

No. 43436

**United Nations
and
Poland**

Memorandum of Understanding between the United Nations and the Government of the Republic of Poland contributing resources to the United Nations Special Police Unit in Kosovo (with annexes). New York, 11 October 2001

Entry into force: *with retroactive effect from 2 October 2000, in accordance with article 14*

Authentic texts: *English*

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**Organisation des Nations Unies
et
Pologne**

Mémorandum d'accord entre l'Organisation des Nations Unies et le Gouvernement de la République de Pologne en vue de la contribution de ressources au Groupe de police spéciale des Nations Unies au Kosovo (avec annexes). New York, 11 octobre 2001

Entrée en vigueur : *avec effet rétroactif à compter du 2 octobre 2000, conformément à l'article 14*

Textes authentiques : *anglais*

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[ENGLISH TEXT – TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE REPUBLIC OF POLAND CONTRIBUTING RESOURCES TO THE UNITED NATIONS SPECIAL POLICE UNIT IN KOSOVO

Whereas, the United Nations Interim Administration Mission in Kosovo (UNMIK) was established pursuant to the United Nations Security Council resolution 1244 (1999);

Whereas, at the request of the United Nations, the Government of Poland (hereinafter referred to as the "Government") has agreed to contribute personnel, equipment and services in support of the UN Special Police Unit within the United Nations International Police in Kosovo (UNIP) to assist UNMIK 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 F 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 "Memorandum") between the Parties for the provision of personnel, equipment and services in support of UN Special Police Unit within UNIP.

2.2. Annexes:

Annex A: Personnel

1. Requirements.
2. Reimbursement.
3. General conditions for personnel.

Appendix 1 to Annex A: Personnel equipment/Soldier's kit.

Annex B: Major equipment provided by the Government

1. Requirements and reimbursement rates.

Appendix 1 to Annex B: Monthly Reimbursement rates for special equipment.

2. General conditions for major equipment.
3. Verification and control procedures.

4. Transportation.
5. Mission usage factors.
6. Loss and damage.
7. Special case equipment.

Annex C: Self-sustainment provided by the Government

1. Requirements and reimbursement rates.

Appendix 1 to Annex C: Provision of Self-Sustainment Services.

2. General conditions for self-sustainment.
3. Verification and control procedures.
4. Transportation.
5. Mission usage factors.
6. Loss and damage.

Annex D: Performance standards for major equipment

Annex E: Performance standards for self-sustainment

Annex F: Definitions

Annex G: Guidelines for Police-Contributing Countries.¹

Article 3. Purpose

3. The purpose of this Memorandum 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 UN Special Police Unit within UNIP.

Article 4. Application

4. The present Memorandum shall be applied in conjunction with the Guidelines for Police-Contributing countries which is annexed hereto as annex G.

Article 5. Contribution of the Government

5.1. The Government shall contribute to UNMIK the personnel listed at annex A. Any personnel above the level indicated in this Memorandum 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 UNMIK 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 for the duration of the deploy-

¹ Annex G was previously distributed and is not included in the present document.

ment of such equipment to UNMIK. Any equipment above the level indicated in this Memorandum 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 UNMIK 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 for the duration of the deployment of such equipment to UNMIK. Any equipment above the level indicated in this Memorandum shall be a national responsibility and thus not subject to reimbursement or other kind of support by the United Nations.

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 Memorandum at the rates stated in annex A, article 2.

6.2. The United Nations shall reimburse the Government for the major equipment provided as listed in annex B. The reimbursement rates for the major equipment shall be reduced proportionately in the event that such equipment does not meet the required performance standards set out in annex D 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 at annex C. The reimbursement rates for the self-sustainment shall be reduced proportionately 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. The payment of the troop costs, the lease and self-sustainment rates will be calculated from the date of arrival of personnel or equipment in the mission area and will remain in effect until the date the personnel and/or equipment ceases to be employed in the mission area as determined by the Organization.

Article 7. General conditions

7. 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.

Article 8. Specific conditions

8.1. Environmental condition factor: 1.00%

8.2. Intensity of operations factor: 0.80%

8.3. Hostile action/forced abandonment factor: 1.00%

8.4. Incremental transportation factor:

The distance between the port of embarkation in the home country and the port of entry in the mission area is estimated at 7,486 kilometers (4,042 miles). The factor is set at 2% of the reimbursement rates.

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

Troops:

Airport of entry/exit (Poland): Warsaw.

Airport of entry/exit (in the area of operations): Pristina/Skopje.

Equipment:

Originating location: Warsaw.

Port of embarkation/disembarkation (Poland): Gdansk.

Port of embarkation/disembarkation (in the area of operations): Pristina via Thessaloniki.

Article 9. Claims by third parties

9. The United Nations will be responsible for dealing with any claims by third parties where 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 Memorandum. 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 Memorandum, or (b) arose or resulted from gross negligence or wilful misconduct of the personnel by the Government.

Article 11. Supplementary arrangements

11. The Parties may conclude written supplementary arrangements to the present Memorandum.

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