

VLADA REPUBLIKA HRVATSKA

PRIJEDLOG ZAKONA O POTVRĐIVANJU

**MEMORANDUMA O SUGLASNOSTI IZMEĐU VLADE REPUBLIKE HRVATSKE I UJEDINJENIH
NARODA U SVEZI S DOPRINOSOM SREDSTVIMA PROMATRAČKIH SNAGA UJEDINJENIH
NARODA ZA RAZDVAJANJE (UNDOF), S KONAČNIM PRIJEDLOGOM ZAKONA**

Zagreb, srpanj 2010.

PRIJEDLOG ZAKONA O POTVRĐIVANJU MEMORANDUMA O SUGLASNOSTI IZMEĐU VLADE REPUBLIKE HRVATSKE I UJEDINJENIH NARODA U SVEZI S DOPRINOSOM SREDSTVIMA PROMATRAČKIH SNAGA UJEDINJENIH NARODA ZA RAZDVAJANJE (UNDOF)

I. USTAVNA OSNOVA

Ustavna osnova za donošenje Zakona o potvrđivanju Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF), sadržana je u članku 139. stavku 1. Ustava Republike Hrvatske.

II. OCJENA STANJA I CILJ KOJI SE DONOŠENJEM ZAKONA ŽELI POSTIĆI

Sudjelovanje u međunarodnim mirovnim operacijama u skladu je sa strateškim opredjeljenjem Republike Hrvatske, čime se Republika Hrvatska svrstava među odgovorne članice međunarodne zajednice koje su spremne preuzeti svoj dio tereta opće sigurnosti. Republika Hrvatska profilira se kao pouzdan partner koji daje značajan doprinos naporima Ujedinjenih naroda za osiguranje mira te ojačava svoj politički i vojni kreditabilitet što je rezultiralo izborom Republike Hrvatske za nestalnu članicu Vijeća sigurnosti Ujedinjenih naroda.

Sudjelovanje Republike Hrvatske u mirovnim misijama Ujedinjenih naroda u skladu je i s Dugoročnim planom razvoja Oružanih snaga Republike Hrvatske 2006.-2015., kojim je planirano nastaviti sudjelovanje u mirovnim misijama Ujedinjenih naroda sa do 150 pripadnika Oružanih snaga Republike Hrvatske, što uključuje i jednu ili dvije postrojbe veličine voda ili satnije. Oružane snage Republike Hrvatske imaju na taj način priliku ne samo testirati svoju interoperabilnost nego i sposobljenost za vođenje udaljenijih i logistički zahtjevnijih operacija.

Tijekom 2007. godine Republici Hrvatskoj ponuđena je mogućnost da u mirovnu misiju Ujedinjenih naroda na Golanskoj visoravni (UNDOF) uputi jednu postrojbu veličine satnije, radi preuzimanja pozicija Slovačke u sastavu austrijske bojne, unutar promatračkih snaga za razdvajanje. Ovo je bilo prvo upućivanje u jednu mirovnu misiju Ujedinjenih naroda vojne postrojbe jačine pješačke satnije, što predstavlja još jedno međunarodno priznanje Republici Hrvatskoj i njenim Oružanim snagama.

Uzimajući u obzir vrstu i opseg sudjelovanja Oružanih snaga Republike Hrvatske u mirovnoj misiji UNDOF postojala je potreba detaljnijeg uređenja pravnog položaja te prava i obveza Oružanih snaga Republike Hrvatske sklapanjem dvostranog međunarodnog ugovora između Republike Hrvatske i Ujedinjenih naroda.

Na temelju Odluke o pokretanju postupka za sklapanje Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) Memorandum je, u ime Vlade Republike Hrvatske, dana 7. prosinca 2009. godine u New Yorku, potpisao stalni predstavnik Republike Hrvatske pri Ujedinjenim narodima.

Potvrđivanjem Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) Republika Hrvatska će privesti kraju zakonodavstvom Republike Hrvatske propisan postupak za stupanje Memoranduma na snagu.

III. OSNOVNA PITANJA KOJA SE PREDLAŽU UREDITI ZAKONOM

Ovim Zakonom potvrđuje se Memorandum o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) kako bi njegove odredbe, u smislu članka 140. Ustava Republike Hrvatske, postale dio unutarnjeg pravnog poretka.

Memorandumom o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) uređuje se niz pitanja vezanih uz pravni položaj te nesmetano obavljanje zadaća pripadnika Oružanih snaga Republike Hrvatske u sastavu ove misije kao što su: pravni položaj osoblja, pribavljanje opreme i usluga, crta zapovijedanja, stega, istrage, nadležnosti, zaštita klasificiranih podataka, financijski aspekti sudjelovanja i uspostava standarda ponašanja Ujedinjenih naroda za osoblje koje osigurava Republika Hrvatska.

IV. OCJENA SREDSTAVA POTREBNIH ZA PROVEDBU ZAKONA

Provedba ovoga Zakona ne zahtjeva osiguranje dodatnih financijskih sredstava iz državnog proračuna Republike Hrvatske budući da će se odvijati kroz redovne aktivnosti Ministarstva obrane te će se koristiti sredstva iz državnog proračuna namijenjena radu Ministarstva obrane i Oružanih snaga Republike Hrvatske.

V. PRIJEDLOG ZA DONOŠENJE ZAKONA PO HITNOM POSTUPKU

Temelj za donošenje Zakona o potvrđivanju Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) po hitnom postupku nalazi se u članku 159. stavku 1. Poslovnika Hrvatskoga sabora (Narodne novine, br. 6/2002 - pročišćeni tekst, 41/2002, 91/2003, 58/2004, 39/2008 i 86/2008) i to u drugim osobito opravdanim državnim razlozima.

Naime, uzimajući u obzir razloge navedene u točkama II. i III. ovoga Prijedloga te imajući u vidu da su aktivnosti koje su predmet uređenje ovoga Memoranduma u tijeku kao i činjenicu da se Memorandum privremeno primjenjuje, cijeni se da postoji interes da Republika Hrvatska što skorije okonča svoj unutarnji pravni postupak kako bi se stvorile prepostavke da Memorandum, u skladu sa svojim odredbama, u odnosima između Republike Hrvatske i Ujedinjenih naroda stupi na snagu.

S obzirom na prirodu postupka potvrđivanja međunarodnih ugovora, kojim država i formalno izražava spremnost da bude vezana već sklopljenim međunarodnim ugovorom, kao i na činjenicu da se u ovoj fazi postupka ne može mijenjati i nadopunjavati tekst međunarodnog ugovora, predlaže se ovaj Prijedlog zakona raspraviti i priхватiti po hitnom postupku objedinjavajući prvo i drugo čitanje.

**VI. KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU MEMORANDUMA O SUGLASNOSTI
IZMEĐU VLADE REPUBLIKE HRVATSKE I UJEDINJENIH NARODA U SVEZI S
DOPRINOSOM SREDSTVIMA PROMATRAČKIH SNAGA UJEDINJENIH NARODA ZA
RAZDVAJANJE (UNDOF)**

Na temelju članka 16. Zakona o sklapanju i izvršavanju međunarodnih ugovora (Narodne novine, broj 28/96), a polazeći od članka 139. stavka 1. Ustava Republike Hrvatske, predlaže se pokretanje postupka za donošenje Zakona o potvrđivanju Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF).

Konačni prijedlog zakona o potvrđivanju Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) glasi:

**KONAČNI PRIJEDLOG ZAKONA O POTVRĐIVANJU
MEMORANDUMA O SUGLASNOSTI IZMEĐU VLADE REPUBLIKE HRVATSKE I UJEDINJENIH
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UJEDINJENIH NARODA ZA RAZDVAJANJE
(UNDOF)**

Članak 1.

Potvrđuje se Memorandum o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF), potpisani u New Yorku, dana 7. prosinca 2009. godine, u izvorniku na engleskom jeziku.

Članak 2.

Tekst Memoranduma iz članka 1. ovoga Zakona, u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik, glasi:

MEMORANDUM O SUGLASNOSTI

između

VLADE REPUBLIKE HRVATSKE I UJEDINJENIH NARODA

u svezi s doprinosom

**SREDSTVIMA PROMATRAČKIH SNAGA UJEDINJENIH NARODA
ZA RAZDVAJANJE
(UNDOF)**

Budući da su promatračke snage Ujedinjenih naroda za razdvajanje (UNDOF) osnovane u skladu s rezolucijom Vijeća sigurnosti Ujedinjenih naroda 350 (1974) od 31. svibnja 1974.,

Budući da je na zahtjev Ujedinjenih naroda, Vlada Republike Hrvatske (u dalnjem tekstu Vlada), dala pristanak da doprinese s osobljem, opremom i uslugama za pješački kontingent radi pomoći UNDOF-u u provedbi njegovog mandata,

Budući da Vlada i Ujedinjeni narodi žele utvrditi rokove i uvjete doprinosa,

Stoga su se Vlada i Ujedinjeni narodi (u dalnjem tekstu skupno stranke) sporazumjeli kako slijedi:

Članak 1.

Definicije

1. U svrhu ovoga Memoranduma o suglasnosti primjenjivat će se definicije navedene u Dodatku F.

Članak 2.

Dokumenti koji čine Memorandum o suglasnosti

2.1. Ovaj dokument, uključujući sve njegove Dodatke, čini cijelovit Memorandum o suglasnosti (u dalnjem tekstu „MOU“) između stranaka za pribavljanje osoblja, opreme i usluga u pružanju potpore UNDOF-u.

2.2. Dodaci:

Dodatak A: Osoblje

1. - Zahtjevi
2. - Povrat sredstava
3. - Opći uvjeti za osoblje

Prilog 1. Dodatku A: Vojnička oprema - preporučeni zahtjev za specifičnu misiju

Dodatak B: Glavna oprema koju osigurava Vlada

(Hrvatska ne osigurava glavnu opremu, zbog čega je ovaj Dodatak namjerno ostavljen praznim)

Dodatak C: Samoodržavanje koju osigurava Vlada

1. - Zahtjevi i stope povrata sredstava
2. - Opći uvjeti za samoodržavanje
3. - Postupci verifikacije i kontrole
4. - Prijevoz
5. - Čimbenici upotrebe povezani s misijom
6. - Gubitak i šteta

Prilog 1. Dodatku C – Usluge samoodržavanja-podjela odgovornosti

Dodatak D: Načela verifikacije i standardi rada za glavnu opremu koja je osigurana na temelju dogovora o najmu uz obvezu održavanja/bez obveze održavanja
(Hrvatska ne osigurava glavnu opremu, zbog čega je ovaj Dodatak namjerno ostavljen praznim).

Dodatak E: Načela verifikacije i standardi rada za manju opremu i potrošna dobra koja su osigurana na temelju samoodržavanja

Dodatak F: Definicije

Dodatak G: Smjernice (Aide- Mémoire) za prinosnike postrojbi.

Dodatak H: Standardi ponašanja Ujedinjenih naroda: mi smo osoblje mirovnih snaga Ujedinjenih naroda

Članak 3.Svrha

3. Svrha ovog Memoranduma o suglasnosti je utvrditi administrativne, logističke i finansijske rokove i uvjete za upravljanje doprinosom u osoblju, opremi i uslugama koje osigurava Vlada u pružanju potpore UNDOF-u i specificirati standarde ponašanja Ujedinjenih naroda za osoblje koje osigurava Vlada.

Članak 4.Primjena

4. Ovaj MOU se primjenjuje zajedno sa Smjernicama (Aide-Mémoire) za prinosnike postrojbi.

Članak 5.Doprinos Vlade

5.1 Vlada će doprinijeti UNDOF-u s osobljem koje je navedeno u Dodatku A. Bilo koje osoblje iznad razine koja je navedena u ovom MOU bit će nacionalna odgovornost te ne podliježe povratu sredstava ili drugoj vrsti potpore od strane Ujedinjenih naroda.

5.2 Vlada će doprinijeti UNDOF-u s glavnom opremom koja je nabrojena u Dodatku B. Vlada će osigurati da glavna oprema i povezana manja oprema zadovoljavaju standarde rada koji su navedeni u Dodatku D za trajanja razmještaja takve opreme u UNDOF. Bilo koja oprema koja je iznad razine navedene u ovom MOU, bit će nacionalna odgovornost te ne podliježe povratu sredstava ili drugoj vrsti potpore od strane Ujedinjenih naroda.

5.3 Vlada će doprinijeti UNDOF-u s manjom opremom i potrošnom robom koje su povezane sa samoodržavanjem kako je nabrojeno u Dodatku C. Vlada će osigurati da manja oprema i potrošna dobra zadovolje standarde rada koji su navedeni u Dodatku E za trajanja razmještaja takve opreme u UNDOF. Bilo koja oprema iznad razine koja je navedena u ovom MOU bit će nacionalna odgovornost te ne podliježe povratu sredstava ili drugoj vrsti potpore od strane Ujedinjenih naroda.

Članak 6.Povrat sredstava i potpora od strane Ujedinjenih naroda

6.1 Ujedinjeni narodi će Vladi izvršiti povrat sredstava za osoblje koje je osigurala prema ovom MOU po stopama navedenim u članku 2. Dodatka A.

6.2 Ujedinjeni narodi će Vladi izvršiti povrat sredstava za glavnu opremu koja je osigurana kako je nabrojeno u Dodatku B. Povrat sredstava za glavnu opremu bit će smanjen u slučaju da takva oprema ne zadovoljava tražene standarde rada navedene u Dodatku D ili u slučaju da je popis opreme umanjen.

6.3 Ujedinjeni narodi će Vladi izvršiti povrat sredstava za osiguranje roba i usluga za samoodržavanje po stopama i razinama koje su navedene u Dodatku C. Povrat sredstava za samoodržavanje bit će umanjen u slučaju da contingent ne zadovolji tražene standarde rada koji su navedeni u Dodatku E ili u slučaju da je razina samoodržavanja umanjena.

6.4. Povrat sredstava za troškove postrojbi nastaviti će se prema punoj stopi do odlaska osoblja.

6.5. Povrat sredstava za glavnu opremu bit će na snazi po punoj stopi do datuma prestanka operacija od strane prinosnika postrojbi ili okončanja misije te će nakon toga biti izračunata po 50 posto od stopa dogovorenih u ovom MOU do datuma odlaska opreme.

6.6 Povrat sredstava za samoodržavanje bit će na snazi po punoj stopi do datuma prestanka operacija od strane prinosnika postrojbi ili prestanka misije te će nakon toga biti umanjen na 50 posto stopa dogovorenih u ovom MOU, izračunato prema preostaloj stvarnoj snazi razmještenih postrojbi dok svo osoblje kontingenta ne napusti područje misije.

6.7. Kada Ujedinjeni narodi ispregovaraju ugovor za povrat opreme a otpremnik premaši rok počeka od 14 dana nakon očekivanog datuma dolaska, prinosniku postrojbi će Ujedinjeni narodi izvršiti povrat sredstava po stopi najma bez obveze održavanja od očekivanog datuma dolaska do stvarnog datuma dolaska.

Članak 7.

Opći uvjeti

7.1 Stranke su suglasne da se doprinos Vlade kao i potpora od strane Ujedinjenih naroda rukovode općim uvjetima koji su navedeni u odgovarajućim dodacima.

Članak 7. bis

Standardi ponašanja Ujedinjenih naroda

7.2 Vlada će osigurati da se od svih članova nacionalnog kontingenta Vlade zahtjeva da zadovolje standarde ponašanja Ujedinjenih naroda navedene u Dodatku H ovog Memoranduma o suglasnosti.

7.3 Vlada će osigurati da svi članovi njezinog nacionalnog kontingenta budu upoznati i u potpunosti razumiju standarde ponašanja Ujedinjenih naroda. U tu svrhu će Vlada, između ostalog, osigurati da svi članovi njezinog nacionalnog kontingenta prije upućivanja dobiju odgovarajuću i učinkovitu obuku iz ovih standarda.

7.4 Ujedinjeni narodi će nastaviti nacionalnim kontingentima osiguravati materijale za obuku o standardima ponašanja Ujedinjenih naroda za specifičnu misiju, pravila i propise koji su specifični za misiju i primjenjive lokalne zakone i propise. Nadalje, Ujedinjeni narodi će provoditi odgovarajuću i učinkovitu uvodnu obuku i obuku tijekom dodjele misije radi upotpunjavanja obuke prije upućivanja.

Članak 7. ter

Stega

7.5 Vlada potvrđuje da je zapovjednik njezinog nacionalnog kontingenta odgovoran za stegu i red svih pripadnika kontingenta dok su dodijeljeni UNDOF-u. Vlada u skladu s time poduzima korake da zapovjednik njezinog nacionalnog kontingenta ima potrebne ovlasti i poduzima sve potrebne mjere da

održi stegu i red među svim pripadnicima nacionalnog kontingenta kako bi se osiguralo uđovoljavanje standardima ponašanja Ujedinjenih naroda, pravilima i propisima koji su specifični za misiju i obvezama prema nacionalnim i lokalnim zakonima i pravilima u skladu sa sporazumom o pravnom položaju snaga.

7.6 Vlada poduzima korake kako bi osigurala da, pod uvjetima bilo kojih primjenjivih nacionalnih zakona, zapovjednik njezinog nacionalnog kontingenta redovito informira zapovjednika snaga o bilo kojim ozbiljnim pitanjima koja uključuju stegu i red kod pripadnika njezinog nacionalnog kontingenta, uključujući sve stegovne radnje koje su poduzete zbog kršenja standarda ponašanja Ujedinjenih naroda te pravila i propisa koji su specifični za misiju ili zbog propusta u poštivanju lokalnih zakona i propisa.

7.7. Vlada će osigurati da zapovjednik njezinog nacionalnog kontingenta prije upućivanja dobije odgovarajući i učinkovitu obuku o pravilnom vršenju njegove ili njezine odgovornosti za održavanje stege i reda između svih pripadnika kontingenta.

7.8. Ujedinjeni narodi će pomoći Vladi u ispunjavanju njezinih zahtjeva na temelju gore navedenog stavka 3., organiziranjem sjednica za obuku zapovjednika nakon njihovog dolaska u misiju o standardima ponašanja Ujedinjenih naroda, pravilima i propisima specifičnim za misiju i lokalnim zakonima i propisima.

7.9 Vlada će upotrijebiti svoja sredstva za slobodno vrijeme i rekreaciju kako bi pripadnicima svojega kontingenta u misiji osigurala adekvatne prostore za slobodno vrijeme i rekreaciju.

Članak 7. quater

Istrage

7.10. Podrazumijeva se da Vlada ima primarnu odgovornost istražiti bilo koja djela propusta ili teškog propusta koji počini pripadnik njezinog nacionalnog kontingenta.

7.11. U slučaju da Vlada ima prima facie temelje koji ukazuju da je bilo koji pripadnik njezinog nacionalnog kontingenta počinio teški propust, bez odgode će obavijestiti Ujedinjene narode i proslijediti slučaj do njezinog odgovarajućeg nacionalnog nadležnog tijela u svrhu istrage.

7.12. U slučaju da Ujedinjeni narodi imaju prima facie temelje koji ukazuju da je bilo koji pripadnik nacionalnog kontingenta počinio propust ili teški propust, Ujedinjeni narodi će bez odgode informirati Vladu. Ukoliko je potrebno radi očuvanja dokaza i gdje Vlada ne provodi postupke za utvrđivanje činjenica, Ujedinjeni narodi mogu, u slučajevima teškog propusta, kako je prikladno, gdje su Ujedinjeni narodi obavijestili Vladu o navodu, pokrenuti preliminarnu istragu za utvrđivanje činjenica o stvari dok Vlada ne započne vlastitu istragu. U svezi s time, razumljivo je da će bilo koja takva preliminarna istraga za utvrđivanje činjenica, biti provedena od strane odgovarajućeg istražnog ureda Ujedinjenih naroda, uključujući Ured internih nadzornih službi, u skladu s pravilima Organizacije. Bilo koja takva preliminarna istraga za utvrđivanje činjenica uključit će predstavnika Vlade kao dio istražnog tima. Ujedinjeni narodi će Vladi, bez odgode na njen zahtjev, dati potpuno izvješće o svojoj preliminarnoj istrazi za utvrđivanje činjenica.

7.13. U slučaju da Vlada ne obavijesti Ujedinjene narode čim je prije moguće, a najkasnije u roku od 10 radnih dana od obavijesti Ujedinjenih naroda, da će započeti s vlastitom istragom navodnog teškog propusta, smarat će se da Vlada ne želi ili nije u mogućnosti provesti takvu istragu i Ujedinjeni narodi mogu, kako je prikladno, bez odlaganja pokrenuti administrativnu istragu navodnog teškog propusta. Administrativna istraga koju provode Ujedinjeni narodi u pogledu bilo kojeg pripadnika nacionalnog kontingenta, poštivat će ona zakonska prava redovnog puta pravne zaštite koji su mu/joj osigurani

nacionalnim i međunarodnim pravom. Bilo koja takva administrativna istraga uključuje kao dio istražnog tima, predstavnika Vlade ukoliko ga Vlada osigura. U slučaju da Vlada ipak odluči pokrenuti vlastitu istragu, Ujedinjeni narodi bez odgode daju Vladi sve dostupne materijale o slučaju. U slučajevima gdje je završena administrativna istraga Ujedinjenih naroda, Ujedinjeni narodi će Vladi dati nalaze i dokaze prikupljene tijekom istrage.

7.14. U slučaju administrativne istrage Ujedinjenih naroda o mogućem teškom propustu od strane bilo kojeg pripadnika nacionalnog kontingenta, Vlada je suglasna dati uputu zapovjedniku svojeg nacionalnog kontingenta da surađuje i dijeli dokumentaciju i informacije, u skladu s primjenjivim nacionalnim zakonima, uključujući vojne zakone. Vlada se također obvezuje, putem zapovjednika svojeg nacionalnog kontingenta, dati uputu pripadnicima svojeg nacionalnog kontingenta, da surađuju u takvoj istrazi Ujedinjenih naroda, u skladu s primjenjivim nacionalnim zakonima, uključujući vojne zakone.

7.15. Kad Vlada odluči započeti vlastitu istragu i odredi ili pošalje jednog ili više dužnosnika da istraže slučaj, odmah će obavijestiti Ujedinjene narode o toj odluci, uključujući identitete dotičnog jednog ili više dužnosnika (u daljem tekstu «nacionalni istražni časnici»).

7.16. Ujedinjeni narodi su suglasni da u potpunosti surađuju i dijele dokumentaciju i informacije s odgovarajućim nadležnim tijelima Vlade, uključujući bilo koje nacionalne istražne časnice koji istražuju mogući propust ili teški propust od strane bilo kojeg pripadnika Vladinog nacionalnog kontingenta.

7.17. Na temelju zahtjeva Vlade, Ujedinjeni narodi će surađivati s nadležnim tijelima Vlade, uključujući bilo koje nacionalne istražne časnice, koji istražuju mogući propust ili teški propust od strane pripadnika njezinog nacionalnog kontingenta u suradnji s drugim Vladama koji doprinose s osobnjem u potpori UNDOF-u, kao i s nadležnim tijelima u području misije, u svrhu olakšanja provođenja tih istraga. Ujedinjeni narodi će s ovim ciljem poduzeti sve moguće mјere za dobivanje pristanka od državnih tijela domaćina. Nadležna tijela Vlade osigurat će da prethodno odobrenje za pristup bilo kojoj žrtvi ili svjedoku koji nije pripadnik nacionalnog kontingenta, kao i za prikupljanje ili osiguranje dokaza koji nisu u vlasništvu i pod kontrolom nacionalnog kontingenta, bude dobiveno od nadležnih tijela države primateljice.

7.18. U slučajevima gdje su nacionalni istražni časnici poslati u područje misije, oni će voditi istrage. Uloga istražitelja Ujedinjenih naroda u takvim slučajevima će biti pomagati nacionalnim istražnim časnicima, ukoliko je potrebno, u provođenju njihovih istraga u smislu npr. identifikacije i ispitivanja svjedoka, bilježenja izjava svjedoka, prikupljanja dokumentacije i forenzičkih dokaza te pružanje administrativne kao i logističke pomoći.

7.19. U skladu s primjenjivim nacionalnim zakonima i propisima Vlada će Ujedinjenim narodima dati nalaze istraga koje su provedene od strane njezinih nadležnih tijela, uključujući bilo kojih nacionalnih istražnih časnika, u mogućim slučajevima propusta ili teškog propusta od strane bilo kojeg pripadnika njezinog nacionalnog kontingenta.

7.20. Kada su nacionalni istražni časnici razmješteni u području misije, uživat će isti pravni položaj kao da su pripadnici njihovog kontingenta dok su u području misije ili države primateljice.

7.21. Na temelju zahtjeva Vlade, Ujedinjeni narodi će nacionalnim istražnim časnicima pružiti administrativnu i logističku potporu dok su u području misije ili države primateljice. Glavni tajnik će pružiti, u skladu sa svojim ovlastima, odgovarajuću finansijsku potporu za razmjehstaj nacionalnih istražnih časnika, u situacijama gdje Ujedinjeni narodi traže njihovo prisustvo, uobičajeno Odjel mirovnih operacija, i gdje se finansijska potpora traži od strane Vlade. Ujedinjeni narodi će od Vlade tražiti da razmjesti nacionalne istražne časnice u slučaju visokorizičnih složenih pitanja i u slučajevima

teškog propusta. Ovaj stavak ne prejudicira suvereno pravo Vlade da istraži bilo koji propust pripadnika svojeg kontingenta.

Članak 7. quinquiens

Provedba nadležnosti od strane Vlade

7.22. Vojni pripadnici i bilo koji civilni pripadnici koji podliježu nacionalnom vojnem zakonu nacionalnog kontingenta kojeg je osigurala Vlada, podliježu isključivoj nadležnosti Vlade u pogledu bilo kojih kaznenih djela ili prekršaja koji mogu biti počinjeni dok su upućeni u vojnu komponentu UNDOF-a. Vlada uvjerava Ujedinjene narode da će provoditi takvu nadležnost u pogledu takvih kaznenih djela ili prekršaja.

