend you sign the two original texts (TAB A). OGC, Comptroller and Joint Staff concur (TAB C).

SECDEF DECISION: *See WP ✓*

APPROVE _____

DISAPPROVE _____

OTHER _____

P. 13

12123

DATA AUTHORIZATION INPUT FORM

SECTION I --- MISC CONTROL DATA

DATE RECEIVED: 06-19-94 OSD CONTROL #: 12123
 CONTROLLED ITEM: ORIG / RCY(S) 5 PG(S) 5, CY NO THRU OF CYS, ENCL(S)
 COVER MEMO: ORIG / RCY(S) 1 PG(S) 1, CY NO THRU OF CYS, ENCL(S)
 REPLY TO: _____ INTERIM REPLY TO: _____ REF(S): _____
 DESTRUCTION DATA: _____ EFA: _____

SECTION II --- MICROFICHE & FILE DATA

MICROFICHE: YES _____ NO _____ MF: 584679 FICHE NO: A
 FILE NUMBER: UN X Rwanda ^{X shelf} IMAGE(S): A13-135

SECTION III --- ACTION/SUSPENSE STATUS

ACTION: _____ FOR: _____ SUSP DATE: _____ COORD: _____
 COMMENTS: _____

SECTION IV --- DISTRIBUTION

ADC	<u>N</u>	COM	<u>N</u>	DIA	
SD		FMP		DLA	
DSD		HA		SAA	
ES	<u>N</u>	LA		NSA	
ESR		PAE		SDI	
USA		PA		IG	
C3I		RA			
PRL		GC	<u>N</u>		
DRE		OTE		ADD	
AE		ADM		CC	
VSP	<u>N</u>	SA		MAB	<u>N</u>
DUP		CSA		MAD	
ISA		SN		SGN	<u>N</u>
ISP		SAP			
SOL		JCB	<u>N</u>	SDR	
SER	<u>D + cm</u>	DJS		DSR	

COORDINATION: DoD-UN Reimbursement Agreement with UNAMIR

Joint Staff

C. Robertson 6/10

Comptroller

L. P. Campbell JUN 10 1994

General Counsel

MTA 6/10/94

OFFICE OF THE DEPUTY SECRETARY OF DEFENSE
The Senior Military Assistant

11 June 1994

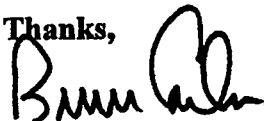
MEMORANDUM FOR EXECUTIVE SECRETARY

**SUBJECT: SOM Attached S&R Package:DoD-UN
Reimbursement Agreement with UNAMIR**

**Please SOM the Secretary's signature on the attached
agreements with the UN at TAB A.**

"John Deutch"

Thanks,



**Bruce Carlson
Colonel, USAF
Senior Military Assistant to the
Deputy Secretary of Defense**

**Attachments
a/s**

12123 -

OSD Control Number 56/14

Signed 6/13/94

SOM ✓ (WP)

Pack _____

No Pack ✓

Signers ✓

Pass Copies To:

Information Copies To:

<u>CS</u>	<u>USP</u>	<u>COM</u>
<u>MAS</u>	<u>GC</u>	<u>CJCS</u>

Special Instructions:

[Signature] 6/13
DO Initials Date

12123

**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**

SECDEF HAS SEEN

JUN 18 1994

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,

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

(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.

**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.

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.

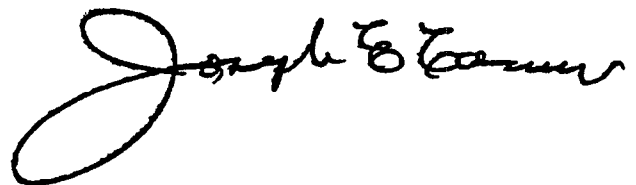
DONE at New York, this 6th day of June, 1994, in duplicate.

FOR THE UNITED STATES
OF AMERICA:



William J. Perry

FOR THE UNITED NATIONS
ORGANIZATION:





ASSISTANT SECRETARY OF DEFENSE
2100 DEFENSE PENTAGON
WASHINGTON, DC 20301-2100

C

DEP SEC DEF
HAS SEEN
SOL-WP: pa JMD
JUN 11 1994

In Reply Refer to:
I-94/38599

MEMORANDUM FOR SECRETARY OF DEFENSE
DEPUTY SECRETARY OF DEFENSE

THROUGH: ACTING UNDERSECRETARY OF DEFENSE FOR POLICY JUN 1

FROM: ASSISTANT SECRETARY OF DEFENSE FOR STRATEGY AND REQUIREMENTS
Prepared by: Michael Greenspon, PK/PE, x.52322

SUBJECT: DoD-UN Reimbursement Agreement with UNAMIR
ACTION MEMORANDUM

PURPOSE: Signature of Agreement

DISCUSSION: Attached for your signature are two original texts (TAB A) of an agreement between the United States, as represented by the Department of Defense, and the United Nations, under which DoD may, upon request, provide assistance to the United Nations in its operations in Rwanda on the basis of direct reimbursement to DoD.

Your signature is for the Department of Defense, which represents the United States in this agreement. Under an arrangement reached with the Department of State, Ambassador Gnehm acting for Ambassador Albright has also signed the agreement.

(UNPROFOR 607 Agreement signature page is provided at TAB B for illustration)

RECOMMENDATION: Recommend you sign the two original texts (TAB A). OGC, Comptroller and Joint Staff concur (TAB C).

SECDEF DECISION: *Sm WP ✓*

APPROVE _____

DISAPPROVE _____

OTHER _____

PB
PK

12123