

No. 30084

**UNITED NATIONS
and
CANADA**

**Cooperation Service Agreement (with annex). Signed at New
York on 16 June 1993**

Authentic text: English.

Registered ex officio on 16 June 1993.

**ORGANISATION DES NATIONS UNIES
et
CANADA**

**Accord de coopération en matière de services (avec annexe).
Signé à New York le 16 juin 1993**

Texte authentique : anglais.

Enregistré d'office le 16 juin 1993.

COOPERATION SERVICE AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF CANADA

Whereas the United Nations Security Council in its resolution 780 (1992)² has requested the Secretary-General to establish an impartial Commission of Experts (“Commission”) to examine and analyze the information submitted pursuant to its resolutions 771³ and 780 (1992) with a view to providing the Secretary-General with its conclusions on the evidence of grave breaches of the Geneva Conventions⁴ and other violations of international humanitarian law committed in the territory of the former Yugoslavia;

And whereas the Commission has determined that a legal investigative team would be useful to conduct on-site investigations and the Government of Canada has expressed its willingness to make available its experts to assist the Commission in such on-site investigations as the Commission selects;

Now therefore the United Nations as represented by the Legal Counsel and the Government of Canada as represented by the Permanent Representative of Canada to the United Nations in New York (hereinafter called “the Parties”) have agreed as follows:

Article I

DURATION OF THE AGREEMENT

The Agreement shall commence on 16 June, 1993 and shall expire on 16 August, 1993. The Agreement may be renewed on the consent of both Parties, on the same conditions, for further two month terms. The Agreement shall in any event terminate upon conclusion of the work of the Commission.

Article II

OBLIGATIONS OF THE GOVERNMENT OF CANADA

1. The Government of Canada shall make available for the duration and purposes of this Agreement, the lawyers and investigators listed in the Annex hereto (the Team). Changes and modifications to the Annex may be made from time to time by agreement between the Parties.

2. The Team shall carry out such on-site investigations as the Commission may specify, and any necessary supplemental investigations thereto. The investigations shall be carried out as described in the plans of action agreed upon between the Parties. These plans of action will be agreed upon between the Parties as represented by the Chairman of the Commission for the United Nations and the Legal Advisor to External Affairs and International Trade Canada and the Judge Advocate General for Canada.

¹ Came into force on 16 June 1993, in accordance with article 1.

² United Nations, *Official Records of the Security Council, Forty-seventh Year, Resolutions and Decisions of the Security Council (S/INF/48)*, p. 36.

³ *Ibid.*, p. 25.

⁴ United Nations, *Treaty Series*, vol. 75, pp. 31, 85, 135 and 287.

3. The Team shall submit to the Commission periodical reports on its findings. It shall also provide a final report on the completion of an investigation to the Commission, containing its findings and opinions along with all evidence upon which such findings were based.

4. The Government of Canada shall be responsible for payment of all salaries to which the members of the Team are entitled. The Government of Canada shall not be responsible for any other costs associated with the participation of the Team in Commission related activities.

Article III

TERMS AND OBLIGATIONS OF THE TEAM

The Government of Canada agrees to the terms and obligations specified below, and shall accordingly ensure that the Team members performing services under this Agreement comply with these obligations:

(a) The Team shall function under the general supervision and control of the Commission;

(b) The Team shall perform its functions in full compliance with the mandate of the Commission;

(c) The Team shall not seek instructions regarding the services to be performed under this Agreement from any authority external to the United Nations;

(d) Team members shall refrain from any conduct which would adversely reflect on the United Nations, and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of the Commission; and

(e) The Team members shall exercise their utmost discretion in all matters relating to the investigation and shall not communicate, at any time, without the authorization of the United Nations, to anyone not party to the Agreement, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for individual profit. This authorization may be granted by the Chairman of the United Nations Commission of Experts. This obligation does not lapse upon termination of this Agreement with the United Nations.

Article IV

LEGAL STATUS OF MEMBERS OF THE TEAM

1. The members of the Team shall have the legal status of Experts on Mission in accordance with sections 22 and 23 of Article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February, 1946.¹

2. The members of the Team shall be issued a certificate in accordance with Section 26 of Article VII of the Convention.

¹United Nations, *Treaty Series*, vol. 1, p. 15 and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).