7.23. Vlada nadalje uvjerava Ujedinjene narode da će provoditi takvu stegovnu nadležnost koja može biti potrebna u pogledu svih drugih slučajeva propusta počinjenog od bilo kojeg pripadnika Vladinog nacionalnog kontingenta dok su upućeni u vojnu komponentu UNDOF-a koji ne prelaze u kaznena djela ili prekršaje.

Članak 7. sexiens

Odgovornost

7.24. Ukoliko istraga Ujedinjenih naroda ili istraga koju provode nadležna tijela Vlade zaključi da su sumnje u propust od strane bilo kojeg pripadnika Vladinog nacionalnog kontingenta osnovane, Vlada će osigurati da se slučaj proslijedi odgovarajućim tijelima na odgovarajući postupak. Vlada je suglasna da će ta tijela donijeti odluku na isti način na koji bi je donijele u pogledu bilo kojeg drugog prekršaja ili stegovnog prekršaja slične prirode prema njezinim zakonima ili mjerodavnom stegovniku. Vlada je suglasna redovno obavještavati glavnog tajnika o napretku, uključujući ishod slučaja.

7.25. Ukoliko istraga Ujedinjenih naroda, u skladu s odgovarajućim postupkom ili Vladina istraga zaključi da sumnje u propuste zapovjednika kontingenta da:

- (a) surađuje u istrazi Ujedinjenih naroda u skladu s člankom 7. quarter stavkom 3.(b), što podrazumijeva da zapovjednik neće učiniti propust u suradnji samo udovoljavajući njegovim ili njezinim nacionalnim zakonima i propisima ili Vladinoj istrazi; ili
- (b) vrši učinkovito zapovijedanje i nadzor; ili
- (c) odmah izvijesti odgovarajuća tijela ili poduzme radnju u pogledu navoda o propustima koji su mu prijavljeni, a osnovani su, Vlada će osigurati da se slučaj proslijedi njenim odgovarajućim tijelima na redovno postupanje. Ispunjavanje ovih aspekata će biti ocijenjeno u izvještaju o radu zapovjednika kontingenta.

7.26. Vlada razumije važnost rješavanja pitanja vezanih za utvrđivanje očinstva u koje je uključen pripadnik njezinog kontingenta. Vlada će, granicama svojih nacionalnih zakona, nastojati olakšati takve zahtjeve koji su joj podnijeti od strane Ujedinjenih naroda radi proslijđivanja odgovarajućim nacionalnim tijelima. U slučaju da nacionalni zakoni Vlade ne priznaju pravnu sposobnost Ujedinjenih naroda da podnose takve zahtjeve, oni će biti podneseni Vladi od strane odgovarajućih tijela države primateljice, u skladu s primjenjivim postupcima. Ujedinjeni narodi moraju osigurati da su takvi zahtjevi popraćeni potrebnim nepobitnim dokazima poput uzorka DNA djeteta kada je to propisano Vladinim nacionalnim zakonom.

7.27. Imajući na umu obvezu zapovjednika kontingenta da održava stegu i red unutar kontingenta, Ujedinjeni narodi, putem zapovjednika snaga, osigurat će da je kontingent razmješten u misiju u skladu sa sporazumom između Ujedinjenih naroda i Vlade. Bilo koje ponovno razmještanje izvan sporazuma, bit će izvršeno s odobrenjem Vlade ili zapovjednika kontingenta, u skladu s primjenjivim nacionalnim postupcima.

Članak 8.

Posebni uvjeti

8.1 Čimbenik uvjeta okoliša: 0.0%

8.2 Intenzitet operativnih čimbenika: 0.0%

8.3 Neprijateljsko djelovanje/čimbenik prisilnog napuštanja: 0.0%

8.4 Uvećani čimbenik prijevoza: Udaljenost između luke ukrcaja u matičnoj državi i luke ulaska u području misije procijenjena je na 2,248 kilometara (1,214 nautičkih milja). Čimbenik je postavljen na 0.25% posto stope povrata sredstava.

8.5 Slijedeće lokacije su dogovorene izvorne lokacije i luke ulaska i izlaska u svrhu dogovora o prijevozu za pokrete postrojbi i opreme:

Postrojba:

Zračna luka/luka ulaska/izlaska (u državi prinosnika postrojbi):	Zagreb, Hrvatska
Zračna luka/luka ulaska/izlaska (u području operacija):	Damask, Sirija

Napomena: osoblje može biti vraćeno na drugu lokaciju koju je odredio prinosnik postrojbi; međutim maksimalni trošak za Ujedinjene narode bit će trošak za dogovorenu izvornu lokaciju. Gdje se rotacijom okuplja osoblje iz različite luke izlaska, ova luka će postati dogovorenata luka ulaska za to osoblje.

Oprema:

Izvorna lokacija:	Zagreb, Hrvatska
Morska luka ukrcaja/iskrcaja	Split, Hrvatska
Luka ukrcaja/iskrcaja (na odredištu)	Haifa, Izrael

Članak 9.

Potraživanja treće strane

9. Ujedinjeni narodi će biti odgovorni za rješavanje bilo kojih potraživanja treće strane kada je gubitak ili šteta na njihovoj imovini ili smrt ili osobna povreda, uzrokovana od strane osoblja ili opreme koju je dala Vlada za obavljanje usluga ili bilo koje druge aktivnosti ili operacije u okviru ovog MOU. Međutim, ukoliko je gubitak, šteta, smrt ili povreda proizašla iz krajnje nepažnje ili namjernog propusta osoblja koje je dala Vlada, Vlada će biti odgovorna za takva potraživanja.

Članak 10.Naknada

10. Vlada će Ujedinjenim narodima izvršiti povrat sredstava za gubitak ili štetu nanesenu opremi i imovini u vlasništvu Ujedinjenih naroda koju je prouzrokovalo osoblje ili oprema koju je dala Vlada ukoliko se takav gubitak ili šteta (a) dogodio izvan provođenja usluga ili bilo koje druge aktivnosti ili operacije u okviru ovog MOU ili (b) je nastao ili rezultira iz krajnje nepažnje ili namjernog propusta osoblja koje je dala Vlada.

Članak 11.Dodatni dogovori

11. Stranke mogu sklopiti dodatne pisane dogovore ovom MOU.

Članak 12.Izmjene i dopune

12. Bilo koja od stranaka može zatražiti preispitivanje stupnja doprinosa koji podliježe povratu sredstava od strane Ujedinjenih naroda ili stupnju nacionalne potpore kako bi osigurala kompatibilnost s operativnim zahtjevima misije i Vlade. Ovaj MOU može biti izmijenjen i dopunjen samo uz pisani pristanak Vlade i Ujedinjenih naroda.

Članak 13.Rješavanje sporova

13.1. UNDOF će uspostaviti mehanizam unutar misije kako bi raspravio i riješio, miroljubivo putem pregovora u duhu suradnje, razlike nastale u primjeni ovog MOU. Ovaj mehanizam će se sastojati od dva stupnja rješavanja sporova:

- (a) prvi stupanj: direktor potpore misije (DMS)/glavni časnik potpore misije (CMS), u dogovoru s zapovjednikom snaga (FC) i zapovjednikom kontingenta, pokušat će postići rješenje spora pregovorima; i
- (b) drugi stupanj: Ukoliko pregovori u prvom stupnju ne rješe spor, predstavnik Stalne misije države članice i zamjenik glavnog tajnika, Odjel mirovnih operacija, ili njegov predstavnik će, na traženje bilo koje od stranaka, pokušati postići rješenje spora putem pregovora.

13.2 Sporovi koji nisu riješeni na način predviđen u gore navedenom stavku 13.1 mogu se podnijeti obostrano dogovorenom miritelju ili posredniku kojeg je imenovao predsjednik Međunarodnog suda pravde, u slučaju neuspjeha, spor može biti podnesen arbitraži na zahtjev bilo koje od stranaka. Svaka stranka će imenovati jednog arbitra i dva tako imenovana arbitra imenovati će trećega, koji će biti predsjednik. Ukoliko u roku od trideset dana od zahtjeva za arbitražom, bilo koja od stranaka nije imenovala arbitra ili ukoliko u roku od trideset dana od imenovanja dva arbitra treći arbitar nije imenovan, bilo koja od stranaka može zatražiti od predsjednika Međunarodnog suda pravde da imenuje arbitra. Postupci za arbitražu bit će utvrđeni od strane arbitara, a svaka stranka će snositi svoje troškove. Arbitražna odluka sadržavat će izjavu o razlozima na kojima je utemeljena i bit će prihvaćena od stranaka kao konačno rješenje spora. Arbitri neće imati ovlasti dosuditi dobit ili kaznenu naknadu štete.

Članak 14.Stupanje na snagu

14. Ovaj MOU privremeno se primjenjuje od 14. svibnja 2008., a stupa na snagu datumom kada Ujedinjeni narodi prime obavijest Vlade o okončanju unutarnjih pravnih postupaka predviđenih zakonodavstvom Republike Hrvatske za njegovo stupanje na snagu. Financijske obveze Ujedinjenih naroda u pogledu povrata sredstava osoblju počinju od datuma dolaska osoblja u područje misije i ostat će na snazi do datuma odlaska osoblja iz područja misije prema dogovorenom planu povlačenja ili datumu stvarnog odlaska gdje se kašnjenje može pripisati Ujedinjenim narodima.

Članak 15.Prestanak

15. Stranke će dogovoriti načine prestanka nakon međusobnih konzultacija.

U POTVRDU NAVEDENOG, Vlada Republike Hrvatske i Ujedinjeni narodi potpisali su ovaj Memorandum o suglasnosti.

Potpisano u New Yorku, dana 7. prosinca 2009. u dva izvornika na engleskom jeziku.

Za Ujedinjene narode

Suzana Malcorra, v.r.
pomoćnica glavnog tajnika
za potporu na terenu
Ujedinjenih naroda

Za Vladu Republike Hrvatske

Ranko Vilović, v.r.
stalni predstavnik
Republike Hrvatske
pri Ujedinjenim narodima

DODATAK A

**Osoblje koje osigurava Vlada
UNDOF – Pješački kontingent – Hrvatska**

1 – Zahtjevi

1. Vlada je suglasna osigurati slijedeće osoblje:

Za razdoblje od 14. svibnja 2008.

POSTROJBA/POTPOSTROJBA	KOLIČINA	PRIMJEDBA
Osoblje HQ UNDOF-a (nepromjenjiva snaga)	1	Stalan broj mesta FHQ stožernih časnika rezerviranih za Hrvatsku određenih za MSA. Vidi napomene 1 i 2
Potpore HQ UNDOF-a	14	Stalan broj mesta potpore (nisu MSA mjesta) rezerviranih za Hrvatsku. Vidi napomenu 3
Pješački kontingent	80	Stalan broj mesta odobrenih za kontingent
Ukupno	95	
Osoblje HQ UNDOF-a (podjeljena snaga)	0	FHQ stožerni časnici na mjestima sa podjeljenim dužnostima s ostalim prinosnicima postrojbi na bazi rotacije. Ova mjesta su određena za MSA. Vidi napomene 1 i 4

Napomena 1: 1. srpnja 2007. stupila je na snagu nova politika na temelju koje će osoblje koje služi na određenim mjestima u HQ UNDOF-a, dobivati doplatak za životne troškove u misiji (MSA) i da Vlada neće primati isplatu za troškove postrojbi za ta ista mesta. Ova politika primjenjena je i za UNDOF stupila na snagu 1. rujna 2007.

Napomena 2: Broj stožernih časnika svih činova i kvalifikacija kako je dogovoren između TC-a i DPKO-a. Ovo predstavlja stalan broj mesta rezerviranih za Hrvatsku. Ova mjesta su određena za doplatak za životne troškove u misiji (MSA). Troškovi postrojbi nisu podložni povratu sredstava Vladi za ova mesta.

Napomena 3: Broj vojnog osoblja svih činova i kvalifikacija kako je dogovoren između TC-a i DPKO-a. Ovo predstavlja stalan broj mesta rezerviran za Hrvatsku. Dužnosti ovih mesta nisu određene za doplatak za životne troškove u misiji (MSA). Troškovi postrojbi podložni su povratu sredstava Vladi za ova mesta.

Napomena 4: Broj stožernih časnika svih činova i kvalifikacija kako je dogovoren između TC-a i DPKO-a. Ova mjesta su određena za podjeljene dužnosti s drugim prinosnikom (prinosnicima) postrojbi na bazi rotacije. Ovdje naznačena snaga osoblja predstavlja maksimalan odobren broj kad je Hrvatska odredila svoj potencijalni puni broj podjeljenih mesta. Stvarni broj razmještenog osoblja može varirati od jednog do drugog razdoblja i ukupna snaga može biti manja od maksimalno odobrene. Točan broj mesta stožernih časnika javit će se nakon neformalnih rasprava i sporazuma, putem službene prepiske Ureda za vojne poslove/DPKO Vladi, na periodičnoj osnovi. Ova mjesta su određena za doplatak za životne troškove u misiji (MSA). Troškovi postrojbi nisu podložni povratu sredstava Vladi za ova mesta.

Napomena 5: Vlada može dati dodatno osoblje kao nacionalni zapovjedni element (NCE) ili nacionalni element potpore (NSE) na vlastiti trošak. Neće biti plaćanja za troškove postrojbi, rotaciju ili samoodržavanje i drugih finansijskih obveza za Ujedinjene narode za osoblje NSE.

2 – Povrat sredstava

2. Vladi će se izvršiti povrat sredstava kako slijedi:
 - a. troškovi postrojbi po stopi od \$1,028 mjesечно po pripadniku kontingenta;
 - b. odjeća za osoblje, oprema i dodatak za snabdijevanje po stopi od \$68 mjesечно po pripadniku kontingenta. Preporučena zahtjevana vojnička oprema navedena je u Prilogu 1.;
 - c. osobno naoružanje i školsko streljivo po stopi od \$5 mjesечно po pripadniku kontingenta; i
 - d. dodatak za specijaliste po stopi od \$303 mjesечно za 10% snage osoblja kontingenta.

3. Osoblje kontingenta će neposredno od mirovne misije primati dnevnicu od \$1.28 plus dodatak za rekreacijski odmor od \$10.50 po danu za do 7 dana dopusta koji se koristi tijekom razdoblja od svakih 6 mjeseci.

3 – Opći uvjeti za osoblje

4. Vlada će osigurati da osoblje kojeg daje zadovoljava standarde koji su utvrđeni od strane Ujedinjenih naroda za službu u UNDOF-u, između ostalog, s obzirom na čin, iskustvo, fizičku spremu, specijalizaciju i poznavanje jezika. Osoblje će biti obučeno na opremi koju contingent dobije i djelovat će u skladu s bilo kojim politikama i postupcima koje Ujedinjeni narodi mogu odrediti u pogledu zdravstvenih ili drugih potvrda, cijepljenja, putovanja, otpreme, dopusta ili drugih prava
5. Tijekom razdoblja u kojem su dodijeljeni UNDOF-u, Vlada će biti odgovorna za plaćanje bilo kojih dohodaka, dodataka i beneficija koji mogu pripadati njezinom osoblju prema nacionalnim dogovorima.
6. Ujedinjeni narodi će Vladi prenijeti sve informacije koje se odnose na osoblje, uključujući pitanja odgovornosti za gubitak ili štetu na vlasništvu Ujedinjenih naroda i zahtjeve za kompenzaciju u slučaju smrti, ozljede ili bolesti koja se može pripisati službi u Ujedinjenim narodima i/ili gubitku osobne imovine. S potraživanjima za smrt i invalidnost (D&D) postupat će se u skladu s rezolucijom Opće skupštine 52/177 od 18. prosinca 1997.

7. Bilo koje osoblje iznad snage koja je odobrena u ovom MOU nacionalna je odgovornost i ne podliježe povratu sredstava ili potpori od strane Ujedinjenih naroda. Takvo osoblje može biti razmješteno u UNDOF uz prethodno odobrenje Ujedinjenih naroda ukoliko prinosnik postrojbi i Ujedinjeni narodi ocijene da su potrebni u nacionalne svrhe, primjerice da upravljaju komunikacijskom opremom za nacionalnu pozadinsku vezu. Ovo osoblje će biti dio kontingenta i kao takvo, uživa pravni položaj pripadnika UNDOF-a. Prinosnik postrojbi ipak neće dobiti povrat sredstava u pogledu ovog osoblja i Ujedinjeni narodi neće prihvati bilo kakvu financijsku obvezu ili odgovornost u svezi s takvim osobljem. Bilo kakva potpora ili usluge bit će zatraženi iz povrata sredstava plativih od strane prinosnika postrojbi.

8. Osoblje koje je razmješteno na zahtjev Ujedinjenih naroda za specifične zadaće ograničenog trajanja može biti obuhvaćeno dodatnim dogovorima ovom MOU, kako je primjereno.

9. Civilno osoblje kojeg daje Vlada i koje služi kao dio formiranog tijela postrojbi, bit će asimilirano s vojnim pripadnicima formiranih tijela postrojbi u svrhu ovog MOU.

10. Opći administrativni i financijski dogovori primjenjivi na pribavljanje vojnog i drugog osoblja bit će oni koji su prikazani u Smjernicama za prinosnike postrojbi u Dodatku G.

PRILOG 1. DODATKU A

VOJNIČKA OPREMA – PREPORUČENI ZAHTJEV ZA SPECIFIČNU MISIJU

1. Kako bi se osiguralo da su postrojbe operativne, slijedeći popis zahtjevanih stavki je identificiran kao minimalna preporučena operativna oprema:

DIJELOVI ODORE		Minimalna količina
Borbena odora, lagana		2
Košulja, dugi rukavi		4
Pulover odore		1
Remen, pleteni		1
Oprema za nošenje tereta /Pancirka	puni komplet	1
Džepni rupčić		6
Potkošulja		4
Gaće		4
Ručnik za ruke		2
Čizme, borbene	par	2
Čarape (ljetne, zimske)	par	4
Čizme, gumene	par	1
Vodootporna odjeća	komplet	1

DIJELOVI OPREME		Minimalna količina
Kaciga, borbena		1
Pancirka, dijelovi		1
Ruksak		1
Čutura, voda		1
Četkica za zube		1
Mreža protiv komaraca i sredstvo za zaštitu od insekta		1
Putna torba		1
Kompas		1
Pribor za prvu pomoć		1
Pribor za preživljavanje (zviždaljka, ogledalo)		1
Džepna lampa		1
Zaštitne slušalice za uši	par	1 (alternativno: najmanje 6 pari, prigušivači za uši)
Vreća za spavanje s dvije podstave		1
Porcija za jelo i šalica	komplet	1
Nož, žlica, vilica	komplet	1

PREPORUČENI PREDMETI		Količina
Sportska odjeća i oprema		

**Glavna oprema koju osigurava Vlada
UNDOF – Pješački kontingent – Hrvatska**

1 – Zahtjev

Način povrata sredstava: Najam uz obvezu održavanja

Glavna oprema, kako je definirano u Priručniku za opremu u vlasništvu kontingenta, nije razmještena od strane Vlade. Stoga je ovaj Dodatak namjerno ostavljenim praznim.

**Samoodržavanje
UNDOF – Pješački kontingent – Hrvatska**

1 – Zahtjev

Za razdoblje 14. svibnja 2008. - 30. lipnja 2008.

Čimbenici:	-okolišni: -intenzivirani operativni: -neprijateljsko djelovanje/prisilno napuštanje:	00.00% 00.00% 00.00%
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Kategorija		Mjesečna stopa US\$ bez faktora	Mjesečna stopa US\$ uključujući faktore	Osoblje snaga najviše	Ukupni mjesecni povrat sredstava uključujući fakture
Pribavljanje hrane	-opće	26,33	26,33	0	0,00
Komunikacije	-HF -telefon -VHF/UHF-FM	16,95 14,07 48,48	16,95 14,07 48,48	0 0 0	0,00 0,00 0,00
Ured	-opće	22,72	22,72	0	0,00
Električni	-opće	27,85	27,85	0	0,00
Manji radovi	-opće	15,95	15,95	0	0,00
Uništavanje ubojitih sredstava	-opće	7,27	7,27	0	0,00
Pranje rublja i čišćenje	-opće	22,05	22,05	0	0,00
Smještaj u šatorima	-opće	22,60	22,60	0	0,00
Smještaj	-opće	38,52	38,52	0	0,00
Medicinski	-osnovni -krv i krvni proizvodi -stomatološki isključivo -visokorizična područja (epidemiološki) -samo laboratorij -Razina 1 -Razina 2 i 3 kombinirane (uklj. stomatološki i laboratorij) -Razina 2 (uklj. stomatološki i laboratorij) -Razina 3 (uklj. stomatološki i laboratorij)	2,00 2,20 2,50 8,70 4,50 13,23 35,44 20,63 25,13	2,00 2,20 2,50 8,70 4,50 13,23 35,44 20,63 25,13	0 0 0 0 0 0 0 0 0	0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00
Osmatranje	-opće -noćno osmatranje -pozicioniranje	1,07 23,95 5,45	1,07 23,95 5,45	0 0 0	0,00 0,00 0,00
Identifikacija	-opće	1,06	1,06	0	0,00
ABK zaštita	-opće	25,59	25,59	0	0,00
Vojni dućani na terenu	-opće	33,62	33,62	0	0,00
Razni dućani mješovite robe	-posteljina -namještaj -rekreacija i slobodno vrijeme	15,13 22,03 6,01	15,13 22,03 6,01	0 0 94	0,00 0,00 564,94
Jedinstvena oprema/služba	-opće	0,00	0,00	0	0,00

UKUPNO US\$: 564,94

C-1-1

**Samoodržavanje
UNDOF – Pješački kontingent – Hrvatska
1 – Zahtjev**

Za razdoblje od 01. srpnja 2008.

Čimbenici:	-okolišni: -intenzivirani operativni: -neprijateljsko djelovanje/prisilno napuštanje:	00.00% 00.00% 00.00%
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Kategorija		Mjesečna stopa US\$ bez faktora	Mjesečna stopa US\$ uključujući faktore	Osoblje snaga najviše	Ukupni mjesecni povrat sredstava uključujući faktore
Pribavljanje hrane	-opće	27,13	27,13	0	0,00
Komunikacije	-HF -telefon -VHF/UHF-FM	17,82 14,30 49,39	17,82 14,30 49,39	0 0 0	0,00 0,00 0,00
Ured	-opće	23,33	23,33	0	0,00
Električni	-opće	28,05	28,05	0	0,00
Manji radovi	-opće	16,49	16,49	0	0,00
Uništavanje ubojitih sredstava	-opće	7,52	7,52	0	0,00
Pranje rublja i čišćenje	-opće	22,51	22,51	0	0,00
Smještaj u šatorima	-opće	23,58	23,58	0	0,00
Smještaj	-opće	38,47	38,47	0	0,00
Protupožarni	-osnovni protupožarni -otkrivanje požara i uzbuna	0,16 0,13	0,16 0,13	0 0	0,00 0,00
Medicinski	-osnovni -krv i krvni proizvodi -stomatološki isključivo -visokorizična područja (epidemiološki) -samo laboratorij -Razina 1 -Razina 2&3 komb. (uklj. stomat. i lab.) -Razina 2 (uklj. stomatološki i laboratorij) -Razina 3 (uklj. stomatološki i laboratorij)	2,04 2,24 2,51 8,81 4,51 14,03 35,36 20,77 25,19	2,04 2,24 2,51 8,81 4,51 14,03 35,36 20,77 25,19	0 0 0 0 0 0 0 0 0	0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00
Osmatranje	-opće -noćno osmatranje -pozicioniranje	1,15 24,58 5,78	1,15 24,58 5,78	0 0 0	0,00 0,00 0,00
Identifikacija	-opće	1,09	1,09	0	0,00
ABK zaštita	-opće	26,24	26,24	0	0,00
Vojni dućani na terenu	-opće	33,65	33,65	0	0,00
Razni dućani mješovite robe	-posteljina -namještaj -pristup internetu -rekreacija i slob. vrijeme	16,79 22,58 2,76 6,31	16,79 22,58 2,76 6,31	0 0 94 94	0,00 0,00 259,44 593,14
Jedinstvena oprema/služba	-opće	0,00	0,00	0	0,00

UKUPNO US\$: 852,58

C-2-1

**Samoodržavanje
UNDOF – Pješački kontingent – Hrvatska**

1 – Zahtjev

Za razdoblje od 01. srpnja 2008.

Čimbenici:	-okolišni: 00.00%
	-intenzivirani operativni: 00.00%
	-neprijateljsko djelovanje/prisilno napuštanje: 00.00%

Kategorija	Mjesečna stopa US\$ bez faktora	Mjesečna stopa US\$ uključujući faktore	Osoblje snaga najviše	Ukupni mjesecni povrat sredstava uključujući faktore

Napomene:

1. Stope rastu od 01. srpnja 2008. kao prema COE radnoj skupini A/C.5/62/26.
2. Dodatkom od 2008. COE radne skupine stvorena je SS kategorija „Razni dućani mješovite robe – Internet“ od 01. srpnja 2008.
3. Rekreacija i slobodno vrijeme te internet: samo za pješački kontingent i osoblje potpore HQ UNDOF-a. FHQ stožerni časnici primaju MSA i zbog toga nisu podložni povratu sredstava.

2 – Opći uvjeti za samoodržavanje

1. Manja oprema i potrošna dobra koja su pribavljena na temelju ovog MOU ostat će vlasništvo Vlade.
2. Povrat sredstava za samoodržavanje stupać će na snagu po punim stopama do datuma prestanka operacija od strane prinosnika postrojbi ili okončanja misije i zatim biti smanjen na 50 posto od stopa koje su dogovorene u ovom MOU, izračunato prema preostaloj stvarnoj snazi razmještenih postrojbi dok svo osoblje postrojbe ne napusti područje misije.

3 – Postupci verifikacije i kontrole

3. Ujedinjeni narodi su odgovorni, u suradnji s postrojbom ili drugim ovlaštenim tijelom koje odredi prinosnik postrojbi, osigurati da oprema koju daje Vlada zadovoljava zahtjeve UNDOF-a i pribavljena je u skladu s Dodatkom C ovog MOU.
4. Na taj način Ujedinjeni narodi su ovlašteni verificirati status, stanje i količinu opreme i pruženih usluga. Vlada će odrediti osobu, uobičajeno identificiranu kroz svoju funkciju, koja je odgovorna točka kontakta za verifikaciju i pitanja kontrole.
5. Načelo pravičnosti upravljalat će postupkom verifikacije. Treba ocijeniti da li su Vlada i Ujedinjeni narodi poduzeli sve razumne mjere da zadovolje duh MOU, ako ne puni sadržaj. Vodeće načelo u utvrđivanju pravičnosti je da li će materijal kojeg pribavlja Vlada kao i Ujedinjeni narodi zadovoljiti njegovu (vojnu/operativnu) funkciju bez dodatnih troškova za Ujedinjene narode ili Vladu, osim onih koji su ugovorenih u ovom MOU.
6. Rezultat postupka kontrole koristit će se kao osnova za konzultativnu diskusiju na najnižoj mogućoj razini kako bi se korigirale nedosljednosti ili odlučilo o korektivnoj radnji koja uključuje prilagodbu dogovorene prihvatljivosti povrata sredstava. Stranke alternativno, ovisno o stupnju neispunjavanja MOU, mogu tražiti ponovno pregovaranje o opsegu doprinosa. Ni Vlada ni Ujedinjeni narodi ne bi trebali biti kažnjeni kad neprovedba rezultira iz operativne situacije u području misije.
7. Postupak verifikacije za manju opremu vezanu za osoblje i potrošnu robu sastoji se iz sljedećih tipova inspekcija:

A. Inspekcija po dolasku

Prva inspekcija bit će provedena odmah nakon dolaska u područje misije i mora biti završena u roku od jednog mjeseca. Osoba koju ovlasti Vlada mora objasniti i demonstrirati dogovorenu sposobnost samoodržavanja. Na isti način, Ujedinjeni narodi moraju položiti račun za usluge koje pružaju Ujedinjeni narodi kako je ugovoren u ovom MOU. Gdje usluge samoodržavanja već postoje u području misije kada je MOU sklopljen, prva inspekcija će biti izvršena na datum koji će biti zajednički određen od strane nadležnih tijela misije i postrojbe i mora biti završena u roku od mjesec dana od tog datuma.

B. Operativna inspekcija

Operativne inspekcije bit će provedene prema operativnim zahtjevima tijekom boravka postrojbi u području misije. Nad područjima gdje postrojba ima odgovornosti samoodržavanja inspekcija može biti izvršena u svrhu ocjene da li je sposobnost samoodržavanja dosta na i zadovoljavajuća.

C. Ostale inspekcije i izvještavanje:

Dodatne verifikacije ili inspekcije koje zapovjednik snaga ili Zapovjedništvo Ujedinjenih naroda smatra potrebnima, poput standardnog operativnog izvještavanja, mogu biti provedene.

4 – Prijevoz

8. Za troškove vezane uz prijevoz manje opreme i potrošnih dobara koja su pribavljena prema sustavu samoodržavanja, vrši se povrat sredstava za 2 posto povećanja prijevoza koji je uključen u stope navedene u Dodatku C. Nijedan drugi trošak prijevoza nije prihvatljiv za povrat sredstava za prijevoz predmeta samoodržavanja.

5 – Čimbenici upotrebe povezani s misijom

9. Čimbenici upotrebe misije kako je opisano u Dodatku F, ako je primjenjivo, bit će primjenjeni na stope povrata sredstava za samoodržavanje.

6 – Gubitak ili šteta

10. Za gubitak ili štetu učinjenu na predmetima samoodržavanja ne može se izvršiti povrat sredstava od strane Ujedinjenih naroda. Ovi slučajevi pokriveni su čimbenikom nezgoda bez krivnje i neprijateljskim djelovanjem potvrđenim od strane misije/čimbenikom prisilnog napuštanja (gdje se čimbenik misije smatra potrebnim), koji se primjenjuju na komponentu rezervnih dijelova najma uz obvezu održavanja kao i stope samoodržavanja.

PODJELA ODGOVORNOSTI ZA USLUGE SAMOODRŽAVANJA

Za razdoblje 14. svibnja - 30. lipnja 2008.

Država:	Hrvatska	Primjedbe
Postrojba:	Pješački kontingenat	
Osoblje kontingenta	80	
Osoblje za potporu HQUNDOF-a	14	
Stožerni časnik FHQ	1	mjesto stožernog časnika s MSA
Kategorije:		
Pribavljanje hrane	UN	
Komunikacije		
- VHF/UHF-FM	UN	
- HF	UN	
- telefon	UN	
Ured	UN	
Električne	UN	
Manji radovi	UN	
Uništavanje ubojitih sredstava	UN	
Pranje rublja i čišćenje	UN	
Smještaj u šatorima	ne primjenjuje se	
Protupožarni		
- osnovna protupožarna zaštita	UN	
- otkrivanje požara i uzbunjivanje	UN	
Smještaj	UN	
Medicinski		
-osnovni	AUSTRIJA	
-Razina 1	AUSTRIJA	
-Razina 2 (uključujući stomatološki i lab.)	UN	
-Razina 3 (uključujući stomatološki i lab)	UN	
-Razina 2 i 3 kombinirane (uklj. stom. i lab.)	ne primjenjuje se	
-visokorizična područja (epidemiološka)	ne primjenjuje se	
-samo laboratorij	ne primjenjuje se	
-samo stomatološki	ne primjenjuje se	
-krv i krvni proizvodi	UN	
Osmatranje		
- opće	UN	
- noćno osmatranje	ne traži se	
- pozicioniranje	ne traži se	
Identifikacija	ne traži se	
ABK zaštita	ne traži se	
Vojni dućani na terenu	UN	
Razni dućani mješovite robe		
- posteljina	UN	
- namještaj	UN	
- slobodno vrijeme i rekreacija	HRVATSKA	
Jedinstvena oprema	ne primjenjuje se	

PODJELA ODGOVORNOSTI ZA USLUGE SAMOODRŽAVANJA

Za razdoblje od 1. srpnja 2008.

Država:	Hrvatska	Primjedbe
Postrojba:	Pješački kontingent	
Osoblje kontingenta:	80	
Osoblje za potporu HQUNDOF-a	14	
Stožerni časnik FHQ	1	mjesto stožernog časnika s MSA
Kategorije:		
Pribavljanje hrane	UN	
Komunikacije		
- VHF/UHF-FM	UN	
- HF	UN	
- telefon	UN	
Ured	UN	
Električne	UN	
Manji radovi	UN	
Uništavanje ubojitih sredstava	UN	
Pranje rublja i čišćenje	UN	
Smještaj u šatorima	ne primjenjuje se	
Smještaj	UN	
Protupožarni		
- osnovna protupožarna zaštita	UN	
- otkrivanje požara i uzbunjivanje	UN	
Medicinski		
- osnovni	AUSTRIJA	
- Razina 1	AUSTRIJA	
- Razina 2 (uključujući stomatološki i lab.)	UN	
- Razina 3 (uključujući stomatološki i lab.)	UN	
- Razina 2 i 3 kombinirane (ukl. stomat. i lab.)	ne primjenjuje se	
- visokorizična područja (epidemiološka)	ne primjenjuje se	
- samo laboratorij	ne primjenjuje se	
- samo stomatološki	ne primjenjuje se	
- krv i krvni proizvodi	UN	
Osmatranje		
- opće	UN	
- noćno osmatranje	ne traži se	
- pozicioniranje	ne traži se	
Identifikacija	ne traži se	
ABK zaštita	ne traži se	
Vojni dućani na terenu	UN	
Razni dućani mješovite robe		Slobodno vrijeme i rekreacija i internet: samo za pješački kontingent i UNDOF HQ osoblje za potporu. FHQ stožerni časnici su na trošak MSA što se ne može refundirati.
- posteljina	UN	
- namještaj	UN	
- internet	HRVATSKA	
- slobodno vrijeme i rekreacija	HRVATSKA	
Jedinstvena oprema	ne primjenjuje se	

Popis predmeta koje TCC/PCC osigurava prema podkategorijama „slobodno vrijeme i rekreacija“ i „pristup internetu“

Država: HRVATSKA

Slobodno vrijeme i rekreacija

Trgovine za slobodno vrijeme i rekreaciju trebaju biti na raspolaganju svim snagama kontingenata u zapovjedništvu i u svim odvojenim postrojbama/podpostrojbama.

Trgovine za slobodno vrijeme i rekreaciju trebaju uključivati, ali nisu ograničene na njih, slijedeće stavke:

Oprema	Stavka	Količina	Primjedbe
audio-vizualna oprema za zabavu	DVD	13	
	VCR	10	
	televizija	19	
	računalo i računalne igre	N/A	
oprema za fitness	bućice	1000 kg	raspodjela prema pozicijama
	sprave za vježbanje	25	
oprema za ekipne sportove	nogomet	4	stolni nogomet
	football	N/A	
	košarka	4	
oprema za individualne sportove	tenis	4	
	stolni tenis	2	
	badminton	6	
	rukomet	N/A	
knjižnica	knjige	20	
	časopisi		
	društvene igre	N/A	
ostala oprema (značajna za kulturu kontingenta)	playstation "2"	N/A	
	kućno kino	N/A	

Pristup Internetu

Oprema	Stavka	Količina	Primjedbe
oprema za pristup Internetu			
računala		4	3 PC + 1 laptop
oprema	web kamere	N/A	
	mikrofoni	N/A	
	skeneri/pisači	7	5 pisača + 2 skenera
odgovarajuće razine održavanja (rezervni dijelovi i širina frek. područja za gore navedenu opremu)			
		N/A	

COE verifikacijski timovi slijedit će načelo razumnosti i fleksibilnosti u procjeni TCC/PCC pridržavanja standarda u podkategorijama „trgovine za slobodno vrijeme i rekreaciju“ i „pristup Internetu“

Dodatak D

**NAČELA VERIFIKACIJE I STANDARDI RADA ZA GLAVNU OPREMU KOJA JE
OSIGURANA NA TEMELJU DOGOVORA O NAJMU UZ OBVEZU ODRŽAVANJA/BEZ
OBVEZE ODRŽAVANJA**

Glavna oprema kako je definirano u Priručniku za opremu u vlasništvu kontingenta nije razmještena od strane Vlade. Stoga je ovaj Dodatak namjerno ostavljen praznim.

Dodatak E

Načela verifikacije i standardi rada za manju opremu i potrošna dobra koja su osigurana na temelju samoodržavanja

Uvod

1. Samoodržavanje je definirano kao logistička potpora za kontingente u području mirovne misije čime prinosnik postrojbi/policije pribavlja neke ili sve kategorije logističke potpore kontingentu na osnovu povrata sredstava. Kontingent može biti samoodrživ u različitim kategorijama, ovisno o sposobnosti Ujedinjenih naroda da osiguraju potrebnu potporu i vlastitih sposobnosti kontingenta. Modularni koncept samoodržavanja temelji se na načelu da prinosnici postrojbi/policije ne mogu biti samo djelomično samoodrživi u bilo kojoj kategoriji. Tražene kategorije samoodržavanja i dodatni dogovori bit će navedeni u odnosnom MOU.

Svrha

2. Postoje provjerivi standardi po kojima se pribavljaju kategorije samoodržavanja i kasnije vrši povrat sredstava. Slijedeći standardi i uz to povezane definicije napravljeni su kako bi se primjenjivali na kategorije samoodržavanja popisane u Dodatku B Poglavlja 8. Priručnika COE. Standardi, navedeni u uvjetima operativne sposobnosti, napravljeni su da budu generički po prirodi ostavljajući da pojedinosti i načini isporuke sposobnosti budu raspravljeni između Ujedinjenih naroda i prinosnika postrojbi/policije.

Načela

3. Krovno načelo u svezi samoodržavanja je da se svi prinosnici postrojbi/policije i kontingenti pridržavaju obveza koje su preuzeли u njihovim MOU kako bi osigurali dogovorenu operativnu sposobnost. Rasprave između Ujedinjenih naroda i prinosnika postrojbi/policije rezultirat će u sporazumu o sposobnostima koje su osigurane od strane Ujedinjenih naroda i kontingenta koji se razmješta. Kao početnu točku za pregovore, Ujedinjeni narodi će identificirati i zatražiti od prinosnika postrojbi/policije one sposobnosti samoodržavanja koje ne može osigurati. Pravo prinosnika postrojbi/policije da osiguraju bilo koju ili neke kategorije samoodržavanja bit će uzete u razmatranje tijekom pregovora o MOU. Ipak, Ujedinjeni narodi odgovorni su osigurati da bilo koje usluge samoodržavanja koje daje prinosnik postrojbi/policije zadovolje minimum operativnih sposobnosti te da su kompatibilne s drugim prinosnicima postrojbi/policije gdje se traži interakcija te da je trošak za Ujedinjene narode sličan onom koji bi bio za Ujedinjene narode da centralno organiziraju ove usluge samoodržavanja.

4. Samo za one usluge čije je pribavljanje izričito dogovorenog ovim MOU od strane prinosnika postrojbi/policije moći će biti izvršen povrat sredstava po stopama nabrojenim u Poglavlju 8. Priručnika COE uz korištenje stvarne snage postrojbe do maksimuma osoblja dogovorenog na temelju MOU. Inspekcijski tim će se pozivati na dotični MOU kako bi odredili kategorije samoodržavanja koje treba pribaviti svaki contingent.

5. Da bi bio podoban za povrat sredstava za bilo koju kategoriju ili potkategoriju samoodržavanja, contingent mora osigurati svu manju opremu, održavanje i potrošna dobra povezana s tom specifičnom kategorijom ili potkategorijom. Kategorije su dalje podijeljene kako bi osigurale fleksibilnost i povrat sredstava prinosnicima postrojbi/policije samo za manju opremu i potrošna dobra koja su osigurana. Bude li contingent dobio usluge samoodržavanja od drugog kontingenta, povrat sredstava bit će izvršen prinosniku postrojbe/policije koja pruža usluge osim ako nisu sklopljeni drugi bilateralni dogовори. Kada Ujedinjeni narodi pružaju tu uslugu ili njezin dio, prinosnik postrojbi/policije ne dobiva povrat sredstava za primjenjivu kategoriju ili potkategoriju. Prinosnik postrojbi/policije može odabrati da na bilateralnoj osnovi pribavi neku manju opremu i potrošna dobra od drugog prinosnika postrojbi/policije ili od civilnog dobavljača; u tom slučaju prinosnik postrojbi/policije ostaje podoban za povrat sredstava sve dok zadovoljava operativnu sposobnost i standarde za kategorije samoodržavanja.

6. Prinosnici postrojbi/policije moraju uzeti u obzir da, kako ne bi omeli operativnu učinkovitost misije, može trebati do 90 dana za Ujedinjene narode da organiziraju dobavu i potporu za neke kategorije samoodržavanja. Stoga je vrlo bitno da Ujedinjeni narodi budu informirani čim prinosnicima postrojbi bude poznato da prinosnici postrojbi/policije neće moći ili ne želi nastaviti osiguravati jednu ili neke od sposobnosti samoodržavanja ugovorenog u MOU. U ovim slučajevima, Ujedinjeni narodi i prinosnici postrojbi/policije morat će se sporazumjeti o izmjeni i dopuni MOU kako bi Ujedinjeni narodi preuzeli odgovornost za pribavljanje kategorija samoodržavanja koje ne mogu biti podržane od strane prinosnika postrojbi/policije.

7. Gdje contingent angažira glavnu opremu za potporu samoodržavanja, odgovarajući prinosnik postrojbi/policije nema pravo na povrat sredstava za glavnu opremu nego samo na primjenjivi povrat sredstava za samoodržavanje. Mogu postojati slučajevi gdje prinosnik postrojbi/policije pruža usluge poput komunikacija i inženjerije na razini snaga; u tom slučaju može postojati pravo na povrat sredstava za glavnu opremu dok će isti predmeti na razini postrojbe biti smatrani kao manja oprema i uključeni u ukupnu osnovu troška neovisnosti i povrat sredstava za samoodržavanje. Ovi slučajevi bit će ugovoreni i navedeni u Dodacima B i C MOU gdje je primjenjivo.

8. Prinosnici postrojbi/policije odgovorni su za prijevoz povezan s ponovnom opskrbom kontingenta za potrošna dobra i manju opremu potrebnu za osiguranje samoodrživosti. Stope koje su odobrene za samoodržavanje uključuju generičku premiju do 2% kako bi kompenzirali trošak prijevoza ponovne opskrbe samoodržavanja. Prinosnici postrojbi/policije nisu podobni za dodatni povrat sredstava za prijevoz predmeta samopodržavanja.

Standardi

9. Inspeksijski tim je odgovoran za verifikaciju kategorija ili potkategorija samoodržavanja koje su dogovorene u MOU kako bi ocijenio ispunjava li se zahtevani operativni standard koji je odobren od strane Opće skupštine. Na isti način Ujedinjeni narodi moraju podnjeti račun za usluge pribavljenje od strane Ujedinjenih naroda kako je ugovoren u MOU.

Pribavljanje hrane

10. Da bi dobio stopu povrata sredstava za samoodržavanje za pribavljanje hrane, contingent mora biti sposoban hraniti svoje postrojbe/policiju s toplim i hladnim obrocima u čistom i zdravom okruženju. Kontingent mora:

- a) osigurati kuhinjske objekte i opremu, uključujući zalihe, potrošnu robu, posuđe i pribor za jelo za tabore za koje su odgovorni kako je precizirano u MOU;
- b) pribaviti zamrzivač (14 dana gdje je potrebno), hladno (7 dana) i suho skladištenje hrane za kuhinjske objekte;
- c) pribaviti kuhinjske objekte sa sposobnostima pranja posuđa vrućom vodom;
- d) osigurati da kuhinjski objekti imaju higijensku opremu koja održava čistu i zdravu okolinu.

Napomena: Gdje su potrebne hladnjake (pokretne), povrat sredstava bit će izvršen zasebno u sklopu glavne opreme.

11. Postrojba je odgovorna za održavanje i servisiranje svojih kuhinjskih objekata, uključujući svu opremu za pribavljanje hrane, rezervne dijelove i zalihe poput posuđa i pribora za jelo. Kada Ujedinjeni narodi osiguravaju ovu uslugu ekvivalentnog standarda, postrojba ne prima povrat sredstava za ovu kategoriju.

12. Hrana, voda i gorivo, ulje i mazivo nisu uključeni u stope povrata sredstava budući da ih Ujedinjeni narodi uobičajeno osiguravaju. Kada Ujedinjeni narodi nisu u mogućnosti osigurati te stavke ili za početnu opskrbu, povrat sredstava bit će izvršen od strane Ujedinjenih naroda nakon podnošenja detaljnog zahtjeva za potraživanje. Zahtjev će biti revidiran pri stožeru Ujedinjenih naroda i treba uključiti detalje opskrbe koji se traže prema Smjernicama za prinosnike postrojbi ili drugim specifičnim dokumentiranim zahtjevima od strane Ujedinjenih naroda kao i bilo kojim drugim potpornim dokazima.

Komunikacije

13. Telefon je preporučeno sredstvo komunikacije za contingent; bit će korišten u najvećoj mogućoj mjeri za internu komunikaciju unutar stožera i s fiksnim podelementima i potpostrojbama kontingenta smještenim u glavnom taboru baze. Zahtjevi za VHF/UHF-FM i HF komunikacijama unutar područja operacije bit će utvrđeni tijekom terenskog izviđanja i podliježu pregovorima s prinosnikom postrojbi/policije. Standardi za svaku komunikacijsku potkategoriju su definirani u dalnjem tekstu, prema redu prvenstva. Kako bi primio stopu povrata sredstava za komunikacijsko samoodržavanje, contingent mora zadovoljiti sljedeće kriterije:

a) **Telefon:** Kontingent će koristiti telefon kao primarno sredstvo interne komunikacije u sklopu glavnog tabora baze. Stožer kontingenta i stacionarni podelementi (poput ureda, radnih prostora, promatračkih mjesta, stražarskih mjesta itd.) i podpostrojbe, locirane pri glavnom taboru baze, bit će spojeni u telefonski sustav, i stavljeni u funkciju čim je prije moguće, kako bi se maksimizirala upotreba telefonskih komunikacija. Telefonski sustav koji je razmješten, treba imati sposobnost sučelja s telefonskim sustavom koji je osiguran na razini misije. Sučelje može biti na najjednostavnijoj razini (tj. dvožični daljinski vod ili bolje). Ovo će tada omogućiti kontingentu da pristupi lokalnom telefonskom sustavu, u slučajevima gdje su takvi sustavi dostupni. Povrat sredstava bit će utemeljen na broju osoblja u glavnem taboru baze i onim dijelovima kontingenta na drugim lokacijama koji su opsluženi s odobrenim telefonskim uslugama koje osigurava kontingent. Kako bi dobio stopu povrata sredstava za samoodržavanje, kontingent će:

- i. osigurati, instalirati, rukovati i održavati telefonsku centralu i telefonsku mrežu koja je sposobna održavati telefonske komunikacije u sklopu glavnog tabora baze;
- ii. osigurati, instalirati i održavati odgovarajući broj telefonskih instrumenata kontingentu i njegovim potpostrojbama i podelementima unutar područja operacija (ovo uključuje sve kabele, žice i konektore i drugi hardver koji se može tražiti);
- iii. osigurati dovoljnu zalihu rezervnih dijelova i potrošnih dobara za potporu operacija i popravak ili zamjenu neispravne opreme.

b) **VHF/UHF-FM komunikacije.** VHF/UHF-FM komunikacije koristit će se kao primarno sredstvo radio komunikacija s podpostrojbama i podelementima kontingenta koji su u taktičkom ili mobilnom okolišu i stoga nisu u mogućnosti komunicirati putem telefona. Dok kontingent može koristiti VHF/UHF-FM komunikacije kao sredstvo rezervnih komunikacija uz telefon, ovaj tip korištenja sam po sebi nije dovoljan razlog za povrat sredstava. Povrat sredstava temeljiti će se na broju osoblja u kontingentu. Da bi dobio stopu povrata sredstava za samoodržavanje, kontingent će:

- i. održavati jednu zapovjednu i kontrolnu mrežu sve do razine potpostrojbe (skupina/desetina);
- ii. održavati jednu administrativnu mrežu;
- iii. održavati jednu demontiranu ophodnu i sigurnosnu mrežu ili drugu primarnu mrežu koja nije montirana na vozilu;
- iv. osigurati dovoljnu zalihu rezervnih dijelova i potrošne robe da bi se podržale operacije i popravak ili zamjena neispravne opreme.

c) **HF komunikacije.** HF komunikacije koristit će se kao primarno sredstvo komunikacija s podpostrojbama i podelementima kontingenta koji djeluju unutar područja operacija koji su van dosega VHF/UHF-FM komunikacijskih sredstava i djeluju u taktičkom ili mobilnom okruženju i tako nisu u mogućnosti komunicirati putem telefona ili VHF/UHF-FM. Dok se HF komunikacije mogu koristiti kao pomoćno sredstvo komunikacija uz telefon ili VHF/UHF-FM komunikacije, ovaj tip korištenja sam po sebi nije dovoljan razlog za povrat sredstava. Dodatno, za korištenje HF komunikacija isključivo kao sredstvo nacionalne pozadinske veze neće biti izvršen povrat sredstava. Povrat sredstava temeljiti će se na odobrenom broju osoblja u podjedinicama i podelementima kontingenta koji djeluju unutar područja operacija van dosega VHF/UHF-FM komunikacijskih sredstava i koji rade u taktičkom ili mobilnom okružju i tako nisu u mogućnosti komunicirati putem telefona ili VHF/UHF-FM. Da bi dobio stopu povrata sredstava za samopodržavanje, kontingenat će:

- i. komunicirati s podpostrojbama i podelementima kontingenta koji su u taktičkom ili mobilnom okruženju i tako nisu u mogućnosti komunicirati putem telefona i van dosega VHF/UHF-FM komunikacija bazne stanice;
- ii. osigurati zapovjednu i kontrolnu mrežu koristeći HF komunikacijsku opremu koja nije montirana na vozilo;
- iii. osigurati dovoljnu zalihu rezervnih dijelova i potrošnog materijala da bi se pružila potpora operacijama i popravak ili zamjena neispravne opreme.

Ured

14. Da bi dobio stopu povrata sredstava za samoodržavanje, kontingenat mora osigurati:

- a) uredski namještaj, opremu i zalihe za svo osoblje stožera postrojbe;
- b) uredske zalihe i usluge osoblju unutar kontingenta;
- c) elektronsku obradu podataka i sposobnost reprodukcije, uključujući potreban softver, vođenje sve interne korespondencije i administracije unutar stožera, uključujući potrebne baze podataka.

15. Postrojba je odgovorna za održavanje i servisiranje svojih ureda, uključujući svu opremu, rezervne dijelove i zalihe.

16. Stopa će se primjenjivati prema ukupnoj populaciji kontingenta.

17. Ujedinjeni narodi mogu osigurati ovu sposobnost kao kompletну autonomnu funkciju ovisno o dogovorenim, gore navedenim krovnim načelima.

Električne

18. Da bi se dobio stopu povrata sredstava za samoodržavanje električne energije, kontingenat mora osigurati decentraliziranu električnu energiju iz generatora. Decentralizirana energija mora:

- a) sigurati stabilnu opskrbu strujom do malih potpostrojbi i promatračkih mesta i malih tabora postrojbi za razinu satnije, voda ili desetine;
- b) osigurati pomoćni sustav za izvanredna stanja kada je glavna opskrba strujom, kroz veće generatore, u prekidu;
- c) osigurati sve potrebne električne armature, žičane vodove, sustav strujnih krugova i rasvjetu.

19. Ovo nije primarna opskrba električnom energijom za veće postrojbe, koja je obuhvaćena stopom za glavnu opremu.

20. Ujedinjeni narodi mogu osigurati ovu sposobnost kao kompletну autonomnu funkciju ovisno o dogovorenim, gore navedenim krovnim načelima.

Manji radovi

21. Da bi dobio stopu povrata sredstava za samoodržavanje za manje radove, kontingenat mora biti sposoban, unutar svojih područja smještaja:

- a) izgraditi manju obrambenu neterensku građevinu;
- b) izvršiti manje električne popravke i zamjene;
- c) popraviti vodovodne instalacije;
- d) voditi manje održavanje i druge manje popravke;
- e) osigurati svu s tim povezani opremu za radionicu, građevinske alate i materijal.

Napomena: stopa povrata sredstava za samoodržavanje za manje radove ne uključuje odvoz smeća i kanalizaciju. Odvoz smeća s centralizirane lokacije za postrojbu je odgovornost Ujedinjenih naroda.

Uništavanje ubojitih sredstava

22. Da bi dobio stopu povrata sredstava za samoodržavanje za EOD, kontingenat mora imati sposobnost uništavanja EOD-a kako bi osigurao područje smještaja postrojbe. Kontingenat mora imati sposobnost da:

- a) locira i procijeni neeksplodirana ubojita sredstva;
- b) rastavi ili uništi izolirana ubojita sredstva koja se smatraju prijetnjom za sigurnost kontingenta;

- c) osigura svu s tim povezану manju opremu, osobnu заштитну одјећу i потрошну робу.

Napomena: streljivo koje se koristi za uklanjanje neeksplođiranog EOD-a u okviru samoodržavanja uključeno je u потрошна добра i povrat sredstava ne može biti izvršen zasebno.

23. Za EOD samoodržavanje povrat sredstava može biti izvršen samo kada Ujedinjeni narodi utvrde operativni zahtjev i izričito zatraže da se pruži ta usluga. Zahtjev za tu potporu neće postojati u svim misijama i bit će određen od slučaja do slučaja.

24. Kada prinosnik postrojbi/policije koji pruža inženjerijsku potporu na razini snaga dobije zadaću potpore EOD samoodržavanja područjima smještaja drugog prinosnika postrojbi/policije, država koja daje EOD potporu, treba dobiti povrat sredstava za EOD samoodržavanje, uključujući populaciju kontingenata koji dobiva potporu.

25. Uništavanje značajnih količina sredstava, npr. uništavanja velikih razmjera koja su rezultat predanog streljiva i minskih polja, bit će provedeno od strane inženjerijskih kontingenata koje osiguravaju Ujedinjeni narodi.

Pranje rublja i čišćenje

26. Da bi dobio stopu povrata sredstava za samoodržavanje za pranje rublja i čišćenje, contingent mora:

- a) osigurati praonicu rublja za svu vojnu/poličsku i osobnu odjeću, uključujući kemijsko čišćenje operativno zahtjevane specijalne odjeće i prostorije za čišćenje za svo osoblje kontingenata;
- b) osigurati da sve praonice rublja i prostorije za čišćenje imaju higijensku opremu koja omogućuje održavanje čistog i zdravog okoliša, tj. čišćenje prostora za smještaj i urede;
- c) osigurati svu s tim povezану opremu, održavanje i zalihu.

27. Kada je contingent geografski raspršen, a Ujedinjeni narodi mogu osigurati pranje rublja i čišćenje samo za dio kontingenata, prinosnik postrojbi/policije će dobiti stopu za pranje rublja i čišćenje za ono osoblje kojeg ne opslužuju Ujedinjeni narodi.

Smještaj u šatorima

28. Da bi dobio stopu povrata sredstava za samoodržavanje za smještaj u šatorima, contingent mora imati sposobnost da (čitati u vezi sa Smjernicama za prinosnike postrojbi):

- a) smjesti osoblje u šatore. Smještaj u šatore uključuje daščani pod i sposobnost grijanja i hlađenja, prema potrebi;
- b) kada contingent osigurava sposobnost umivanja, tada će se za umivaonike izvršiti povrat sredstava u okviru glavne opreme;
- c) osigura privremene urede/radni prostor u šatoru.

29. Ujedinjeni narodi mogu osigurati ovu sposobnost kao kompletну autonomnu funkciju ovisno o dogovorenim krovnim načelima za pribavljanje kategorija za samoodržavanje. Kada Ujedinjeni narodi obavijeste prinosnika postrojbi/policije prije razmještaja kontingenta da se ova sposobnost ne zahtjeva, prinosnik postrojbi/policije ne će dobiti povrat sredstava za ovu kategoriju. Kontingenti će početno dobiti povrat sredstava za smještaj u šatorima do šest mjeseci ukoliko smještaj nije osiguran od strane Ujedinjenih naroda. Ukoliko Ujedinjeni narodi potvrde da se traži sposobnost, contingent koji se razmješta će dalje odlučiti da li će osigurati svoju vlastitu sposobnost smještaja u šatore i shodno tome dobivati povrat sredstava. Ukoliko je contingent smješten u čvrstim objektima ali se zahtjeva da zadrži sposobnost smještaja u šatorima za dio postrojbe kako bi zadovoljio zatjevanu pokretljivost, za dogovorenu količinu šatora može se izvršiti povrat sredstava kao za glavnu opremu nakon pregovora između prinosnika postrojbi/policije i Ujedinjenih naroda.

30. Kada Ujedinjeni narodi nisu u mogućnosti osigurati stalni smještaj u montažnim ili čvrstim objektima za contingent nakon šest mjeseci u šatorima, prinosnik postrojbi/policije će imati pravo na povrat sredstava prema stopama samoodržavanja i za smještaj u šatorima i za smještaj. Ova kombinirana stopa će se nastaviti dok osoblje ne bude smješteno prema standardu koji je specificiran prema stopi za smještaj. Tajništvo može zatražiti privremeno odreknuće od primjene načela dvostrukog plaćanja za one kratkotrajne misije u kojima je osiguranje smještaja u čvrstim objektima očigledno nepraktično i neisplativo.

Smještaj

31. Da bi dobio stopu povrata sredstava za samoodržavanje za smještaj, prinosnik postrojbi/policije mora (čitati u vezi sa Smjernicama za prinosnike postrojbi):

- a) kupiti ili izgraditi stalnu čvrstu građevinu za smještaj osoblja kontingenta. Ova građevina je opremljena s grijanjem, rasvjetom, podom, sanitarijama i tekućom vodom. Stopa je utemeljena na standardu od devet kvadratnih metara po osobi;
- b) nabaviti grijalice i/ili klima uređaje za smještaj kako zahtjevaju lokalni klimatski uvjeti;
- c) osigurati namještaj za blagovaone, gdje je to potrebno;
- d) osigurati urede/radne prostore u stalnim čvrstim građevinama.

32. Kada Ujedinjeni narodi osiguravaju smještaj ekvivalentnog standarda, prinosnik postrojbi/policije ne prima povrat sredstava za ovu kategoriju.

33. Skladišta i skladištenje opreme nisu uključeni u stopu povrata sredstava za samoodržavanje za smještaj. S ovim će se postupiti bilo kroz montažne i čvrste građevine za koje će se povrat sredstava vršiti kao za glavnu opremu ili na temelju posebnog dvostranog dogovora između prinosnika postrojbi/policije i Ujedinjenih naroda.

34. Kada Ujedinjeni narodi ne mogu osigurati smještaj ekvivalentnog standarda i kontingenat unajmi odgovarajuću građevinu, prinosnik postrojbi/policije će dobiti povrat sredstava za stvarni trošak najma, na temelju posebnog dvostranog dogovora između prinosnika postrojbi/policije i Ujedinjenih naroda.

Sposobnost osnovne protupožarne zaštite

35. Da bi dobio stopu povrata sredstava za samoodržavanje za sposobnost «osnovne protupožarne zaštite» kontingenat mora:

- a) osigurati dovoljnu opremu za osnovnu protupožarnu zaštitu npr. kante, maljeve i vatrogasne sprave i skladu s Međunarodnim protupožarnim propisnikom kako je izmjenjen i dopunjeno;
- b) osigurati svu potrebnu manju opremu i potrošna dobra.

Sposobnost otkrivanja požara i uzbunjivanja

36. Da bi dobio stopu povrata sredstava za samoodržavanje za «sposobnost otkrivanja požara i uzbunjivanja» kontingenat mora:

- a) osigurati dovoljnu opremu za otkrivanje požara i uzbunjivanje npr. detektore dima i sustave za uzbunjivanje u skladu s Međunarodnim protupožarnim propisnikom kako je izmjenjen i dopunjeno;
- b) osigurati svu potrebnu manju opremu i potrošnu robu.

Medicinski

37. U provedbi slijedećih načela i standarda, koriste se slijedeće definicije:

- a) medicinska oprema: dokumentirana glavna oprema (identificirana sa # u Prilozima 2.1., 3.1., 4.1., 5 do 8) za pružanje medicinske potpore u medicinskim objektima Ujedinjenih naroda;
- b) lijekovi: lijekovi koji su proizvedeni prema standardima Svjetske zdravstvene organizacije i utrošeni u pružanju medicinske potpore u medicinskim objektima Ujedinjenih naroda;
- c) medicinske zalihe: potrošne zalihe i manja oprema (identificirana sa @ u Prilozima 2.1., 3.1., 4.1., 5 do 8), utrošeni u pružanju medicinske potpore u medicinskim objektima Ujedinjenih naroda;
- d) medicinsko samoodržavanje: nabava i ponovna nabava lijekova i medicinskih zaliha za pružanje medicinske potpore u medicinskim objektima Ujedinjenih naroda;
- e) misija visokog rizika: misija s visokom učestalosti endemičnih infektivnih bolesti za koje ne postoje cjepiva. Sve druge misije se smatraju „misije uobičajenog rizika“. Ova definicija se koristi u utvrđivanju podobnosti za povrat sredstava stope samoodržavanja za „visokorizična područja (epidemiološki);

f) u svrhu utvrđivanja podobnosti za medicinsku skrb kroz zdravstvene ustanove misija Ujedinjenih naroda, slijedeće osoblje se smatra dijelom misije Ujedinjenih naroda:

- i. vojne postrojbe koje je formirao UN i policijske postrojbe koje je formirao UN;
- ii. vojno i policijsko osoblje UN-a koji nisu pripadnici ustrojenih postrojbi;
- iii. međunarodno civilno osoblje UN-a;
- iv. dragovoljci UN-a;
- v. lokalno zaposleno osoblje UN-a, gdje je primjenjivo.

38. Kada su prinosnici postrojbi/policije raspoređeni u mirovne operacije Ujedinjenih naroda i oni osiguravaju montažne ili čvrste objekte za medicinske objekte razine 2 i/ili 3, za ova područja povrat sredstava se obavlja odvojeno kao glavna oprema, npr. kontejneri i kamp jedinice. Ako TC/PC gradi čvrste objekte, Ujedinjeni narodi će izvršiti povrat sredstava TC/PC-u pod glavnom opremom. Poglavlje 8. Dodatak A, Oprema za smještaj, čvrsti objekti, kamp jedinica (srednja i velika za medicinske objekte razine 2 i 3) se primjenjuje.

39. U međuvremenu, povrat sredstava za čvrste i montažne objekte temeljit će se na glavnoj opremi u skladu s Poglavljem 8. Dodatkom A, Oprema za smještaj, čvrsti objekti i montažni objekti, kamp jedinica (srednja i velika za medicinske objekte razine 2 i 3). Tajništvo ima naputak primjenjivati ove privremene mjere na temelju dolje navedene raščlambe.

- a) Montažni objekti su za kontejnerske medicinske objekte:
 - i. razina 2 izjednačena je sa srednjom kamp jedinicom
 - ii. razina 3 izjednačena je s 1 svakom od srednjih i velikih kamp jedinica
 - iii. povrat sredstava za umivaonike vrši se kao za glavnu opremu
- b) Čvrsti objekti su za zatvorene medicinske objekte:
 - i. razina 2 izjednačena je sa srednjom kamp jedinicom
 - ii. razina 3 izjednačena je s 1 svakom od srednjih i velikih kamp jedinica
 - iii. povrat sredstava za umivaonike vrši se kao za glavnu opremu

40. Medicinska potpora i sigurnost su uvijek bitna; stoga, prinosnik postrojbi/policije ne može biti djelomično samoodrživ u potkategorijama medicinskog samoodržanja. Razina 1 medicinske skrbi je odgovornost prinosnika postrojbi/policije; ipak, svaka ustanova razine 1 mora osigurati medicinsku potporu i njegu svom osoblju Ujedinjenih naroda koje se nalazi stalno ili privremeno u njihovom području odgovornosti. Načelno, ova neredovna skrb na razini 1 trebala bi biti osigurana u hitnom slučaju bez naknade; ipak, prinosnik postrojbi/policije može tražiti povrat sredstava za pružene usluge; stoga postoji zahtjev da se dokumentiraju i registriraju pružene usluge. Sve zdravstvene ustanove UN-a odgovorne su za hitne medicinske usluge za sve postrojbe UN-a i osoblje UN-a u njihovim područjima odgovornosti. Osim u hitnim slučajevima, specijalisti i ustanove razine 2, 2+ i 3 mogu zatražiti upućivanje iz ustanove na razini 1/1+ prije primanja pacijenta.

41. Ustanove za medicinsku potporu su često pozivane da osiguraju skrb osoblju Ujedinjenih naroda i ostalom ovlaštenom osoblju od strane Stožera misije od kojeg ne primaju povrat sredstava temeljem samoodržavanja. U tim okolnostima, medicinska ustanova je ovlaštena zatražiti povrat sredstava za uz to vezane troškove podnošenjem računa za uslugu na ime pružene medicinske skrbi. Dogovoreni postupci i stope računa za uslugu popisane su u Poglavlju 3. Dodatku B, Prilogu 9. Za skrb pruženu neprikladnim osobama (npr. lokalnom civilnom stanovništvu) od strane prinosnika postrojbi/policije ne može se od UN-a tražiti povrat sredstava.

42. Prinosnik postrojbi/policije koji ne može osigurati sve medicinske sposobnosti u skladu sa standardima popisanim u Dodatku B Poglavlja 3. mora ovo priopćiti Tajništvu tijekom pregovora o MOU i u svakom slučaju prije razmještaja.

43. Zapovjednik kontingenta mora odmah izvestiti misiju ukoliko prinosnik postrojbi/policije , dok je razmješten, utvrdi kako se ne može adekvatno opskrbljivati s medicinskom opremom, lijekovima ili potrošnom robom temeljem samoodržavanja. Ukoliko prinosnik postrojbi/policije ne može naći drugog prinosnika koji će ponuditi ponovnu nabavu na bilateralnoj osnovi, Ujedinjeni narodi moraju preuzeti stalnu popunu lijekovima, potrošnom robom i medicinskim materijalom. Prinosnik postrojbi/policije ostaje odgovoran za osiguranje medicinskog osoblja i medicinskih usluga. Neće biti izvršen povrat sredstava za medicinsko samoodržavanje od dana otkad prinosnik postrojbi/policije ne može osigurati potpunu ponovnu nabavu za samoodržavanje.

44. Kako bi osigurali da svoj osobljje dobiva medicinsku skrb na koju ima pravo i da bi osigurali učinkovit i pravedan sustav za povrat sredstava za medicinsko samoodržavanje, svoj osobljje u odori, policija i vojska, bit će dodijeljeno zdravstvenim ustanovama koje su odgovorne za njihovu medicinsku skrb. Dodjela može biti dio postrojbe (za ustrojene postrojbe) ili na pojedinačnoj bazi (policija UN-a, vojni promatrači i osobljje Stožera). Svaki pojedinac će biti dodijeljen ustanovi razine 1, 1+, i/ili ustanovi razine 2, 2+ i/ili ustanovi razine 3, gdje je primjenjivo.

45. Medicinski časnik snaga/glavni medicinski časnik dužan je osigurati da svoj osobljje nakon dolaska u misiju bude informirano o zdravstvenim ustanovama koje su odgovorne za njihovu skrb i da osigura da su sve zdravstvene ustanove obaviještene o tome tko je dodijeljen ustanovi. Ista informacija/obavijest mora biti dana kad god pojedinci i postrojbe kreću iz područja odgovornosti jedne ustanove u drugu.

46. Petnaestog dana u mjesecu, popis koji navodi broj osoblja u odori dodijeljenog svakoj pojedinoj zdravstvenoj ustanovi bit će proslijeđen u Terensku budžetsku i finansijsku službu/MOU i Odjel za upravljanje potraživanjima s preslikom za Službu logističke potpore/Odjelu medicinske potpore.

47. Svo civilno osobljje Ujedinjenih naroda mora biti dodijeljeno zdravstvenim ustanovama na isti način kao i osobljje u odori ali, osim ukoliko je ovo izričito navedeno u MOU, ovo neće stvoriti pravo na povrat sredstava temeljem 'samoodržanja'. Alternativno može se primjeniti 'račun za uslugu'.

48. Sve zdravstvene ustanove Ujedinjenih naroda razine 2, 2+ i 3 moraju biti opremljene i popunjene osobljem za prihvat i obradu svih postrojbi i osoblja Ujedinjenih naroda bez obzira na spol, religiju ili obrazovanje, čuvajući dostojanstvo i individualnost svih pacijenata.

49. Medicinsko osoblje mora biti u prvima redovima promicanja svijesti o humanom imunodeficijentnom virusu (HIV), načinu infekcije i prevenciji. Nitko od medicinskog osoblja ili pacijenata ne smije biti diskriminiran zbog potvrđenog ili sumnje na HIV. Testiranje u ustanovi Ujedinjenih naroda mora biti dragovoljno i povjerljivo i niti jedan HIV test ne smije biti proveden bez sustava savjetovanja na licu mjesta.

50. Povrat sredstava za samoodržavanje medicinskih usluga, uključujući manju medicinsku opremu, pribor, zalihe i potrošnu robu, će biti izvršen po stopi samoodržavanja za razinu pruženih usluga i biti izračunat na temelju ukupne snage osoblja postrojbi/kontingenata za koje je zdravstvena ustanova odgovorna, kako je dogovoreno u MOU (stvarne brojčane veličine snaga koristit će se za izračun povrata sredstava).

51. Ukoliko prinosnik postrojbi/policije pruža medicinske usluge prema standardima Ujedinjenih naroda, što uključuje usluge više od jedne razine, ove razine će se u skladu s time akumulirati. Ipak, kada zdravstvena ustanova razine 3 pokriva područje gdje ne postoji zdravstvena ustanova koja osigurava medicinske usluge razine 2 ili 2+ stope „razine 2“, „razine 2+“ i „razine 3“ samoodržavanja ne akumuliraju se. Stopa samoodržavanja „razine 2, 2+ i 3 kombinirano“ od 35,36 US\$ će se koristiti i izračun povrata sredstava će se temeljiti na stvarnoj snazi postrojbi kontingenata koji su dodijeljeni zdravstvenoj ustanovi razine 3 za medicinsku skrb na razinama 2, 2+ i 3.

52. Da bi bila podesna za povrat sredstava za medicinsko samoodržavanje, medicinska ustanova mora osigurati medicinsko „samoodržavanje“, uključujući svo osoblje, opremu, lijekove i zalihe (uključujući zahtjeve «epidemiološki visoko rizičnih područja») za osnovnu, razinu 1, 1+ razinu 2, 2+, razinu 3, pohranu krvi i krvnih proizvoda, i visokorizična područja kako je dogovoreno u MOU. Razina opreme mora zadovoljiti standarde UN-a kako je precizirano u „Razinama medicinske potpore Ujedinjenih naroda“ (A/C.5/54/49 Prilozi I. i II. Dodatku VIII., stranice 60 do 99, i izmjene i dopune u A/C5/55/39, Dodatak III.B, „Dodatak B“, stavci 31. do 36., stranice 99 do 103 i A/C.5/62/26 Dodatci III.C.1 do III.F.1, stranice 138 do 163) za zdravstvenu ustanovu i naznačeno u MOU. Lijekovi i potrošna roba moraju zadovoljavati standarde Svjetske zdravstvene organizacije (WHO).

53. U pripremi verifikacijskih izvješća za medicinsko samoodržavanje, kako je definirano u standardima, kvaliteta, kapacitet i sposobnost su od krovnog značaja. Stoga će se tražiti stručno medicinsko mišljenje, u pogledu operativnog utjecaja bilo kojeg nedostatka, nesklada ili korektivne akcije ili poduzete zamjene, prije odbitka od povrata sredstava.

54. Sažetak standarda Ujedinjenih naroda za rate na svakoj razini medicinske usluge samoodržavanja prikazan je u dalnjem tekstu. Potpune pojedinstvenosti standarda medicinskih usluga Ujedinjenih naroda određene su u Poglavlju 3., Dodacima A i B, Prilozima 1 do 8. Dodatne informacije o politici imunizacije, profilaksi malarije i vektorskoj kontroli i kontroli prijenosnika i HIV/AIDS te spolno prenosivim bolestima, sadržane su u Prilogu 10 ovog Poglavlja.

a) **Osnovna razina (Prva pomoć)**

Obuhvaća osnovnu neposrednu prvu pomoć koja se pruža unesrećenom od strane najbliže osobe na mjestu ranjavanja. Slijedeći uvjeti moraju biti ispunjeni:

- i. Obuka u pružanju osnovne prve pomoći – pripadnici mirovnih snaga Ujedinjenih naroda moraju imati osnovno znanje i biti obučeni u pružanju osnovne prve pomoći – u skladu s Poglavljem 3. Dodacima A i B, Prilogom 1. Obuka mora, najmanje, obuhvaćati (i) kardio-pulmonarno oživljavanje; (ii) kontrolu krvarenja; (iii) imobilizaciju prijeloma; (iv) zbrinjavanje rana i previjanje (uključujući opeklane); (v) prijevoz i evakuaciju unesrećenih; i (vi) komunikaciju i izvješćivanje.
- ii. Individualne osnovne komplete za prvu pomoć - pripadnici mirovnih snaga Ujedinjenih naroda moraju nositi osobne terenske i borbene zavoje i jednokratne medicinske rukavice.

Dodatno, definicija je unesena u Prilog 1 pod napomenom: «terenski i borbeni zavoji sastoje se od velikog komada upijajuće tkanine, pričvršćenog na traku tankog materijala koji se koristi za pričvršćivanje na mjestu. Terenski zavoji se izdaju u zapečaćenim vodootpornim vrećicama kako bi ostali čisti i suhi; vrećica se može otvoriti po potrebi.

- iii. Osnovni kompleti za prvu pomoć za vozila /TCC/PCC, i ostale objekte – osnovni komplet za prvu pomoć mora se osigurati prinosniku postrojbe/policije za sva vozila, radionice, objekte za održavanje, sve kuhinje, objekte za kuhanje, i ostala područje gdje medicinski časnik snaga to smatra potrebnim. Ovi kompleti moraju sadržavati predmete navedene u Poglavlju 3., Dodacima A i B, Prilogu 1.1.

Države članice mogu se odlučiti da povećaju gore navedene minimalne standarde. Ovo je nacionalno pravo, koje ne smije dovesti do dodatnih troškova za Ujedinjene narode.

b) **Medicinska ustanova razine 1**

- i. **Definicija:** to je prva razina medicinske skrbi koja pruža primarnu zdravstvenu skrb, i neposredne usluge spašavanja života i oživljavanja. Uobičajeno u osnovne sposobnosti razine 1 uključeni su: rutinski posjeti bolesnicima i obrada lakše bolesnog i ranjenog osoblja radi trenutnog povratka na dužnost, kao i prikupljanje unesrećenih s mjesta povrede/ranjavanja, ograničena trijaža; stabilizacija unesrećenih; priprema unesrećenih za evakuaciju do slijedeće razine medicinskih sposobnosti ili do odgovarajuće razine medicinske ustanove ovisno o vrsti i težini povrede; ograničene usluge stacionarnim pacijentima; savjetovanje o prevenciji

bolesti, procjena medicinskih rizika i zaštita snaga unutar područja odgovornosti. Medicinska ustanova razine 1 je prva razina medicinske srbi gdje je doktor/liječnik na raspolaganju. Medicinska ustanova razine 1 može biti u vlasništvu Ujedinjenih naroda (UN razine 1), u vlasništvu kontingenta (prinosnika postrojbe/policije) ili komercijalno ugovorena.

ii. **Kapacitet:** osigurava ambulantno liječenje do 20 pacijenata dnevno, kapacitet stacionarnog liječenja od 5 pacijenata do 2 dana, medicinske zalihe i potrošnu robu za 60 dana.

iii. **Sposobnost:**

- Osigurava prikupljanje i evakuaciju unesrećenih do viših razina medicinske skrbi (razina 2, 2+ i/ili razina 3);
- obavlja rutinske posjete bolesnicima te obradu lakše bolesnih i ozlijedenih;
- provodi mjere suzbijanja bolesti, neborbene ozljede i prevenciju stresa;
- odgovorna za edukaciju i promicanje svijesti i prevencije širenja HIV-a u području odgovornosti;
- nudi hitne medicinske usluge za svo osoblje Ujedinjenih naroda u području odgovornosti;
- osigurava medicinske usluge na osnovu snage postrojbe/policije do razine bojne.

iv. **Sastav:** minimalni sastav i broj medicinskog osoblja razine 1 dolje su navedeni. Stvarni sastav i broj medicinskog osoblja razine 1 može varirati ovisno o operativnim zahtjevima, i kako je dogovoren u MOU. Ipak, osnovna snaga u ljudstvu uključuje sposobnost dijeljenja medicinske ustanove za potporu razine 1 na dva (2) prednja medicinska tima (FMP).

- 2x medicinska časnika;
- 6x bolničara/sestre;
- 3x osoblje za potporu.

c) **Medicinska ustanova razine 1+**

U skladu sa specifičnim zahtjevima misije, medicinska ustanova razine 1 može se podići na 'razinu 1+' dodavanjem dopunskih sposobnosti. Za dodatne sposobnosti koje podižu ustanove medicinske potpore povrat sredstava vrši se odvojeno u skladu s Priručnikom COE i MOU. Primjeri dodatnih sposobnosti uključuju:

- primarnu stomatološku skrb
- osnovna laboratorijska testiranja

- preventivnu medicinu
- kirurške sposobnosti (Forward Surgical Module) – jedino u izuzetnim slučajevima, što je uvjetovano hitnošću usluga medicinske potpore, dodatni kapaciteti zadržavanja pacijenata i upućivanja trebaju biti utemeljeni samo na zahtjevu DPKO/DFS
- zračni tim za medicinsku evakuaciju

d) **Medicinska ustanova razine 2**

i. **Definicija:** Razina 2 je slijedeća razina medicinske skrbi i prva razina gdje su na raspolaganju osnovna kirurška znanja, i usluge održavanja života i bolničke i pomoćne usluge osigurane unutar područja misije. Medicinska ustanova razine 2 osigurava sve sposobnosti razine 1 i, dodatno, uključuje sposobnosti za: hitnu kirurgiju, kirurgiju za kontrolu štete (DCS), postoperativna njega, intenzivna njega-oživljavanje, i usluge hospitaliziranim pacijentima; također su osigurane osnovne usluge snimanja, laboratorij, ljekarna, preventivna medicina i stomatološke usluge; čuvanje podataka o pacijentima i praćenje evakuiranih pacijenata također su minimalne sposobnosti zahtjevane za medicinsku ustanovu razine 2.

ii. **Kapacitet:** 3-4 kirurške operacije dnevno i osigurava hospitalizaciju od 10 do 20 bolesnih ili ranjenih do 7 dana, 40 vanjskih pacijenata dnevno, 5 do 10 stomatoloških konzultacija dnevno, medicinske zalihe, tekućine i potrošnu robu za 60 dana;

iii. **Sposobnost:**

- osigurava naprednu specijalističku medicinsku skrb radi stabilizacije teško ozljeđenog osoblja za prijevoz u medicinsku ustanovu razine 3;
- daje krv i krvne proizvode prema kompatibilnosti krvnih grupa i rezus faktora korištenjem odobrene higijene da bi se spriječila kontaminacija;
- osigurava skladište s klima uređajem i prijevozne sposobnosti (hladni lanac) da bi se spriječilo propadanje ili kontaminaciju krvi i krvnih proizvoda;
- obavlja krvne pretrage i određivanje krvnih grupa;
- može, ako je dogovoren u MOU, organizirati specijalističke usluge prema potrebama misije (npr. ginekologa, specijalista tropske medicine, savjetnika za stres);
- može osigurati specijalistički tim za prikupljanje teško ozljeđenog osoblja od mjesta ozljede i praćenje pacijenata u kritičnom stanju do skrbi na višoj razini; ovaj tim može biti obilježen kao zračni tim za medicinsku evakuaciju;

- Osigurava medicinske i stomatološke usluge na temelju snage postrojbe/policije do razine bojne.
- iv. **Sastav:** minimalni sastav i broj medicinskog osoblja razine 2 dolje su navedeni. Stvarni brojevi mogu varirati ovisno o operativnim zahtjevima, i kako je dogovoreno u MOU.
- 2x kirurzi;
 - 1x anestezijolog;
 - 1x internist;
 - 1x liječnik opće prakse;
 - 1x stomatolog;
 - 1x časnik za higijenu;
 - 1x ljekarnik;
 - 1x glavna sestra;
 - 2x sestre intenzivne njage;
 - 2x sestre u operacijskoj dvorani;
 - 10x sestre/bolničari;
 - 1x radiološki pomoćnik;
 - 1x laboratorijski tehničar;
 - 1x stomatološki pomoćnik;
 - 2x vozači;
 - 8x osoblje za potporu.

e) **Medicinska ustanova razine 2+**

Sposobnost razine 2 može se podići na 'razinu 2+' povećavanjem s dodatnim sposobnostima. Za dodatne sposobnosti koje podižu ustanove medicinske potpore povrat sredstava vrši se odvojeno u skladu s Priručnikom COE i MOU. Primjeri dodatnih sposobnosti uključuju:

- ortopedске sposobnosti;
- ginekološke sposobnosti;
- dodatne sposobnosti interne medicine;
- dodatne sposobnosti dijagnostičkog snimanja (CT skeniranje).

Medicinska ustanova razine 2 ili 2+ može biti doprinos TCC/PCC, u vlasništvu Ujedinjenih naroda, ili komercijalno ugovorena.

f) **Medicinska ustanova razine 3**

- i. **Definicija:** to je treća i najviša razina medicinske skrbi raspoređene unutar područja misije. Na ovoj razini osigurane su sve sposobnosti razine 1, 1+, 2 i 2+ i, dodatno, sposobnosti za: multidisciplinarnе kirurške usluge, specijalističke usluge i specijalističke dijagnostičke usluge, povećanu sposobnost high dependency care i proširene usluge intenzivne njage, specijalističke usluge za vanjske pacijente. Medicinska ustanova razine 3 može biti doprinos prinosnika

postrojbi/policije, ili osigurana od strane nacionalne ili regionalne bolnice u području misije ili od strane komercijalnog ugovarača.

ii. **Kapacitet:** sposobna obavljati 10 kirurških operacija/dnevno, i osigurava hospitalizaciju 50 pacijenata do 30 dana, 60 konzultacija za vanjske pacijente/dnevno, 20 stomatoloških konzultacija/dnevno; 20 rendgena i 40 laboratorijskih pretraga/dnevno, medicinske zalihe i potrošnu robu za 60 dana;

iii. **Sposobnost:**

- osigurava napredne usluge u kirurgiji, intenzivnoj njezi, stomatologiji (hitna stomatološka kirurgija), laboratorij, rendgen, bolnički odjel i farmaceutske sposobnosti;
- daje krv i krvne proizvode prema kompatibilnosti krvnih grupa i rezus faktora korištenjem odobrene higijene da bi se spriječila kontaminacija;
- osigurava skladište s klima uređajem i sposobnosti prijevoza (hladni lanac) kako bi se spriječilo propadanje ili kontaminacija krvi i krvnih proizvoda;
- obavlja krvne pretrage i određivanje krvnih grupa;
- može, ako je dogovoren u MOU, organizirati specijalističke usluge prema potrebama misije (npr. ginekologa, specijalista tropske medicine, savjetnika za stres);
- može osigurati specijalistički tim za prikupljanje teško ozlijedenog osoblja od mjesta ozljede i praćenje pacijenata u kritičnom stanju do skrbi na višoj razini;

iv. **Sastav:** minimalni sastav i broj medicinskog osoblja razine 3 dolje su navedeni. Stvarni sastav i broj medicinskog osoblja razine 3 mogu varirati ovisno o operativnim zahtjevima, i kako je dogovoren u MOU.

- 4x kirurzi (najmanje 1 ortopedski)
- 2x anesteziologi;
- 6x specijalisti
- 4x liječnici
- 1x stmatolog
- 2x stomatološki pomoćnici
- 1x časnik za higijenu
- 1x ljekarnik
- 1x ljekarnički pomoćnik
- 50x sestrinsko osoblje (sastav kakav se zahtjeva)
- 1x glavna sestra
- 2x intenzivna njega

- 4x sestre u operacionoj dvorani
- 43 x sestre/medicinski tehničari/bolničari
- 2x radiološki pomoćnici
- 2x laboratorijski tehničari
- 14x osoblje za održavanje i potporu

g) Krv i krvni proizvodi

- i. Krv i krvni proizvodi bit će osigurani od strane Ujedinjenih naroda prema standardima Ujedinjenih naroda uključujući prijevoz, ispitivanje, rukovanje i administraciju osim ako medicinska ustanova razine 2, 2+ ili 3 prinosnika postrojbi/policije smatra potrebnim pregovarati o ovom pitanju. U takvim slučajevima, o ovom će se pregovarati od slučaja do slučaja i bit će prikazano u Dodatku C ovog MOU-a;
- ii. Ujedinjeni narodi osiguravaju skladište s klima uređajem i prijevoznim sposobnostima (hladni lanac) da bi se spriječilo propadanje ili kontaminacija krvi i krvnih proizvoda;
- iii. daje krv i krvne proizvode prema kompatibilnosti krvnih grupa i rezus faktora korištenjem odobrene higijene da bi se spriječila kontaminacija;
- iv. obavlja krvne pretrage i određivanje krvnih grupa.

h) Visokorizična područja (epidemiološki)

Da bi bili sposobni za samoodržavanje u visokorizičnim područjima (epidemiološki) prinosnici postrojbi/policije moraju osigurati medicinske zalihe, kemoprofilaksu i preventivne zdravstvene mjere u područjima s visokom učestalosti endemičnih infektivnih bolesti za koje ne postoji cjepivo. Minimalni standardi za visokorizična područja (epidemiološki) mogu se razlikovati prema regiji u koju su pripadnici mirovnih snaga Ujedinjenih naroda upućeni, i temelji se na riziku kojem su izloženi pripadnici mirovnih snaga Ujedinjenih naroda.

- i. Povrat sredstava za samoodržavanje pokriva osiguravanje i održavanje minimalno slijedećeg:
 - a) profilaktičkih lijekova (protiv malarije). Profilaktički tretman malarije nacionalna je odgovornost, kako je određeno u A/C.5/60/26, Poglavlja 3. Dodatka B stavka 50. i Poglavlja 3. Dodatka A i B Priloga 7 stavka;
 - b) osobne opreme za zdravstvenu prevenciju i potrošne robe (mreže za komarce za glavu, sredstva protiv komaraca);
 - c) opreme za zdravstvenu prevenciju i potrošne robe koju osoba može nositi (zamagljivači, pesticidi). Korištenje pesticida uskladit će se s međunarodnim zakonima o zaštiti okoliša.

ii.Ostale preventivne mjere, koje su obuhvaćene Priručnikom COE na drugom mjestu, moraju se uzeti u obzir:

- a) pojedinačne mreže za komarce, u skladu s Poglavljem 9. Dodatkom A vojnički/policajski komplet;
- b) poticanje pokrivanja tijela odjećom, u skladu s Poglavljem 9. Dodatkom A vojnički/policajski komplet;
- c) nadzor mjera uništavanja je dio osnovnih higijenskih postupaka za velike količine hrane i područja za odlaganje otpada, na koje se odnosi Poglavlje 3. Dodatak B Pribavljanje hrane stavak 10., podstavak (d).

i) **Stomatološka ustanova**

- i. osigurava stomatološku skrb kako bi se održalo zdravlje zubiju osoblja postrojbe;
- ii. osigurava osnovne i hitne stomatološke postupke;
- iii. održava sposobnost sterilizacije;
- iv. izvodi manje profilaktičke postupke;
- v. osigurava izobrazbu iz oralne higijene osoblju postrojbe.

55. Cijepljenja, kako je preporučeno od strane UN-a, su nacionalna odgovornost. UN će osigurati potrebne informacije o vrsti cijepljenja i preventivnih mjera koja će biti dana svom osoblju UN-a prije razmještaja. Ako se bilo tko od osoblja UN-a razmjesti bez propisnog cjepiva i profilakse, UN će osigurati potrebne dopunske doze cjepiva i profilaksu. U ovim slučajevima, UN će odbiti bilo koje troškove za početno cijepljenje, koja su mogla biti započeta prije razmještaja iz plaćanja prinosnika postrojbi za samoodržavanje.

Osmatranje

56. Da bi dobio stopu povrata sredstava za samoodržavanje za osmatranje, contingent mora biti sposoban provesti osmatranje svojeg područja operacija. Standardi za svaku od tri podkategorije su kako slijedi:

- a) **Opće osmatranje:** osigurati ručni dalekozor za korištenje kod općeg osmatranja.
- b) **Noćno osmatranje**

i osigurati sposobnost za pasivno ili aktivno, infracrveno, termalno ili slikovno pojačanje noćnog vizualnog osmatranja;

ii.sposobnost otkriti, identificirati i kategorizirati osobe ili predmete u rasponu od 1000 metara ili više;

iii.mogućnost provoditi noćne ophodnje i zadaće presretanja.

iv.Ujedinjeni narodi mogu osigurati sposobnost noćnog osmatranja kao kompletну samostalnu funkciju ovisno o gore navedenim dogovorenim krovnim načelima.

c) **Pozicioniranje:** sposoban utvrditi točnu geografsku lokaciju osobe ili predmeta unutar područja operacija kroz kombinirano korištenje Globalnog sustava za pozicioniranje i laserskih tražila.

Napomena: Povrat sredstava za kategoriju osmatranja temelji se na ispunjavanju operativnih zahtjeva.

57. Kontingent mora osigurati svu povezanu opremu, održavanje i zalihe. Za noćno osmatranje i stopu pozicioniranja povrat sredstava će se izvršiti samo kada to zatraže Ujedinjeni narodi.

Identifikacija

58. Da bi dobio stopu povrata sredstava za samoodržavanje za identifikaciju, kontingent mora biti sposoban:

- a) provoditi operacije nadzora s fotografskom opremom, poput videovraca i refleksnih kamera s jednom lećom;
- b) obraditi i montirati dobivenu vizualnu informaciju;
- c) osigurati svu povezanu opremu, održavanje i zalihe.

Napomena: Kada Ujedinjeni narodi osiguravaju uslugu ekvivalentnog standarda, postrojba ne prima povrat sredstava za ovu kategoriju.

Nuklearna, biološka i kemijska zaštita

59. Da bi dobio stopu povrata sredstava za samoodržavanje za ABK zaštitu, kontingent mora biti sposoban djelovati potpuno zaštićen u bilo kojem okruženju s ABK opasnošću. Ovo uključuje sposobnost da:

- a) otkrije i identificira ABK sredstva s odgovarajućom opremom za otkrivanje na razini postrojbe;
- b) provodi početnu dekontaminaciju za svo osoblje i osobnu opremu u okruženju s ABK opasnošću;
- c) osigura svo osoblje s potrebnom ABK zaštitnom odjećom i opremom (npr. zaštitna maska, odjelo, rukavice, priborom za osobnu dekontaminaciju, injektorima);

- d) osigura svu povezanu opremu, održavanje i zalihe. Za nuklearnu, biološku i kemijsku zaštitu, povrat sredstava će se izvršiti samo kada to zatraže Ujedinjeni narodi.

Vojni dućani na terenu

60. Da bi dobio stopu povrata sredstava za samoodržavanje za vojne dućane na terenu kontingenat mora:

- a) osigurati vlastite bazne tabore s odgovarajućom obranom na terenu (npr. žičane ograde, pješčane vreće i druge obrambene terenske prepreke);
- b) uspostaviti rano uzbunjivanje i sustave otkrivanja da bi se zaštitile prostorije kontingenta;
- c) pripremiti radove samoobrambene fortifikacije (npr. mala skloništa, rovovi i promatračke postaje) koji nisu zadaća specijaliziranih inženjerijskih kontingenata;
- d) osigurati svu povezanu opremu, održavanje i zalihe.

61. Ujedinjeni narodi mogu osigurati ovu sposobnost kao potpuno autonomnu funkciju, ovisno o dogovorenim gore navedenim krovnim načelima. Uputa za dućane od kojih se traži da osiguraju opskrbu za odgovarajuću razinu obrane na terenu za kontingenat od 850 pripadnika, navedena je u Poglavlju 3., Dodacima A i B, Prilogu 11. Priručnika COE.

Razni dućani mješovite robe

62. Da bi se dobila stopu povrata sredstava za samoodržavanje za svaku od tri potkategorije raznih dućana mješovite robe, kontingenat mora osigurati:

- a. **Posteljina:** plahte, deke, prekrivala za madrace, jastuke i ručnike. Vreće za spavanje mogu biti prihvatljiva zamjena za posteljinu i deke. Moraju se osigurati dovoljne količine koje omogućavaju rotaciju i čišćenje.
- b. **Namještaj:** krevet, madrac, noćni stolić, stolna svjetiljka i garderobni ormarić za svaku osobu ili drugi odgovarajući namještaj za osiguranje odgovarajućeg životnog prostora.
- c. **Slobodno vrijeme i rekreacija:** odgovarajuće razine opreme i zabave za slobodno vrijeme i rekreaciju što uključuje zabavu, fitnes, sportove, igre i komunikacije moraju biti osigurane u količinama koje odgovaraju broju postrojbi i njihovim lokacijama u području misije. Provjera da li su osigurani odgovarajući standardi temeljiti će se na dogovorenim sporazumima prinosnika postrojbi/policije i Tajništva o slobodnom vremenu i rekreatiji i precizirano u Dodatku C MOU.
- d. **Pristup internetu:** odgovarajuće razine opreme i veza u mirovnoj misiji.
 - i. Provjera da li su osigurane odgovarajuće količine opreme temeljiti će se na dogovorenim sporazumima prinosnika postrojbi/policije i Tajništva o internetskim zahtjevima i preciziranim u Dodatku C MOU.

ii. Internet se treba uspostaviti od strane prinosnika postrojbi/policije i bez povezivanja na postojeće komunikacijske sustave Ujedinjenih naroda.

iii. Naputak o standardima potrebnim za osiguranje pristupa internetu može se pronaći u Prilogu 13 Poglavlja 3.

Dodatak F**DEFINICIJE**

1. **Prihvaćeni standardi spremnosti Ujedinjenih naroda** znači da svaka postrojba/formacija, brod, sustav naoružanja ili oprema mora biti sposobna provoditi zadaće ili funkcije za koje je organizirana ili određena kako bi omogućila postizanje mandata misije.
2. **Potrošna roba** znači zalihe opće prirode, koje se redovno troše. Potrošna roba uključuje borbene zalihe, opće i tehničke dućane, vojne dućane, streljivo/eksplozive i drugu temeljnu robu u potpori glavnoj opremi kao i u potpori manjoj opremi i osoblju.
3. **Kontingent** znači sve formirane postrojbe, osoblje i opremu prinosnika postrojbi/policije koje su razmještene u područje misije prema ovom memorandumu.
4. **Oprema u vlasništvu kontingenta** znači glavnu opremu i manju opremu i potrošnu robu koja je razmještena i kojom upravlja kontingenat prinosnika postrojbi/policije u provedbi mirovnih operacija.
5. **Čimbenik uvjeta okoliša** znači čimbenik koji je primjenjiv na stope povrata sredstava za glavnu opremu i za samoodržavanje uzimajući u obzir uvećane troškove koje snosi prinosnik postrojbi/policije za ekstremne planinske, klimatske i terenske uvjete. Ovaj čimbenik je primjenjiv samo pod uvjetom značajnih predviđenih dodatnih troškova za prinosnika postrojbi/policije. Čimbenik je utvrđen na početku misije od strane tehničkog inspekcijskog tima, i primjenjuje se univerzalno unutar misije. Čimbenik ne smije premašiti 5 posto stopa.
6. **Uništavanje ubojitih sredstava (EOD)** znači, u kontekstu EOD snaga, otkrivanje, identifikaciju, procjenu na licu mjesta, osiguranje, izvlačenje i konačnu likvidaciju neeksplodiranog streljiva. Provodi ju specijalistička postrojba u ime misije kao vlasništvo snaga. Snage za operacije EOD-a mogu provoditi aktivnosti u svim ili dijelu područja misije. Ovo također može uključiti streljivo koje je postalo opasno zbog oštećenja ili propadanja.
7. **Uništavanje ubojitih sredstava (EOD)** znači, u kontekstu samoodržavanja, EOD koje provodi postrojba unutar njezinog područja smještaja/tabora.
8. **Zapovjednik snaga** znači časnik, imenovan na temelju ovlasti glavnog tajnika, koji je odgovoran za sve vojne operacije u sklopu misije.
9. **Prisilno napuštanje** znači djelovanja koja proizlaze iz odluke koju je odobrio zapovjednik snaga/načelnik policije ili njegov ovlašteni predstavnik ili odredbe u pravilima za uporabu snaga koja rezultira u gubitku nadzora i kontrole nad opremom i zalihamama.
10. **Generička pravična tržišna vrijednost (GFMV)** znači procjene opreme u svrhu povrata sredstava. Izračunata je kao prosječna početna nabavna cijena plus bilo koja veća kapitalna poboljšanja prilagođena za inflaciju s odbitkom vrijednosti za prijašnju upotrebu, ili vrijednost zamjene, koja god je manja. Generička pravična tržišna vrijednost uključuje sve izdane stavke povezane s opremom u provedbi njezine operativne uloge.

11. **Vlada** znači Vladu države sudionice.
12. **Šef misije** znači specijalni predstavnik/zapovjednik kojeg je imenovao glavni tajnik uz suglasnost Vijeća sigurnosti koji je odgovoran za sve aktivnosti Ujedinjenih naroda unutar misije.
13. **Neprijateljsko djelovanje** znači događaj proizašao iz djelovanja jedne ili više strana u sukobu, koji ima direktni i značajan negativni učinak na osoblje i/ili opremu prinosnika postrojbi/policije. Različite aktivnosti mogu biti okarakterizirane kao jedno neprijateljsko djelovanje kada se ove aktivnosti mogu međusobno povezati na zajedničkoj osnovi.
14. **Neprijateljsko djelovanje/čimbenik prisilnog napuštanja** znači čimbenik koji je primijenjen na svaku kategoriju stopa samoodržavanja i na element rezervnih dijelova (ili pola procijenjene stope održavanja) stope najma opreme uz obvezu održavanja kako bi se prinosniku postrojbi/policije nadoknadio gubitak ili šteta. Čimbenik je utvrđen na početku misije od strane tehničkog inspekcijskog tima, i općenito se primjenjuje unutar misije. Čimbenik ne smije premašiti 5 posto stopa.
15. **Uvećani čimbenik prijevoza** znači čimbenik koji će pokriti uvećane troškove prijevoza rezervnih dijelova i potrošne robe prema sustavu najma uz obvezu održavanja ili najma za održavanje uvećano za 0.25 posto stopa najma za svakih prijeđenih 800 kilometara (500 milja) razdaljine, nakon prvih 800 kilometara (500 milja), duž rute isporuke između luke ukrcaja u domovini i luke ulaska u području misije. Za države bez pristupa na more ili države gdje se oprema prevozi cestom ili željeznicom u i iz područja misije, luka ulaska u područje misije će biti dogovoren granični prijelaz.
16. Početna opskrba znači logistički dogovor o potpori u mirovnoj operaciji gdje država prinosnica osigurava obroke, vodu i gorivo, ulje i mazivo kontingentu/postrojbi na temelju povrata sredstava. Povrat sredstava će se izvršiti prinosniku postrojbi/policije nakon podnošenja računa. Uobičajeno, početna opskrba za kontingente/postrojbe je jedino potrebna kod početnog razmještaja kontingenta/postrojbe, i za ograničeno vrijeme (30-60 dana), dok Ujedinjeni narodi nisu sposobni osigurati ovu potrošnu robu. Zahtjev za početnu opskrbu vodom, obrocima i gorivom bit će specificiran u TCC/PCC Smjernicama.
17. **Intenzivirani čimbenik operativnog uvjeta** znači čimbenik koji je primjenjiv na stope povrata sredstava za glavnu opremu i za stope samoodržavanja da bi se prinosniku postrojbi/policije nadoknadilo uvećane troškove koji proizlaze iz djelokruga dodijeljene zadaće, dužine logističkog lanca, nedostupnosti komercijalnog popravka i objekata potpore i drugih operativnih opasnosti i uvjeta. Čimbenik je utvrđen na početku misije od strane tehničkog inspekcijskog tima, i općenito se primjenjuje unutar misije. Čimbenik ne smije premašiti 5 posto stopa.

18. Najam glavne opreme:

(a) **najam bez obveze održavanja** znači sustav povrata sredstava za opremu u vlasništvu kontingenta gdje prinosnik postrojbi/policije osigurava misiji opremu a Ujedinjeni narodi preuzimaju odgovornost za održavanje opreme. Prinosnik postrojbi/policije dobiva povrat sredstava za nemogućnost raspolaganja svojim vojnim resursima za svoj nacionalni udjel razmještene glavne i uz to vezane manje opreme;

(b) **najam uz obvezu održavanja** znači sustav povrata sredstava u vlasništvu kontingenta gdje prinosnik postrojbi/policije osigurava i preuzima odgovornost za održavanje i pružanje potpore razmještenim glavnim dijelovima opreme, zajedno s uz to vezanom manjom opremom. Prinosnik postrojbi/policije ima pravo na povrat sredstava za pružanje ove potpore.

19. Gubitak ili šteta znači potpuno ili djelomično izdvajanje opreme i/ili zaliha koje proizlazi iz:

- (a) događaja bez utvrđivanja krivnje;
- (b) radnji počinjenih od strane jedne ili više zaraćenih strana;
- (c) odluke koju je odobrio zapovjednik snaga/načelnik policije.

20. Stopa održavanja znači stopu povrata sredstava da se Vladi naknadi troškove održavanja koji obuhvaćaju rezervne dijelove, ugovoren popravak, te održavanje treće ili četvrte linije koje se traži da bi dijelovi glavne opreme bili u funkciji prema specificiranim standardima i da se dijelovi vrate u operativno stanje nakon povratka u područje misije. Troškovi osoblja koji su uključeni u održavanje prve i druge linije isključeni su iz stope, budući da se povrat sredstava vrši zasebno. Stopa uključuje uvećanu stopu prijevoza za pokrivanje općih troškova prijevoza za rezervne dijelove. Ova stopa čini dio stope «najma uz obvezu održavanja».

21. Glavna oprema, znači veće stavke koje su direktno povezane sa zadaćom postrojbe kako su zajednički utvrdili Ujedinjeni narodi i prinosnik postrojbi/policije. Glavna oprema računa se bilo prema kategoriji ili individualno. Zasebne stope povrata sredstava primjenjuju se za svaku kategoriju predmeta glavne opreme. Ove stope uključuju povrat sredstava za manju opremu i potrošnu robu kao potporu stavci glavne opreme.

22. Manja oprema znači opremu u potpori kontingentima, poput nabave hrane, smještaja, nespecijalističke komunikacije i izgradnje te drugih aktivnosti povezanih s misijom. Ne zahtjeva se specifično obrazlaganje manje opreme. Manja oprema je podijeljena u dvije kategorije: dijelove koji čine potporu glavnoj opremi; i dijelove koji direktno ili indirektno podupiru osoblje. Za manju opremu koja je povezana s osobljem, primjenjuju se stope povrata sredstava za samoodržavanje.

23. Propust znači bilo koju radnju ili nečinjenje koje predstavlja kršenje standarda ponašanja Ujedinjenih naroda, specifičnih pravila i propisa za misiju ili obveza prema nacionalnim i lokalnim zakonima i propisima u skladu sa sporazumom o pravnom položaju snaga gdje je djelovanje izvan nacionalnog kontingenta.

24. **Specifična pravila i propisi za misiju** znači, imajući na umu nacionalna ograničenja, standardne operativne postupke, direktive i druge propise, zapovijedi i naputke koje je izdao šef misije, zapovjednik snaga ili glavni administrativni časnik mirovne misije Ujedinjenih naroda u skladu sa standardima ponašanja Ujedinjenih naroda; ona će sadržavati informacije o primjenjivim nacionalnim i lokalnim zakonima i propisima.

25. **Događaj bez utvrđivanja krivnje** znači događaj koji je rezultat slučajnosti ili nemarnog ponašanja, ali ne uključuje radnje koje se mogu pripisati namjernom propustu ili gruboj nemarnosti, na strani rukovatelja/čuvara opreme.

26. **Operativno streljivo** znači streljivo (uključujući sustave za samoobranu zrakoplova poput lamela ili infracrvenih raket) za koje su se Ujedinjeni narodi i prinosnici postrojbi/policije usuglasili da ih razmjestite u područje misije kako bi bili spremni za upotrebu u slučaju potrebe. Streljivo koje je izdano za operativnu obuku/vježbe iznad prihvaćenih standarda spremnosti Ujedinjenih naroda po ovlasti i prema specifičnom nalogu zapovjednika snaga, u predviđanju operativnog zahtjeva, bit će smatrano operativnim streljivom.

27. **Načelnik policije** znači časnik, imenovan na temelju ovlasti glavnog tajnika, koji je odgovoran za sve policijske operacije u sklopu misije.

28. **Posjete prije razmještaja** su posjete Odjela za mirovne operacije/Odjela za terensku potporu/terenskih timova koji obuhvaćaju predstavnike iz odgovarajućih funkcionalnih područja (Službe prikupljanja snaga, Terenskog proračuna i Finansijskog odjela, Odjela logističke potpore itd.), zemljama država članica. One se poduzimaju da bi se državama članicama pomoglo pripremiti njihove kontingente za razmještaj i da bi se osiguralo da doprinosi država članica zadovoljavaju operativne zahtjeve misije i vremena razmještaja.

29. **Prethodna istraga za utvrđivanje činjenica** znači očuvanje dokaza potrebnih da bi se osiguralo da se nacionalna ili istraga od strane Ujedinjenih naroda može uspješno provesti u kasnijoj fazi. Dok ova istraga može uključivati prikupljanje pisanih izjava, uobičajeno neće uključivati saslušanje svjedoka ili drugih uključenih osoba.

30. **Samodostatnost/samoodržavanje** znači koncept logističke potpore za postrojbu kontingenta u mirovnoj misiji gdje država prinosnica osigurava neku specifičnu ili svu logističku potporu kontingentu na osnovu povrata sredstava.

31. **Ozbiljni propust** je propust, uključujući kaznena djela, koji rezultira ili će vjerojatno rezultirati ozbilnjim gubitkom, štetom ili povredom pojedinca ili misije. Seksualno iskorištanje i zloupotreba predstavljaju ozbiljan propust.

32. **Seksualna zloupotreba** znači stvarnu ili prijetnju fizičkim nametanjem seksualne prirode, bilo silom ili pod nejednakim ili prisilnim uvjetima.

33. **Seksualno iskorištavanje** znači bilo koju stvarnu ili pokušanu zloupotrebu položaja ranjivosti, različite moći ili povjerenja u seksualne svrhe, uključujući, ali ne ograničavajući se na, stjecanje novčane, društvene ili političke koristi od seksualnog iskorištavanja drugoga.

34. **Jedinstvena oprema** znači bilo koju specijalnu manju opremu ili potrošnu robu koja nije pokrivena gore navedenim stopama samoodržavanja i s kojom će se postupati kao s jedinstvenom opremom. S ovim stavkama će se postupati na temelju posebnog dvostranog dogovora između prinosnika postrojbi i Ujedinjenih naroda.

OPĆE SMJERNICE ZA DRŽAVE PRINOSNICE POSTROJBI
RAZMJEŠTENIH U PROMATRAČKE SNAGE UJEDINJENIH
NARODA ZA RAZDVAJANJE (UNDOF)



Odjel za mirovne operacije
Služba za prikupljanje snaga
2006.

SADRŽAJ

1. ADMINISTRACIJA I LOGISTIKA.....	5
1.1. Logistički koncept.....	5
1.2. Oprema u vlasništvu kontingenta (COE).....	6
1.3. Pismo o pomoći (LOA).....	6
1.4. Priprema prije razmještaja.....	7
1.5. Vozila i glavna oprema.....	8
1.5.1. Vozila.....	8
1.5.2. Odjeća i osobna oprema.....	8
1.5.3. Osobna identifikacija.....	9
1.5.4. Zabranjene osobne stvari.....	9
1.6. Razmještaj.....	9
1.6.1. Općenito.....	9
1.6.2. Dogovaranje kretanja.....	9
1.6.3. Razmještaj/Rotacija/Repatriacija i pravo na prtljagu.....	9
1.6.4. Rotacija osoblja kontingenta.....	9
1.6.5. Informacija o kretanju za putovanje do i iz područja misije.....	10
1.6.5.1. Zračni prijevoz u organizaciji UN-a.....	10
1.6.5.2. Zračni prijevoz u organizaciji TCC-a.....	10
1.6.5.3. Pomorski prijevoz u organizaciji UN-a.....	10
1.6.5.4. Pomorski prijevoz u organizaciji TCC-a.....	11
1.6.5.5. Troškovi prijevoza.....	11
1.6.5.6. Unutarnji prijevoz	11
1.7. Ostale informacije.....	12
1.7.1. Potvrde.....	12
1.7.2. Tovarni listovi.....	12
1.7.3. Opasan teret	12
1.7.4. Kontrola kretanja po dolasku.....	12
1.7.5. Kontrola kretanja u misiji.....	12
1.8. Podupiranje	13
1.8.1. Logističke odgovornosti kontingenta	13
1.8.1.1. Obroci i voda.....	13
1.8.1.2. Oprema za dobavljanje hrane.....	14
1.8.1.3. Streljivo.....	14
1.8.1.4. Slobodno vrijeme i rekreacija te kantina.....	14
1.8.1.5. Područja visokog rizika (Epidemiološki).....	15
1.8.2. Logističke odgovornosti UN-a.....	14
1.8.2.1. Komunikacije.....	14
1.8.2.2. Informacijska tehnologija.....	14
1.8.2.3. Letjelice.....	15
1.8.2.4. Obroci.....	15
1.8.2.5. Začini.....	15
1.8.2.6. Voda.....	15
1.8.2.7. POL (gorivo, ulja i maziva).....	16

1.8.2.8. Dodatni zahtjevi za obročima, vodom, POL i ostalim zalihamama.....	17
1.9. Smještaj.....	17
1.9.1. Kontingent.....	17
1.9.2. Vojni promatrači (UNMO-i).....	17
1.9.3. Stožerni časnici (SO-i).....	17
1.9.3.1. Ured.....	17
1.9.3.2. Električna energija.....	17
1.10. Druge kategorije samoodržavanja.....	17
1.10.1. Dodjela prijevoza UN-a.....	18
1.10.2. Ovlašteno korištenje vozila UN-a.....	18
1.10.3. Popravak i obnavljanje.....	19
1.11. Administrativna pitanja.....	19
1.11.1. Radno vrijeme.....	19
1.11.2. Dopust	19
1.12. Financijski dogovori.....	19
1.12.1. Financijske obveze.....	19
1.12.2. Mijenjanje valute.....	19
1.12.3. Doplatak za životne troškove u misiji (MSA).....	19
1.13. Repatrijacija pojedinaca.....	20
1.13. 1. Repatrijacija iz obiteljskih i drugih opravdanih razloga.....	20
1.13.2. Repatrijacija na stegovnoj osnovi	20
1.13. 3. Medicinska repatrijacija.....	20
1.13. 4. Smrt pripadnika	21
1.14. Potraživanja u slučaju smrti i invalidnosti	21
1.15. Zahtjevi za informacijom.....	21
 2. OSOBLJE.....	22
2.1. Općenito.....	22
2.2. Zahtjevi obuke	22
2.3. Ponašanje osoblja.....	23
2.3.1. Ravnopravnost spolova i glavne tendencije.....	24
 3. MEDICINSKI STANDARDI ZA MIROVNE MISIJE UN-a.....	25
3.1. Medicinski standardi.....	25
3.2. Fizički uvjeti.....	25
3.3. Politika cijepljenja.....	25

4.	POLITIKA TESTIRANJA NA HIV ZA PRIPADNIKE MIROVNIH SNAGA U ODORI.....	27
4.1.	Uvod.....	27
4.2.	Testiranje na HIV.....	27
4.3.	Savjetnici za HIV/AIDS.....	28
4.4.	Izlaganje krvi.....	28
4.5.	Pregled politike.....	29
5.	ZABRANA SEKSUALNOG ISKORIŠTAVANJA I SEKSUALNO ZLOSTAVLJANJE.....	30

Dodaci:

Dodatak A – Povijest UNDOF-a, mandat i širi koncept operacija.....	31
Dodatak B – Organizacija UNDOF-a.....	34
Dodatak C – Vojni raspored UNDOF-a (iz travnja 2006.).....	35
Dodatak D – Područje operacije UNDOF.....	36
Dodatak E – Područje ograničenja UNDOF-a (AOL).....	37
Dodatak F – Smjernice za TCC-e koji razmještaju vojne postrojbe.....	38
Dodatak G – Pojmovnik skraćenica i akronima.....	39

DIO 1.**ADMINISTRACIJA I LOGISTIKA****1.1. Logistički koncept**

1. Koncept logističke potpore mirovnih misija UN-a temelji se na integraciji vojnih resursa u vlasništvu UN-a, ugovorenih i onih koje osigurava kontingenjt. Sva potpora misije ili servisne funkcije u mirovnoj misiji smatraju se zajedničkim za cijelu misiju. Ovi resursi moraju biti osigurani na jednoobraznoj i pravednoj osnovi, ovisno o procjenjenim prioritetima za misiju, bez obzira da li se postrojba koja nabavlja robu i usluge sastoji od vojnika, civila ili ugovarača. Isporuka robe za zajedničku potporu ili usluge je dio administrativne funkcije u misiji i tako predstavlja odgovornost direktora administracije (DOA)/glavnog administrativnog časnika (CAO) koji se povezuje sa svim komponentama i segmentima misije.
2. Upravljanje i kontrola jedinica u vlasništvu UN-a, ugovorenih i vojnih postrojbi za osposobljavanje bit će odgovornost šefa integriranih službi potpore (CISS). CISS neposredno izvještava DOA/CAO. Zamjenik CISS-a (DCISS) je privremeno premješteni vojni časnik pod ugovorom s UN-om koji izvještava CISS-a. Kako bi se njemu/njoj omogućilo da učinkovito izvršava funkcije, DCISS je poput CISS često nominiran kao časnik Ujedinjenih naroda s certifikatom što mu daje ovlaštenje zajedno s odgovornošću.
3. Upravljanje i kontrola logističke potpore za sve komponente misije uključujući vojnu vrši se preko DOA/CAO. Sva logistička imovina u misiji, uključujući vojne postrojbe za osposobljavanje (osim resursa prve crte vojne postrojbe), bez obzira na njihovo porijeklo, smatraju se imovinom misije koja je na raspolaganju CISS-u za korištenje u potpori bilo koje komponente misije. Neke od roba i usluga koje vojne postrojbe za osposobljavanje mogu osigurati u misiji uključuju, ali nisu ograničene na sljedeće:
 - a. medicinske usluge, usluge povezane s zdravljem okoliša i ako je specificirano, stomatološke usluge;
 - b. izgradnju i upravljanje smještajem;
 - c. građevinske projekte;
 - d. usluge sustava zemljopisnih informacija (GIS);
 - e. kontrolu kretanja (MOVCON) i usluge zračnog prijevoza;
 - f. usluge kopnenog i površinskog prijevoza što može uključiti riječni ili obalni prijevoz;
 - g. popravak vozila i usluge održavanja;
 - h. instaliranje i rad komunikacijskih i IT usluga; i
 - i. računovodstvo, skladištenje i distribucija sredstava, materijala i drugih roba za životnu potporu poput goriva, vode, obroka.
4. Samo DOA/CAO ima ovlast angažirati financijske resurse misije u bilo koju svrhu, uključujući sklapanje ugovornih aranžmana za korištenje lokalnih resursa/usluga. Svi zahtjevi za takve resurse/usluge trebaju biti naslovjeni od strane vojnih zapovjednika na DOA/CAO preko JLOC-a. Ovo može uključivati ali nije ograničeno na sljedeće:
 - a. smještaj
 - b. POL (uključujući avionsko gorivo)
 - c. svježe obroke;
 - d. COMPO obroke;
 - e. opskrbu vodom;
 - f. najam opreme;
 - g. objekte za javne usluge;

- h. rad civila;
- i. uklanjanje otpada;
- j. kanalizaciju;
- k. šišanje;
- l. popravak cipela;
- m. krojačke usluge;
- n. usluge kućepazitelja;
- o. pranje rublja i kemijsko čišćenje; i
- p. prijevoz osoblja i opreme.

NAPOMENA: Posve je normalno za UN zatražiti od TCC-a da koristi samodržavanje u nekim kategorijama poput smještaja, prehrane, pranja rublja, komunikacija itd. Za pojedinosti molimo da pogledate relevantne MOU (e) i poglavlja Priručnika o politikama i postupcima u vezi povrata troškova i kontrole opreme u vlasništvu kontingenta prinosnika postrojbi (COE priručnik) 2002. kako je izmjenjen i dopunjeno.

1.2. Oprema u vlasništvu kontingenta (COE)

5. Opća skupština, rezolucijom RES/50/222 od 11. travnja 1996., odobrila je primjenu novih postupaka za utvrđivanje povrata troškova TCC-u za COE. Pravo na te stope povrata troškova ima kontingent na temelju verifikacije UN-a da su materijal i usluge koje je osigurao TCC zadovoljavaju poduzeće TCC-a u njegovom dvostranom sporazumu (MOU) s UN-om za nabavu opreme, usluga i osoblja misiji.
6. Povrat troškova za COE bit će u skladu s postupcima koji su precizirani u COE priručniku 2002., kako je izmjenjen i dopunjeno. O točnoj glavnoj opremi svakog kontingenta i zahtjevima za samodržavanje pregovarat će Tajništvo UN-a i TCC, s konačnim sporazumom kojeg ratificiraju obje stranke u formi za kontingent specifičnog MOU.
7. U interesu je TCC-a da kontingenti predaju popis osoblja i opreme jedinici COE odmah nakon dolaska u područje misije, ako takvi popisi nisu ranije dostavljeni.

1.3. Pismo o pomoći (LOA)

8. Putem DOA/CAO mogu se postići dogovori za specifične nacionalne zahtjeve koji će se ispuniti kroz „Pismo o pomoći“ (LOA). LOA je način ugovaranja kojim UN dogovara nabavu specijalnih roba i usluga od strane Vlade, na temelju izdavanja numeriranog „LOA“ kao mjerodavnog. Ured za potporu Misiji (OMS) u sjedištu UN-a u New Yorku ima ovlast izdati LOA-e koji moraju biti potpisani od strane predstavnika stalnih misija (PM) i UN-a. Fakture koje se odnose na te robe i/ili usluge moraju pokazivati broj LOA, kako bi omogućila verifikaciju primitka i tako podržala povezani trošak. Kontingenti stoga moraju u svoj korespondenciji o predmetu navesti potpun LOA referentni broj, uključujući fakture i informacije o otpremi.
9. Pisma o pomoći se koriste kada:
 - a. se pojavi specijalna potreba za bitnom robom ili uslugama koje nisu dostupne iz normalnih izvora nabave;
 - b. Vlada države kojoj kontingent pripada je jedini logički izvor nabave;
 - c. COE MOU ne obuhvaća tražene robe ili usluge; i
 - d. TCC doprinosi vojne zrakoplove ili mornarička plovila.
 - e. TCC želi dogоворити prijevoz opreme/osoblja za razmjestaј, rotaciju ili repatrijaciju.

1.4. Priprema prije razmještaja

10. Odjel za mirovne operacije (DPKO) može organizirati procjenu ili posjet prije razmještaja (PDV) Službe za prikupljanje snaga (FGS) i/ili stožera OMS-a TCC-ima radi koordinacije i finaliziranje pripreme prije odlaska.
11. Nakon dolaska u područje misije, od svakog formiranog kontingenta se očekuje da zadovolji standarde samoodržavanja koji su precizirani u mjerodavnom MOU.
12. O ovim zahtjevima za samoodržavanjem će se zasebno pregovarati za svaki kontingent, prije finalizacije MOU. U svakom slučaju, dogovorena razina samoodržavanja će uključiti sposobnost da se osiguraju i održe potrebni resursi i osoblje radi administrativne i logističke potporu kontingentu za trajanja misije.
13. Nakon završetka pregovora o MOU, TCC treba Odjelu za logističku potporu (LSD) /OMS/DPKO faxirati popis bilo kojih dodatnih zahtjeva za logističkom potporom. Nakon dogovora, ovo omogućuje UN-u da postigne alternativne dogovore za poznate nedostatke u robama i opremi.
14. TCC će DPKO staviti na raspolaganje standardni popis medicinskih priprema prije razmještaja koje se provode za osoblje njihovih mirovnih snaga prije njihovog razmještaja. Ovo će uključiti bilo koje kliničke preglede, rentgensko snimanje i laboratorijske testove kao i primljena cjepliva. Rezultati medicinskog pregleda pojedinaca se ne traže, osim ukoliko to DPKO izričito ne zatraži.
15. Svi formirani kontingenti trebaju donijeti u misiju sljedeće razine zaliha (za samoodržavanje), osim ukoliko nije drugačije zatraženo od strane OMS/DPKO:

Zalihe za područje misije	
Kako je utvrđeno za svaku pojedinu misiju, ali kao opći vodič:	
Kombinirani/terenski obroci	Obroci hrane za 21 dan i minimum 2 dana vode u bocama. Obroci hrane i vode trebaju biti isporučeni kao zrakoplovni teret tijekom početnog razmještaja. Od prethodnica svakog kontingenta se zahtjeva da uključe potpuno operativne sposobnosti samoodržavanja za vodu. Prethodnice trebaju imati pogone za pročišćavanje vode i opremu za ispitivanje vode koje trebaju biti na vrijeme u funkciji za dolazak glavnine snaga kontingenta.
Vojni dučani na terenu	UN će ih osigurati
Streljivo	Prema „Smjernicama o razini streljiva za mirovne operacije“ od rujna 2002., koje je izdao MILDIV DPKO.
Kantina	Nacionalna odgovornost (predložena zaliha za 60 dana)
Medicinske zalihe	Kako je navedeno u MOU (minimalno zalihe od 60 dana za lijekove i medicinski materijal)
Rezervni dijelovi	Prema dogovorima o najmu s održavanjem UN će osigurati prijevoz rezervnih dijelova za 90 dana pri početnom razmještaju, nakon kojeg će ponovna nabava/popuna biti nacionalna odgovornost.
<i>Napomena: OMS će obavijestiti TCC o bilo kakvим promjenama gore navedenog.</i>	

1.5. Vozila i glavna oprema

1.5.1. Vozila

16. Prije razmještaja u operacije UN-a, sva vozila i glavna oprema (bilo da je oprema u vlasništvu UN-a (UNOE), od UN-a unajmljena ili COE) koja će se koristiti u području operacija Misije, moraju biti obojena u bijelo, s crnim „UN“ slovima koja su jasno prikazana na poklopцу, na obje strane te na prednjoj i stražnjoj strani vozila.
17. Ove UN-ove oznake moraju biti najmanje 30cm široke i 45cm visoke i u crnoj boji; mogu biti nacrtni znakovi a mogu se koristiti i naljepnice. Ove oznake moraju uvijek biti vidljive. Troškovi za bojanje će biti vraćeni na temelju Verifikacijskog izvješća o dolasku i repatrijaciji i u skladu s postupkom i stopama koje su detaljno navedene u COE Priručniku, prema učinjenim izmjenama.
18. Na vozilu UN-a ne smiju biti nacionalne oznake ili zastave.
19. Nakon razmještaja, UN osigurava sva COE vozila i daje broj registarske pločice za ova vozila. TCC mora misiji koja prima snage proslijediti detalje o svim vozilima i opremi s brojem šasije i motora, najranije prije dolaska kako bi se prije razmještaja osiguralo potrebno osiguranje i registarske pločice.

1.5.2. Odjeća i osobna oprema

20. Svo osoblje kontingenta mora biti potpuno opremljeno u skladu s Prilogom 1 Dodatka A MOU i Nacionalnim skalama izdavanja tih stavki, uključujući kacige i zaštitni prsluk za tijelo/jakne/veste. Svi vojnici trebaju biti opremljeni s plavom kacigom ili plavim pokrovom za kacigu. Ovo je nacionalna odgovornost. Odgovarajući raspon dijelova odjeće treba biti osiguran za vremenske uvjete koji prevladavaju ili se očekuju.
21. UN će za sve činove dojaviti sljedeće dijelove odjeće:

SER	Količina	DIJELOVI po osobi
(a)	(b)	(c)
1	1	Beretka (UN plava)
2	1	Kapa za teren (UN plava)
3	1	Metalna značka (UN)
4	6	Oznaka za rame (UN)
5	2	Traka oko rukava (maslinasto-smeđesiva)
6	2	Marama (UN plava)

22. Nacionalna je odgovornost prilagoditi gornju seriju (a) 1 i 2 kako bi se u obzir uzele vjerske ili nacionalne preferencije. Ako je potrebno prije razmještaja u područje misije, od TCC se traži da podnesu svoje zahtjeve za seriju vanjskih oznaka UN-a (a) 1-6, Odsjeku LSD za dobavu barem osam tjedana prije nego što će biti traženi.

NAPOMENA: Nedavno su mnoge UN misije izvjestile da TCC –i ne ispunjavaju svoje obveze dobave kaciga i zaštitnih odijela/pancirki/zaštitnih prsluka osoblju njihovog kontingenta i vojnim promatračima.

1.5.3. Osobna identifikacija

23. Dok je u tranzitu do i iz područja misije, kontingenat kao i ostalo vojno osoblje mora imati identifikaciju u skladu s njihovim nacionalnim propisima. Preporučuje se imati međunarodno priznatu putovnicu a podaci se trebaju dati misiji najmanje 72 sata prije dolaska postrojbi u područje misije. Ovo se traži zbog misije koja s državom primateljicom mora urediti imigracijske formalnosti prije dolaska postrojbi. Po dolasku, osoblju će se izdati identifikacijska iskaznica mirovne misije UN-a. Od osoblja kontingenta će se tražiti da uvijek nosi nacionalnu iskaznicu i identifikacijsku iskaznicu misije.

1.5.4. Zabranjene osobne stvari

24. Pripadnicima kontingenta se strogo zabranjuje da u područje misije donesu vatreno oružje i oružje u privatnom vlasništvu. Isto tako pripadnicima kontingenta se zabranjuje da iz područja misije izvoze oružje u privatnom vlasništvu. UN neće izdavati certifikate za uvoz ili izvoz privatnog oružja.
25. U ovom kontekstu, izraz „privatno vatreno oružje ili oružje“ uključuje ne samo vatreno oružje nego i druge oblike ubojitog i neubojitog vatrenog oružja ili oružja uključujući noževe, osim džepnih nožića i nožarske robe; nevojne ceremonijalne mačeve, samostrele itd. i oružje za borilačke vještine.
26. Uvoz ili izvoz privatnog streljiva, eksploziva i pribora za zlouporabu droge također su zabranjeni.
27. Mnoge misije su razmještene u područjima koja su bogata prirodnim resursima i divljim životinjama. Od svog osoblja kontingenta se očekuje da se pridržava nacionalnih i međunarodnih propisa o prometu ovih prirodnih resursa i proizvoda divljih životinja.

1.6. Razmještaj

1.6.1. Općenito

28. LSD će koordinirati prijevoz za razmještaj i repatrijaciju. Normalan način prijevoza bit će zrakom za osoblje, a morem za opremu. Postrojba za kontrolu kretanja misije (MCU) će koordinirati pokrete unutar područja misije između zračne luke/luke iskrcaja (AOPD/POD) i područja odgovornosti postrojbe (AOR).

1.6.2. Dogovaranje kretanja

29. Općenito, LSD će organizirati zračne i pomorske pokrete. Pokret može biti alternativno organiziran od strane TCC-a prema LOA. LSD mora prije razmještaja pristati na kretanje prema LOA. UN će izvršiti povrat sredstava samo do iznosa troška koji bi imao UN da organizira pokret. Bez obzira kako je kretanje organizirano, informacija koja se zahtjeva u dolje navedenim stavcima 34. do 39. mora biti osigurana kako bi se LSD-u omogućilo da odobri dogovore.

1.6.3. Razmještaj/Rotacija/Repatriacija i pravo na prtljagu

30. Oprema kontingenta će biti premještena samo za razmještaj ili repatrijaciju iz područja misije. UN će dogovoriti pokrete opreme iz POD do Stožera kontingenta u kampu u području operacija. TCC treba pomoći pri ovom kretanju tako da osigura vozače i rukovatelje COE opreme. Tijekom rotacija, samo se osoblje premješta, oprema će biti predana od strane prethodnog kontingenta novom kontingentu u skladu s MOU/LOA. Osoblje kontingenta koji se razmješta i prevozi zrakom ima ograničenje od 45 kg prtljage. Ograničenje težine uključuje ručnu prtljagu, sve druge osobne stvari i osobnu opremu.

1.6.4. Rotacija osoblja kontingenta

31. Kontingenti će imati pravo na rotaciju svakih šest mjeseci nakon datuma tranzicije ili početnog razmještaja. Za kontingente koji odaberu rotirati se svakih 12 mjeseci, pravo na prtljagu se povećava na 100 kg po osobi. Ovo uvećano pravo se primjenjuje na kontingenat u cijelosti i ne može se dodjeliti pojedinačno. Pored toga, odabir rotacije u ciklusu od 12 mjeseci mora biti učinjen u pisanim oblicima, od strane TCC-a prije razmještaja ili tijekom mandata misije na terenu.

1.6.5. Informacija o kretanju za putovanje do i iz područja misije

32. Ovisno o načinu prijevoza, LSD zahtjeva informaciju o kretanju koja je precizirana u stavcima 33. do 37., najmanje 6 tjedana prije planiranog datuma kretanja.

1.6.5.1. Zračni prijevoz u organizaciji UN-a

33. LSD zahtjeva sljedeće informacije kako bi se pravovremeno dogovorio zračni prijevoz (pozivajući se na „Opće tovarne listove za teret“ koje je izdao MOVCON/LSD):
- mjesto ukrcaja, naziv i lokacija zračne luke;
 - broj snaga koje se premeštaju te datume kada će snage biti spremne za zračni prijevoz;
 - i, ukoliko DPKO odobri zračni prijevoz tereta, zahtjevat će se sljedeće informacije:
 - tovarne listove za teret s dimenzijama i težinom opreme za zračni prijevoz;
 - potvrdu da će vozači pratiti vozila u zračnom prijevozu;
 - potpunu informaciju o opasnom teretu (DG) u svakoj od devet klase DG (vidi članak 1.7, dolje navedeni stavak 42.); i
 - bilo koji zahtjev za kopneni prijevoz u zračnoj luci odredišta.

1.6.5.2. Zračni prijevoz u organizaciji TCC-a

34. Planirani raspored zračnog prijevoza mora biti usklađen preko MOVCON/LSD-a kako bi se izbjeglo preopterećenje zračnih luka odredišta istovremenim dolaskom zrakoplova iz više od jednog TCC-a. MOVCON/LSD zahtjevat će sljedeće informacije:
- vrstu(vrste) i brojeve zrakoplova koji će se koristiti;
 - detaljne podatke o letu; i
 - broj snaga.
35. Ukoliko je DPKO odobrio da se teret preveze zračnim putem, zahtjevaju se sljedeće informacije:
- tovarne listove za teret s dimenzijama i težinom opreme za zračni prijevoz;
 - detaljne podatke o teretu za svaki let uključujući konfiguraciju zrakoplova (teret u paletama ili u rasutom stanju);
 - popis opasnog tereta;
 - bilo koja pomoć pri istovaru koja se zahtjeva pri dolasku (uključujući vozače ako su vozila dio tereta). (Kada TCC koristi letjelice koje nemaju vlastite uređaje za integralni istovar, poput rampi za teret, prije puta se mora voditi računa da je u zračnoj luci odredišta dostupna odgovarajuća oprema za rukovanje opremom) i
 - bilo koji zahtjev za kopneni prijevoz u zračnoj luci odredišta.

1.6.5.3. Pomorski prijevoz u organizaciji UN-a

36. MOVCON/LSD zahtjeva sljedeće informacije za organiziranje komercijalne otpreme:
- poželjnu luku ukrcaja (SPOE);
 - zahtjev za prethodnim prijevozom do luke ukrcaja, ako je zatraženo (uključujući točnu lokaciju pošiljatelja, ime osobe za kontakt, brojevi telefona i faxa i e-mail adrese za polaznu i krajnju destinaciju);
 - datum kada će teret biti spremjan, u svakom pogledu, za ukrcaj;

- d. potpune i točne podatke o teretu, pojedinačnim mjerama i težinama za sve otpremne jedinice (vozila, kontejnere, rasuti teret) kao i ukupan broj otpremnih jedinica, ukupna težina, ukupno kvadratnih metara i ukupno kubičnih metara;
- e. detaljni, točan popis svog oružja, uključujući serijske brojeve;
- f. potpunu informaciju o opasnom teretu (DG) u bilo kojoj od devet klase DG (vidi dolje navedeni članak 1.7, stavak 42.);
- g. zahtjev za pomorski kontejner, ako postoji, uključujući sljedeće informacije:
 - i. zahtjevanu količinu;
 - ii. zahtjevanu veličinu (samo 20' jednakih jedinica koje ne prelaze 10 tona);
 - iii. zahtjevanu vrstu (standardno ili rashlađeno stanje kada rashladni kontejneri trebaju biti uključeni za vrijeme trajanja putovanja);
 - iv. zahtjevani datum za ukrcaj; (uobičajeno 7-14 dana prije datuma utovara plovila); ukrcaj kontejnera će biti odgovornost TCC-a;
 - v. mjesto iskrcaja;
 - vi. vrijednost opreme;
 - vii. zahtjev, ukoliko ima, za putnika/nadzornika tereta; i
 - viii. putnički manifest.

1.6.5.4. Pomorski prijevoz u organizaciji TCC-a

37. Planirani pomorski prijevoz mora biti usklađen preko MOVCON/LSD-a. MOVCON/LSD zahtjeva sljedeće informacije:
- a. naziv, vrstu i registracijsku oznaku plovila;
 - b. luku ukrcaja i datum plovidbe (a);
 - c. procijenjeno vrijeme dolaska i luku iskrcaja;
 - d. pojedinosti o teretu/putnicima kako je specificirano u gore navedenom stavku 36. za pomorski prijevoz u organizaciji UN-a;

1.6.5.5. Troškovi prijevoza

38. Troškovi trebaju biti sveobuhvatni i pokrивati sve popratne troškove poput:
- a. preleta, troškove slijetanja i rukovanja, osiguranja i operativne troškove leta za zračne operacije.
 - b. lučke troškove i troškove sidrenja, troškove ukrcaja/iskrcaja (lučkog radnika), osiguranja i operativne troškove za operacije pomorskog prijevoza.
39. TCC je odgovoran za plaćanje ovih troškova. Zračni prijevoz/pomorski prijevoz u organizaciji TCC-a treba biti utemeljen na povratu troškova što LSD mora odobriti prije razmještaja.

1.6.5.6. Unutarnji prijevoz

40. Gdje se zahtjeva unutarnji prijevoz glavne opreme, TCC ima pravo na povrat troškova u skladu s MOR i Priručnikom COE 2002., kako je izmjenjen i dopunjjen. Ove ovlasti i stvarni premještaj opreme, bit će usklađeni pojedinačno i bit će uobičajeno dogovorenili od strane UN-a ili će se izvršiti povrat troškova prema uvjetima zahtjeva. Za pojedinosti vidi Poglavlje 4. Priručnika COE 2002., kako je izmjenjen i dopunjjen.
41. Napominjemo da nisu prihvatljivi labavo upakirani predmeti. Sva oprema i robe mora biti učvršćena u stražnjoj strani vozila ili u ISO pomorskim kontejnerima od 20''. Ograničenje težine od XX metričkih tona (varira od misije do misije; obavijest daje MOVCON/LSD TCC-u.) ovisi o brojnim čimbenicima uključujući način prijevoza koji se koristi, uvjete na cesti na polazištu ili na odredištu, itd.

1.7. Ostale informacije

1.7.1. Odobrenje

- 42. Gdje TCC dogovara prijevoz, odgovoran je ishoditi potrebna odobrenja od odgovarajućih tijela. Ova odobrenja uključuju ali nisu ograničena na, prelet, slijetanje, tranzit, prijelaz granice, luku, carine i diplomatska odobrenja. U slučaju da se od sjedišta UN-a ili misije UN-a zahtjeva pomoći u vezi odobrenja OVCON/LSD treba zaprimiti takav zahtjev barem 7 dana unaprijed kako bi ga UN obradio s odgovarajućim stalnim misijama ili s državom primateljicom.
- 43. UN će za sve dolazeće nacionalne pošiljke za popunu osigurati carinjenje u POD-u. Stoga je bitna prethodna obavijest od strane nacionalnog kontingenta. Vrsta i oblik informacije bit će utvrđeni od strane CISS misije. U POD-u, UN će pomagati pri dogovaranju skladištenja dolazećih predmeta dok se ne budu mogli prosljediti u AOR/područje razmještaja.

1.7.2. Tovarni listovi

- 44. Tovarni listovi trebaju biti dostavljeni što je prije moguće MOVCON/LSD-u za svaki razmještaj, u svakom slučaju, najkasnije šest tjedana prije planiranog datuma razmještaja. Listovi trebaju sadržavati informacije o svom teretu prema utovarenim stavkama. Opasni teret se treba zasebno popisati. Također se mora dostaviti sažetak. Gdje dolazi do zasebnih kretanja (npr. prethodnica, zračno razmještanje, pomorsko razmještanje) za svako kretanje se moraju pripremiti zasebni tovarni listovi. Tovarni listovi moraju biti uskladeni s Memorandumom, a DPKO ih mora odobriti kako bi se mogli dogovoriti odobreni prijevozi. Kad je to moguće, daje se prednost dostavi tovarnih listova elektronskim putem (tablični prikazi na disku ili putem e-maila (s podacima o softveru i korištenoj inačici). TCC-i bi trebali prije slanja usaglasiti korištenje elektronskih sredstava s MOVCON/LSD osobljem.

1.7.3. Opasan teret

- 45. Prijevoz opasnih roba (DG) provodi se prema Međunarodnom pomorskem kodeksu opasnog tereta (IMDG) za pomorske pošiljke i prema propisima Međunarodnog udruženja za zračni prijevoz (IATA) za zračne pošiljke. Identifikacija, pakiranje, etiketiranje i dokumentacija o DG je odgovornost otpremnika (države koja daje postrojbe). DG koji nije u skladu s IMDG/IATA propisima, neće dobiti dozvolu ukrcaja na brodove ili zrakoplove koje je zakupio UN. Kako bi se DG prevezao zrakom ili morem, obvezno je da tovarni listovi za DG i deklaracije za DG (primjeri se nalaze u IMDG i IATA publikacijama) budu detaljno popunjene i dane UN-u. Ove informacije se potom daju komercijalnim ugovaračima UN-a kako bi se mogle primijeniti za zahtjevane dozvole. Napominjemo da se popunjavanje ovih obrazaca primjenjuje na svih devet klasa DG-a. Većina tekućina, plinova i aerosola podпадaju pod jednu od klasifikacija DG-a. TCC-i trebaju MOVCON/LSD-u dati pojedinosti o svim DG-ima. Informacija mora uključiti UN-ov broj, ispravan naziv otpreme, klasu, količinu i vrstu pakiranja, bruto težinu i neto količinu eksploziva (gdje je primjenjivo). Od TCC se zahtjeva da vodi posebnu brigu kako bi osigurao da je opasan teret pripremljen i pakiran u skladu s relevantnim zahtjevima Međunarodnog udruženja zračnog prijevoza (IATA) i Međunarodne pomorske organizacije (IMO). Kontingenti moraju uključiti osoblje kvalificirano za postupanje s opasnim teretom. Informacija o DG-u mora biti dana znatno unaprijed kako bi unajmljeni prijevoznik mogao zatražiti sva potrebna izuzeća i potvrde.

1.7.4. Kontrola kretanja po dolasku

- 46. Kako bi što je više moguće pomogao misiji, viši pripadnik bilo kojeg kontingenta u kretanju, predat će ispunjeni manifest s imenima putnika te količinom i vrstom tereta. Kopija ovog manifesta mora biti predana predstavniku postrojbe za kontrolu kretanja (MCU) po dolasku u misiju. Uz to, kontingenti trebaju planirati zapovijed za kretanje kako bi osigurali da je osoblje koje se razmješta u prvoj fazi svakog kretanja sposobno pomoći u naknadnim dolascima njihovog kontingenta.

1.7.5. Kontrola kretanja u misiji

- 47. Mora biti jasno da MCU u misiji nema ovlasti nametati troškove u ime UN-a. Sva kretanja robe i/ili osoblja moraju biti propisno odobrena prije podzimanja bilo kojeg kretanja.

1.8. Podupiranje

1.8.1. Logističke odgovornosti kontingenta.

48. Svaki kontingent može unutar svojeg ustroja uključiti nacionalni element potpore (NSE) kako bi mogao izvršavati sljedeće zadaće:
- a. komunikacija između nacionalnog kontingenta i njegove domovine (na nacionalni trošak);
 - b. osoba za kontakt za pripadnike nacionalnog kontingenta o nacionalnim pitanjima;
 - c. poštanski ured za nacionalni kontingenat, u i iz domovine;
 - d. putnički ured za nacionalni kontingenat (za npr. dopust ili repatrijaciju iz obiteljskih i drugih opravdanih razloga ili iz stegovnih razloga);
 - e. službu za pripadnike nacionalnog kontingenta;
 - f. nacionalni blagajnik i mjenjačnicu;
 - g. vođenje evidencije u pogledu nacionalnog povrata troškova od UN-a, uključujući postupke COE;
 - h. postupanje kod dolaska i zamjene odobrenog COE;
 - i. organizaciju nacionalnih posjeta odobrenih od Stožera UN-a području misije;
 - j. potporu za hospitalizirano nacionalno osoblje;
 - k. postupanje kod repatrijacije posmrtnih ostataka i osobnih stvari preminulog nacionalnog pripadnika;
 - l. organizaciju nacionalnih društvenih aktivnosti;
 - m. koordinaciju zaliha iz nacionalnih resursa; i
 - n. održavanje za sve COE i bilo koje nacionalne opreme, u skladu s MOU.
49. Bilo koji višak odobrenog osoblja kontingenta ili brojnog stanja opreme, kako je precizirano u MOU, za izvršavanje ovih zadaća je nacionalna odgovornost i neće podlijetati povratu troškova od strane UN-a.

1.8.1.1. Obroci i voda

50. Pored složenih obroka, osim ukoliko Ured za potporu misiji (OMS) nije dao drugačiju uputu prije ili tijekom rasprava o MOU, kontingenti se moraju razmjestiti sa zalihami za 21 dan kako bi bili samoodrživi dok program isporuke UN obroka ne postane potpuno operativan. Isto tako osim ukoliko OMS nije dao drugačiju uputu tijekom rasprava o MOU, kontingenti također moraju razmjestiti zalihe vode u bocama za najmanje 2 dana. Obroci hrane i vode moraju se isporučiti kao osobna prtljaga tijekom početnog razmještaja. Kontingenti će trebati što je prije moguće postati samoodrživi u obradi i ispitivanju vode po dolasku u Misiju. Shodno tome, prethodnice svakog kontingenta će uključivati potpuno operativne samoodržive sposobnosti za vodu. Prethodnice trebaju imati operativna postrojenja za pravovremenu obradu vode za dolazak glavnine snaga kontingenta. Ovaj sustav osiguranja pitke vode od strane samih kontingenata nastavlja se onolikom dugo koliko kontingenati ostanu u misiji.

1.8.1.2 Oprema za dobavljanje hrane

51. Dobavljanje hrane je kategorija samoodržavanja i odgovornost za njezino osiguranje je dogovorena u MOU. Svaki kontingent mora osigurati opremu za dobavljanje hrane, uključujući kuhinju, suđe i pribor za jelo, skladište za svježe, suhe, rashlađene i smrznute obroke, u skladu s uvjetima MOU-a. Ako kontingent razmjesti dodatnu opremu za dobavljanje hrane, koja nije obuhvaćena MOU-om, ovo se može smatrati kao NSE te stoga ne podliježe povratu troškova.

NAPOMENA: Uočeno je da mnogi TCC ne razmještaju odgovarajući broj kamiona hladnjača i uređaja za rashlađivanje u skladu s planiranim raspršenim razmještajem ili predviđenim operativnim zadacima. Pod uvjetom da su LSD i/ili misija dali pravovremenu uputu, mogu se postići dogовори за камione hladnjače i uređaje za rashlađivanje preko ugovarača za obroke UN-a za koje će TCC preuzeti plaćanje mjesecnog najma za ova sredstva prema uvjetima ugovora o obročima hrane.

1.8.1.3 Streljivo

52. Formirana mjerila za streljivo kontingenta prema „Smjernicama o razinama streljiva za operacije potpore miru“ od rujna 2002., izdanim od strane MILDIV DPKO-a treba biti dovoljna za djelovanja i obuku kako je precizirano u Tablici na temelju gore navedenog stavka 15. „Pripreme prije razmještaja“. Signalne rakete i dimne granate i gdje se zahtjeva, eksplozivi za rušenje, trebaju biti uključeni u mjerilo streljiva.

1.8.1.4 Slobodno vrijeme i rekreacija te kantina

53. Slobodno vrijeme i rekreacija je potkategorija „Razno“ kategorije samoodržavanja i odgovornost za njenu organizaciju je dogovorena u MOU. Ako je TCC odabrao slobodno vrijeme i rekreaciju kao stavku samoodržavanja, u svaki kontingent treba biti uključena osoba za slobodno vrijeme i rekreaciju s punim radnim vremenom zajedno s odgovarajućim rasponom predmeta za slobodno vrijeme i rekreaciju, sportske opreme i zaliha za kantinu. Sav uvoz duty-free robe bit će usaglašen kroz DOA/CAO.
54. Privatna komunikacija za sve činove. Zbog broja snaga u području misije, nije moguće da UN dogovori, bez ozbiljnog rizika za komunikacijske sustave, privatnu komunikaciju vojnika s njihovim obiteljima u domovini. Kako bi se održala psihičko-borbena spremnost, preporuča se TCC-ima da razmjestite potrebnu satelitsku opremu povezani s jednim ISP u domovini kako bi omogućili komunikaciju za njihove snage.

1.8.1.5 Područja visokog rizika (Epidemiološki)

55. Područja visokog rizika (epidemiološki) je kategorija samoodržanja i odgovornost za njeno opskrbljivanje je dogovorena u MOU. Ovo obuhvaća medicinske zalihe, kemoprofilaksu i preventivne mjere protiv bolesti koje su uobičajene u području misije gdje nema raspoloživog cjepiva. Opskrba uključuje ali nije ograničena na sljedeće: pilule protiv malarije, sredstvo protiv insekata, otopine za zaprašivanje i kemikalije, insekticide, otrov za štakore, zamke za životinje i druge vektorske kontrolne mjere.

1.8.2 Logističke odgovornosti UN-a

1.8.2.1 Komunikacije

56. Oprema za komunikaciju iz Sjedišta UN-a u New Yorku do Zapovjedništva misije i između Zapovjedništva misije i Zapovjedništva sektora/bojne bit će pribavljena od strane UN-a kao oprema u vlasništvu UN-a (UNOE). UN će također osigurati telefonsku mrežu, unutar Zapovjedništva misije do razine Zapovjedništva kontingenta. UN će osigurati komunikacije do razine pojedinačne snage ili nezavisnih potpostrojbi. Pozadinska veza za komunikaciju od UN misije do TCC-a je odgovornost kontingenta. Kontingenti trebaju biti potpuno opremljeni s odgovarajućom opremom za uspostavljanje telefonske komunikacije od UN misija do njihovih država i za pristup e-mailu/Internetu za osoblje ili za svrhe slobodnog vremena i rekreacije.

1.8.2.2 Informacijska tehnologija

57. Računala i pomoćna oprema radi omogućavanja pristupa lokalnoj mreži misije bit će osigurani za Zapovjedništvo misije i u ograničenom broju Zapovjedništvinama sektora/bojni i specijaliziranim postrojbama. Ovo će omogućiti prijenos e-mailova unutar i izvan područja misije pored pristupa bazama podataka koje je osigurao UN. Računala i pomoćna oprema za internu upotrebu kontingenta bit će osigurani bilo od strane TCC-a ili UN-a, ovisno o dogovorenim odgovornostima za kategoriju samoodržavanja „Ureda“ u MOU. Može se primjetiti da računala u vlasništvu kontingenta ne mogu biti umrežena na UN LAN ili WAN zbog pitanja licenciranja softvera.
58. Informatička oprema, računala i komunikacijska oprema i povezanost koju osigurava UN mora biti korištena u skladu s postupcima i propisima određenim od strane Zapovjedništva Misije.

1.8.2.3. Letjelice

59. Sva zračna sredstva koja se zahtjevaju za potporu operacija UN-a bit će dogovorena od strane LSD/DPKO-a na temelju komercijalnog ugovora ili LOA. Oni će biti dostupni samo za operativna pitanja i pitanja popune. Zračna sredstva u nacionalnom vlasništvu ne mogu se upotrebljavati u području misije, osim kako je izričito odobreno od strane DPKO-a na temelju dogovora LOA.

1.8.2.4. Obroci

60. UN će dogovoriti komercijalni ugovor za zalihe svježih, smrznutih, rashlađenih ili suhih obroka i za dobavljanje hrane u baze kontingenta, osim gdje kontingenti trebaju osigurati vlastito dobavljanje hrane na temelju uvjeta njihovog MOU. TCC mora biti pripremljen naručiti početnu zalihu svježih, smrznutih, rashlađenih i suhih obroka putem LSD-a kako bi mogla biti dogovorena isporuka u isto vrijeme kad i razmještanje glavnine snaga. Prethodnica treba postrojbi za obroke Zapovjedništva misije dati primjerak mjerila TCC-a za nacionalni obrok.

Napomena: Većina ugovora za UN obroke hrane iziskuje obavijest o zahtjevima za obroke 60 dana unaprijed.

61. Šef Integrirane službe potpore (CISS) misije dogovoriti će dobivanje i skladištenje zaliha složenih zapakiranih obroka (borbenih obroka) ili pripadajuće vode u bocama u skladu s politikom misije.
62. Mjerilo UN-a za obroke ima dvije glavne metode kontrole: mjerilo izdavanja i finansijski odnos čovjek-dan. Moguće je prilagoditi izdavanje kako bi se vodilo računa o vjerskim ili prehrambenim običajima i nacionalnom odabiru hrane (ova prilagodba je ograničena na prehrambene artikle unutar specifične grupe obroka), ali odnos čovjek-dan ne smije biti premašena. Unutar ovog ograničenja, moguće je dobiti artikle koji su specifični za ukus kontingenta ali prethodnica mora dati precizne pojedinosti o artiklima/hrani Uredu za hranu zapovjedništva misije barem 10 tijedana prije nego što će oni biti zatraženi. U mjerilu za obroke također postoji odredba o pravu na 50% dodatak na dnevne obroke za pet posebnih prilika godišnje poput nacionalnih praznika i vojnih parada.
63. Sakupljanje ili popuna drva za ogrjev u misiji više nije dozvoljeno. Većina misija ne može poduprijeti zalihe LPG za štednjake. Stoga se TCC-ima preporučuje da razmjeste štednjake na dizel gorivo.

1.8.2.5. Začini

64. Ako su začini ili drugi artikli koji se ne mogu uobičajeno naći u mjerilu UN-a za obroke bitni, s kontingentom treba donjeti zalihe dovoljne za upotrebu u 60 dana. Ovim se osigurava da je zaliha na raspolaganju dok se ne dogovori opskrba. Ako se kroz uobičajene dobavljače obroka UN-a ne može nabaviti neki artikl ili je preskup da se nabavi unutar odnosa čovjek-dan, kontingenat može zatražiti od misije da dogovori nabavu iz domovine koristeći postupak LOA.

1.8.2.6. Voda

65. Pri razmještaju, svaki kontingenat će instalirati vlastitu opremu za pročišćavanje vode kako bi proizveo pitku i sanitarnu vodu u roku od 14 dana od dolaska u područje misije. UN je odgovoran osigurati izvor nepročišćene vode (npr. buštinu). Nabava vode u bocama treba biti samo privremeno rješenje dok kontingenti instaliraju i uspostave rad opreme za pročišćavanje vode. Ukoliko bilo koji kontingenat ne može donijeti opremu za pročišćavanje vode, misija će pripremiti i koordinirati Plan misije za vodu koristeći kombinaciju UNOE i COE za pročišćenje vode, skladištenje i distribuciju. Vojna inženjerijska postrojba će imati dovoljnu sposobnost osigurati točke za vodu za snage kroz područje misije.
66. Kontingenti su prema MOU odgovorni za prijevoz nepročišćene i pročišćene vode.

NAPOMENA: Napominjemo da su nakon instaliranja postrojenja za pročišćenje vode, kontingenati odgovorni za ispitivanje i potvrđivanje da pročišćena voda zadovoljava standarde WHO-a te je ljudi mogu koristiti.

67. UN će kontingentima priskrbiti nepročišćenu vodu. Izvor vode (u zemlji ili na površini) bit će priskrbljjen od strane UN-a za svaku Zapovjedništvo sektora i lokaciju tima. U početnim slučajevima gdje nepročišćena voda još nije dostupna, UN će osigurati pročišćenu vodu.
68. **Pročišćavanje vode.** U roku od 14 dana po dolasku u područje misije kontingenti će trebati postati samoodrživi u pročišćavanju vode. Shodno tome, prethodnice svakog kontingenta se potiču da uključe potpuno operativne sposobnosti samoodržavanja za vodu. Prethodnice trebaju na vrijeme imati operativno spremno postrojenje za pročišćavanje vode za dolazak glavnine snaga kontingenta. Ovisno o kvaliteti nepročišćene vode na svakom izvoru, kontingenti će trebati pročišćavati vodu kako bi imali barem pitku vodu, i možda, sve zahtjeve. Kontingenti će trebati donijeti sa sobom postrojenje za pročišćavanje vode za veličinu satnje što nije manje od 1,000 l po satu (lph) i do 2,000 lph. Postrojenja moraju zadovoljiti standarde WHO-a i biti sposobne obavljati osnovno pročišćavanje vode što uključuje sedimentaciju, filtriranje i dezinfekciju. Oprema postrojenja treba uključiti opremu za spremanje vode koja je namijenjena za proizvodnju pročišćene vode. Oprema za pročišćavanje nije dio kapaciteta spremnika stajaće vode. Oprema treba omogućiti zasebno spremanje za ulaznu nepročišćenu vodu i izlaznu pročišćenu vodu. Kapacitet skladištenja ulazne vode treba biti dovoljan za rad od najmanje tri dana. Kapacitet skladištenja izlazne vode treba biti 5,000 litara. TCC-i trebaju u svoje kontingente uključiti dovoljno kvalificiranih rukovatelja opreme za vodu. Kontingenti će se trebati razmjestiti sa svim kemikalijama za pročišćavanje vode bilo za trajanje razmještaja ili dok se uspostavi crta nacionalne popune. UN neće TCC-u osigurati bilo koje potrošne robe za postrojenja za pročišćavanje vode osigurana na temelju najma s održavanjem.
69. Kontingenti moraju biti sposobni opskrbljivati vodom svoje snage prema Standardiziranom mjerilu UN-a kako bi osigurali zdravlje i održali provedbu zadaća snaga. Ispitivanje vode kako bi se osiguralo zadovoljavanje standarda WHO-a je odgovornost TCC-a.

Vrsta	Količina
Sigurna pitka voda (Smjernice WHO-a)	Voda za piće 4.5 l/po osobi/danu
Obrađena masa vode za čišćenje, tuširanje, pranje i druge upotrebe	80.0 l/po osobi/po danu

70. Mjerila izdavanja mogu varirati prema klimatskim uvjetima. U regijama s ekstremnim okruženjem, zahtjevi mogu biti dalje povećani, posebno ako se trebaju izvršiti veliki radovi.
71. **Prijevoz vode.** Kontingenti će trebati dovoljno cisterni za vodu za prijevoz nepročišćene vode od izvora do kampova kontingenata, dodatno uz bilo koji drugi zadatak prijevoza vode, poput interne distribucije. Cisterne se neće koristiti kao dio plana za skladištenje vode od strane TCC-a.
72. **Spremanje vode.** Kontingenti će trebati zaseban spremnik za stajaću vodu za piće i vodu u rinfuzi. Spremnici za vodu trebaju biti dovoljni za najmanje 170 litara po osobi. Kapaciteti za spremanje stajaće vode trebaju isključiti bilo koje kapacitete cisterni i bilo koju opremu za spremanje vode koja je namijenjena za proizvodnju pročišćene vode. Sva oprema za spremanje treba biti izrađena samo iz materijala koji su pogodni za konzumaciju hrane, tj. materijala odobrenih za opremu za vodu koji nemaju štetan utjecaj na zdravlje. UN će biti odgovoran za zasebnu pričuvu pitke vode za izvanredne svrhe.

1.8.2.7. POL (gorivo, ulja i maziva)

73. Zapovjedništvo misije će dogovoriti komercijalni ugovor za nabavu, skladištenje i isporuku rasutog POL-a za vozila, letjelice i drugu opremu koja koristi gorivo poput generatora i grijača. OMS će dati precizne zahtjeve.
74. Skladištenje i interna raspodjela unutar postrojbe će ipak biti nacionalna odgovornost i mora biti u skladu s propisima UN-a za postupak evidentiranja i raspodjele. Odometri (vozila) i brojila moraju raditi u svim vozilima a generatori učinkovito bilježiti potrošnju goriva. Za učinkovite podatke o potrošnji goriva, UN može instalirati FUEL LOG na sva vozila i opremu kontingenta.

1.8.2.8. Dodatni zahtjevi za obrocima, vodom, POL-om i ostalim zalihamama

75. OMS će priopćiti TCC-e o bilo kojim zahtjevima za dodatnim obrocima, pitkom vodom, POL-om i ostalim zalihamama koje trebaju donijeti vojne postrojbe u vrijeme početnog razmještaja.

1.9. Smještaj

1.9.1. Kontingent

76. Od većine vojnih postrojbi se očekuje da u potpunosti budu samoodržive u kategoriji opreme šatorima (prema Priručniku COE) najmanje prvih šest mjeseci od njihovog dolaska. UN će što je prije moguće osigurati smještaj u čvrstim /montažnim objektima za one postrojbe čije uloge uključuju operacije iz općenito statičkih lokacija. Jednom kada UN osigura smještaj, kontingenti neće dobivati povrat troškova za smještaj u šatorima, osim ukoliko se od njih ili njihovih elemenata, iz operativnih razloga, ne zahtjeva da se ponovno smjesti u šatore koje je osigurao kontingen. Ukoliko UN ipak nije u mogućnosti, nakon šest mjeseci smještaja u šatorima, osigurati stalan smještaj u čvrstim ili montažnim objektima, TCC će imati pravo na povrat troškova prema postupcima sadržanim u Priručniku COE 2002., kako je izmjenjen i dopunjeno.

1.9.2. Vojni promatrači (UNMO-i)

77. U skladu sa Smjernicama za vojne promatrače u DPKO, UNMO-i su odgovorni za hranu i smještaj, lokalni prijevoz i pribavljanje hrane. Da bi pokrili troškove, UNMO-i dobivaju doplatak za životne troškove u misiji (MSA). Ovisno o sigurnosnoj situaciji, raspoloživosti lokalnih resursa i politici SRSG-a, od UNMO-a se može zahtjevati da žive i da se hrane u objektima za smještaj i prehranu koje je osigurao UN. U takvom slučaju, izvršit će se potrebni odbici od doplatka za životne troškove u misiji u skladu s pravilima i propisima UN-a.

1.9.3. Stožerni časnici (SO-i)

78. Odgovornost za hranu i smještaj, lokalni prijevoz, dobavljanje hrane i ostale kategorije samoodržavanja za stožerne časnike koji su dodijeljeni Zapovjedništvu snaga ostaje UN-ova ili TCC-ova, u skladu s MOU.
79. Uvjeti službe za stožerne časnike su na reviziji. TCC će biti obavješten o promjenama kada se one odobre.

1.9.3.1. Ured

80. Od kontingenata se očekuje da budu samoodrživi u ovoj kategoriji prema standardima navedenim u Priručniku COE. Ovo će biti potvrđeno tijekom pregovora o MOU.

1.9.3.2. Električna energija

81. UN će osigurati električnu energiju ili putem redovnog izvora energije ili putem glavnih generatora za objekte stožera UN-a (dobavljanje hrane, ured i smještaj) za civilno osoblje UN-a, CIVPOL i UNMO-e.
82. Od kontingenata se zahtjeva da budu samoodrživi u kategoriji električne energije u skladu s Priručnikom COE. Od kontingenata će se tražiti da osiguraju vlastite glavne električne generatore (20 KVA i više) prema zahtjevu te će dobiti povrat troškova posebno za te generatore kao glavnu opremu po stopi navedenoj u Priručniku COE 2002., kako je izmjenjen i dopunjeno.
83. UN će osigurati gorivo za generatore.

1.10. Druge kategorije samoodržavanja.

84. Od kontingenata se općenito očekuje da budu samoodrživi u svim odgovarajućim kategorijama samoodržavanja osim vojnih dućana na terenu prema Priručniku COE 2002. kako je izmjenjen i dopunjeno, osim ukoliko nije drugačije dogovoreno u MOU. Ove kategorije uključuju dobavljanje hrane, komunikacije, ured, električnu energiju, manje graditeljske radove, EOD, pranje rublja i čišćenje, medicinsku njegu (osnovnu i razinu 1 ili kako je odlučeno), motrenje i dućane mješovite robe.

1.10.1. Dodjela prijevoza UN-a

85. Vozila koja je UN nabavio ili unajmio bit će izdani elementima misije na temelju odluke Povjerenstva za vozila misije. Vozila će se uobičajeno izdati iz parka vozila na bazi „jedne vožnje“. Trajna izдавanja pojedinačnim korisnicima bit će ograničena samo na one situacije gdje je ovo najekonomičnija i učinkovita upotreba dostupnih sredstava. Od postrojbi se očekuje da se razmjeste s dovoljnim brojem vozila za provedbu njihovih administrativnih i operativnih zadaća.

1.10.2. Ovlašteno korištenje vozila UN-a

86. Ograničenja u korištenju prijevoza UN-a bit će slijedeća:
- a. korištenje svih UN-ovih vozila ograničeno je na pripadnike misije UN-a. U izuzetnim okolnostima, osobje koje nije pripadnici misije može biti ovlašteno samo od strane DOA/CAO-a putovati kao putnici u vozilima UN-a;
 - b. ovlaštenje se mora zatražiti unaprijed.
 - c. Ovlaštenje je samo u pisanim oblicima prema smjernicama UN-a o prijevozu osoblja koji ne pripada UN-u. Ovlaštenju treba biti priložen „Obrazac o odricanju“ potpisani od osoblja koje ne pripada UN-u, a ovlašteno je putovati u vozilima/letjelicama UN-a. Obrasci o odricanju mogu se dobiti u uredu glavnog časnika za prijevoz (CTO).
 - d. Nijedna osoba neće upravljati vozilom UN-a osim ukoliko on/ona nema valjanu vozačku dozvolu UN-a. Potencijalni vozač UN-ovog vozila mora imati i biti u mogućnosti dati na uvid valjanu nacionalnu, međunarodnu ili nacionalnu vojnu vozačku dozvolu kako bi se osposobio za vozačku dozvolu UN-a. Valjanost međunarodnih dozvola treba biti provjerena prema nacionalnoj dozvoli na kojoj su one utemeljene. Nadalje, CTO će osigurati da je datum isteka izdane vozačke dozvole UN-a usklađen s valjanosti/datumom isteka važeće nacionalne vozačke dozvole kandidata.
87. Tijelo koje ima ovlast izdavati UN-ove vozačke dozvole u misiji je CTO koji će uobičajeno organizirati potrebno testiranje svog osoblja misije koje traži dozvolu. U područjima izvan Stožera, zapovjednici preko časnika za prijevoz motornim vozilima, mogu biti ovlašteni za izдавanje dozvola njihovom osoblju nakon što su osigurali da su oni bili propisno testirani i inače udovoljili kvalifikacijama koje traži UN. Časnik za prijevoz motornim vozilima mora se prijaviti načelniku za prijevoz (CTO) što je prije moguće nakon njegovog/njezinog dolaska u područje misije radi instrukcija o kontroli i korištenju vozila UN-a prije nego što njega/nju CTO ovlasti da obrađuje zamolbe za vozačke dozvole UN-a. Časnik za motorni prijevoz svakog kontingenta će također biti testiran te će mu ured CTO-a izdati njegovu/njezinu vozačku dozvolu UN-a.
88. S obzirom na posebnu prirodu specijalizirane vojne opreme i oklopnih borbenih vozila (AFV-i), izdavanje vozačkih dozvola za takva vozila i opremu kvalificiranim vojnim operaterima bit će strogo u skladu s njihovim utvrđenim nacionalnim vojnim propisima ali ipak podložno registraciji i postpcima izdavanja preko ureda CTO-a.
89. Svi vozači UN-a će se pridržavati lokalnih cestovnih pravila primjenjivih na području misije, uključujući sve propise o cestovnom prometu koje je izdala misija.
90. Vozačke dozvole UN-a bit će oduzete osoblju za koje se utvrdi da je vozilo pod utjecajem alkohola ili droga i od osoblja koje počini ozbiljan prometni prekršaj ili čije navike u vožnji ukazuju na nedostatak stručnosti ili osjećaja odgovornosti. U slučaju nezgoda vozila UN-a u koje su uključeni pripadnici nacionalnog kontingenta, UN može tražiti povrat troškova za gubitak ili štetu na imovini u vlasništvu UN-a, uključujući vozila, od nacionalne vlade vozača ako je takav gubitak ili šteta (a) nastao izvan vršenja vozačevih službenih dužnosti ili (b) je nastao ili bio posljedica grube nemarnosti ili namjernog propusta osoblja o kojem se radi.

1.10.3. Popravak i obnavljanje

91. Misija će dogovoriti objekte za popravak i obnavljanje za sva vozila u vlasništvu UN-a. Dijelovi za popravak vozila izdanih od strane UN-a bit će osigurani kroz ugovore koje je dogovorio UN i, u slučaju novih vozila, oni će biti isporučeni u misiju s vozilima. Svi kontingenti trebaju se razmjestiti s cijelovitom sposobnošću popravka i obnavljanja kako bi izvršavali razinu popravka i obnavljanja za vozila u vlasništvu kontingenta prema odredbama MOU, te sposobnost obnavljanja za pružanje potpore svim vozilima drugih TCC-a kao i uključivanja vozila u vlasništvu UN-a koja djeluju u AOR-u.

1.11. Administrativna pitanja

1.11.1. Radno vrijeme

92. Čelnik vojne komponente (FC, CMO, CMLO) će, u dogovoru s CAO/DOA, utvrditi radno vrijeme i službene blagdane za vojno osoblje.

1.11.2. Dopust

93. Vojno osoblje UN-a u misiji ima pravo na sljedeći dopust s time da se on koristi kao stvarni dopust bez mogućnosti novčane naknade umjesto neiskorištenog dopusta:

Status pripadnika	Pravo na dopust	Odredbe CTO-a
stožerni časnik pripadnik kontingenta	15 dana u razdoblju od šest mjeseci uvećano za 2.5 dana po mjesecu u području misije	ne postoje
UNMO CIVPOL	najviše 12 dana uvećano za 1.5 dana po mjesecu u području misije	šest dana nakon svakih 30 dana stalne službe

Slobodno vrijeme kao naknada (CTO) nije primjenjivo na vojne kontingente ili stožerne časnike.

1.12. Financijski dogовори

94. Sredstva za svaku pojedinu mirovnu operaciju odobravaju se samo uz utvrđeni mandat Vijeća sigurnosti za tu misiju i pokrivaju samo troškove vođenja operacije za određeno mandatno razdoblje. Ne može se izvršiti nabava zaliha i opreme dok odgovarajuća zakonodavna tijela UN-a ne odobre sredstva. Samo DOA/CAO je ovlašten angažirati sredstva UN-a u bilo koju svrhu.

1.12.1. Financijske obvezе

95. Od TCC-a se može zahtjevati da UN-u djelomično ili u potpunosti izvrše povrat sredstava za bilo koji financijski gubitak kojeg je UN pretrpio kao rezultat nemarnosti, propusta ili kršenja bilo kojeg propisa, pravila ili administrativne upute, od strane pripadnika kontingenta.

1.12.2. Mijenjanje valute

96. Propisi o mijenjanju valute razlikuju se od države do države. Zapovjedništvo Misije će stoga izdati propise za mijenjanje valute kako bi osiguralo da se pravila o nacionalnoj valuti poštuju u području misije a također i u susjednim državama koje pripadnici kontingenta mogu posjetiti za vrijeme dopusta ili dok su u službi.

1.12.3. Doplatak za životne troškove u misiji (MSA)

97. UNMO-i se smatraju stručnjacima na zadatku u smislu članka VI. Konvencije o povlasticama i imunitetima UN-a. (1946.). Oni uživaju povlastice, imunitete i pogodnosti specificirane u tom članku kao i one iz Sporazuma o pravnom položaju misije (ili snaga) u slučajevima kada izvršavaju zadaće za UN. Ove povlastice i imuniteti se daju u interesu UN-a a ne za osobnu korist pojedinaca. Glavni tajnik ima pravo i dužnost odreći se imuniteta u svakom slučaju gdje bi, prema njegovom mišljenju, imunitet ometao tijek pravde. Takvo odricanje će biti bez utjecaja na interes UN-a.

98. MSA je osmišljen da pokrije troškove prehrane i smještaja, lokalni prijevoz i druge sporedne troškove te sačinjava ukupan doprinos UN-a takvim troškovima. Stope doplatka za životne troškove za različite misije, koje podliježu promjeni, navedene su u smjernicama za pojedinu misiju za MS. U slučaju kad su hrana i ili smještaj osigurani od strane UN-a, vlade ili bilo koje srodne institucije, doplatak za životne troškove u misiji će u skladu s time biti umanjen.

1.13. Repatriacija pojedinaca

1.13.1. Repatriacija iz obiteljskih i drugih opravdanih razloga

99. FC može pisano preporučiti SRSG-u repatrijaciju pojedinaca iz obiteljskih i drugih opravdanih razloga na trošak UN-a. Na temelju takve preporuke, CAO/DOA će izvršiti potrebne pripreme za put, zajedno s izvješćem za HQ UN-a u New Yorku u svrhu evidentiranja. Osnove za repatrijaciju iz obiteljskih i drugih opravdanih razloga mogu uključiti:
- kritičnu ili opasnu bolest ili ozljedu bliskog člana obitelji koji je u srodstvu prvog stupnja (roditelj, supružnik ili dijete);
 - kritičnu ili opasnu bolest ili ozljedu brata, sestre ili drugog bliskog rođaka koji je jedini preživjeli rođak pojedinca; i
 - prisustvovanje pogrebu jednog od gore navedenih.
100. Repatriacija pojedinca iz obiteljskih i drugih opravdanih razloga uobičajeno će se smatrati kao završetak njegove/njezine rotacije na dužnosti. Nakon preporuke FC i odobrenja od strane CAO/DOA, UN će platiti put ekonomskog klase u jednom smjeru. Ako se pojedinac vrati u područje misije ili kada TCC osigura zamjenu, bit će odgovornost TCC-a platiti put pojedincu koji se vratio ili za zamjeni u područje misije.

1.13.2. Repatriacija na stegovnoj osnovi

101. SRSG u dogovoru s FC-om može pisano preporučiti repatrijaciju pojedinca na stegovnoj osnovi na trošak TCC-a ili UN-a, ovisno o prirodi slučaja. Odgovornost TCC-a će biti platiti za put pojedinca koji se vraća i zamjene u područje misije. UN će platiti samo ako je utvrđeno kako je takva repatriacija u najboljem interesu Organizacije. Na temelju takve preporuke, CAO/DOA će izvršiti potrebne pripreme za put, zajedno s izvješćem HQ UN-a u New Yorku u svrhu evidentiranja.

1.13.3. Medicinska repatriacija

102. Pripadnici kontingenta/vojno osoblje može biti vraćeno u domovinu ako se procijeni da su nesposobni za službu u sljedećih 30 dana ili ako trebaju liječenje koje nije moguće u misiji.
103. Kada je pripadnik UN-a vraćen u domovinu iz medicinskih razloga, UN će pokriti sve putne troškove za njega i njegovu zamjenu.
104. Evakuacija i ili repatriacija izvan područja misije bilo kojeg pripadnika kontingenta kući ili u treću državu kao rezultat već postojećeg medicinskog, stomatološkog i ili psihijatrijskog stanja bit će nacionalni trošak ako je ovo posljedica neodgovarajućeg medicinskog, stomatološkog i ili psihološkog pregleda prije razmještaja u područje misije. U slučaju kad su bolest, ozljeda ili smrt neposredna posljedica takvih već postojećih uvjeta, UN ne može biti odgovoran za bilo koju naknadu koju treba platiti za takvu bolest, ozljedu ili smrt.

1.13.4. Smrt pripadnika

105. U nesretnom slučaju smrti pripadnika dok služi u UN misiji, sve troškove povezane s povratkom posmrtnih ostataka u domovinu i putom zamjene u područje misije snosit će UN.

1.14. Potraživanja u slučaju smrti i invalidnosti

106. Smjernice za podnošenje zahtjeva za potraživanja u slučaju smrti i invalidnosti mogu se naći u dokumentu Opće skupštine A/52/369 od 17. rujna 1997.

1.15. Zahtjevi za informacijom

107. Stalna misija svakog TCC-a treba čim je prije moguće OMS-u dati sljedeće informacije:
- a. adresu u domovini na koju se osnovni predmeti UN identifikacije (beretke, metalni bedževi za šešir, oznake za rame i šalovi) mogu poslati zračnom pošiljkom;
 - b. pojedinosti o otpremi zračnim i pomorskim pošiljkama;
 - c. popis opreme i zaliha koje su osigurane uključujući vozila po vrsti i količini (s težinama i ukupnim dimenzijama);
 - d. popis opreme i/zaliha koje nacionalna nadležna tijela ne mogu osigurati;
 - e. specijalne poštanske adrese u domovini;
 - f. presliku nacionalnog mjerila obroka;
 - g. popis osobne odjeće, uređaja i opreme kao i osobnog naoružanja i streljiva koji su izdani pripadniku kontingenta prema nacionalnim propisima; i
 - h. točku za kontakt s vojnim zapovjedništvom u domovini s ovlasti da neposredno surađuju s OMS vezano za detalje razmještaja/ponovnog razmještaja uključujući ime, čin, telefon, fax broj i podatak o vremenu kada je dostupan.

DIO 2.**OSOBLJE****2.1. Općenito**

108. TCC-i su odgovorni za odgovarajuću pripremu vojnika i časnika za razmještaj u područje operacija. Priprema vojnika ne obuhvaća samo osiguranje obuke za vojne aspekte zadaća koje treba izvršiti nego također uključuje medicinske pripreme, itd.
109. Svo razmješteno osoblje, kao dio misije, potpast će pod operativnu kontrolu FC-a. FC ima ovlast izdavati zapovijedi i upute u skladu s rezolucijama odgovarajućih tijela UN-a u vezi s misijom. Takve zapovijedi mogu se povremeno revidirati prema odluci FC-a.

2.2. Zahtjevi obuke

110. Svo osoblje koji je predviđeno za razmještaj unutar područja operacija misije treba biti fizički sposobno i obučava se u osnovnim pješačkim vještinama. Posebna pažnja se treba obratiti izvršavanju dužnosti pod klimatskim uvjetima u misiji;
111. Postrojbe i vojno osoblje koji je određeno za sudjelovanje u mirovnim operacijama treba, kao minimum, pored Standardiziranog općeg obučnog modula (SGTM) 1 UN DPKO-a proći i sljedeću obuku;
- a. osnovnu pojedinačnu i zajedničku pješačku obuku do i uključujući razinu satnije, s posebnom pažnjom na obuku s oružjem (ručno vatreno oružje, teške strojnice/malokalibarsko tenkovsko oružje te protutenkovsko oružje malog i srednjeg kalibra), osnovnu zaštitu i postupke pretrage. Motorizirano pješaštvo se također mora obučiti za korištenje helikoptera;
 - b. izvještavanje o Pravilima za uporabu snaga (ROE) kojih će se misija pridržavati, pravilima nepristranosti i poštenja, pravilima ponašanja i tehnikama kako reagirati kada neprijateljski elementi vrše ometanje;
 - c. upute o mandatu i ustroju misije i područja operacija;
 - d. upute o zemljopisnom, povjesnom i kulturnom porijeklu lokalnih stanovnika Sudana i susjednih država, uključujući izvore trenutne situacije, religiozne aspekte, običaje i tabue itd;
 - e. ponašanje osoblja i zabrana bilo koje zloupotrebe ili iskorištavanja pojedinih pripadnika lokalne populacije, posebno žena i djece i politika UN-a „o nultoj toleranciji“ u ovom pogledu. Vježbe u kratkoročnom i dugoročnom razdoblju te popuna operativnih kontrolnih točaka i zadaća ophodnje (uključujući korištenje opreme za noćno osmatranje), osnovna komunikacija i obuka iz glasovnih postupaka.
 - f. osnovno čitanje karte; i
 - g. izgradnja skloništa i obuka u utvrđivanju s naglaskom na:
 - i. dovoljnoj zaštiti (debljina drveta) protiv različitih vrsta oružja;
 - ii. korištenju vreća s pijeskom;
 - iii. korištenju žičane spirale;
 - iv. korištenju različitih zidova protiv udarnog vala eksplozije;
 - v. učvršćivanju zgrade;
 - vi. različitim vrstama skloništa (betonskih, kontejnera, valoviti lim, itd);
 - vii. ponašanju u skloništima za vrijeme napada; i
 - viii. poznavanju građevnog drva kao potpore.
112. Svi UNMO i stožerni časnici bit će testirani u sljedećim vještinama nakon razmještaja u područje misije te stoga trebaju:

- a. govoriti engleski jezik (ili francuski u frankofonskim misijama);
- b. moći proći vozački ispit UN-a;
- c. moći komunicirati na HF i VHF radio uređaju;
- d. moći koristiti karte i GPS i
- e. moći koristiti PC.

NAPOMENA: Neprolazak na testiranju iz bilo koje od navedenih vještina može dovesti do repatrijacije UNMO-a ili stožernog časnika na trošak države. Razmještaj ili zamjena takvih pojedinaca također će biti nacionalni trošak.

113. Bitno je da svo osoblje bude u potpunosti obučeno u sljedećem:

- a. prvoj pomoći
- b. općoj higijeni na terenu, uključujući pročišćavanje vode;
- c. sprečavanju klimatskih ozljeda;
- d. spolno prenosivim bolestima, svijesti i sprečavanju HIV-a
- e. svijesti o rodu/spolu; i
- f. međunarodnom humanitarnom pravu (Ženevske konvencije i protokoli).

114. Svaka postrojba treba imati identificiranog savjetnika/instruktora za HIV/AIDS a kontingenti trebaju biti razmješteni s nacionalnim materijalima za obuku o HIV/AIDS-u.

2.3. Ponašanje osoblja

- 115. Organizacija UN-a utjelovljuje težnje svih ljudi svijeta za mirom. U ovom kontekstu, Povelja UN-a zahtijeva da svo osoblje mora održavati najviše standarde integriteta i ponašanja.
- 116. Standardi koji su navedeni u donjem sažetku odražavaju standarde uključene u različite službene dokumente UN-a, posebno Povelju UN-a te Propise i pravila za osoblje. Kodeks osobnog ponašanja za „plave kacige“ bit će distribuiran osoblju misije. Ipak, ove smjernice se izdaju kao podsjetnik svim kategorijama osoblja u mirovnim operacijama UN-a o visokim standardima kojih se oni moraju pridržavati u njihovim službenim i osobnim aktivnostima.
- 117. Svo osoblje koji služi u mirovnim operacijama UN-a i srodnim misijama („osoblje misije UN-a“) mora slijediti upute koje je dobilo od šef-a misije ili njegovog/njezinog ovlaštenog izaslanika koji predstavlja glavnog tajnika i ne smije primati upute iz izvora koji su izvan Organizacije.
- 118. U provedbi svojih službenih dužnosti u državi u kojoj služe, osoblje misije UN-a mora:
- 119. Izvršavati svoje dužnosti isključivo imajući na umu interes UN-a, te se ponašati tako da prepoznae potrebe i interese države primateljice i njenih ljudi te se ponašati strogo nepristrano, s integritetom, neovisnošću i taktom u svim aktivnostima;
- 120. Ne zloupotrebljavati ili iskorištavati pojedinog pripadnika lokalnog stanovništva, posebice žene i djecu;
- 121. Ne nastojati dobiti niti prihvati bilo koju materijalnu nagradu, čast ili poklon iz bilo kojeg izvora osim Organizacije;
- 122. Pažljivo postupati s imovinom UN-a, posebice s vozilima i komunikacijskom opremom te ne smije trgovati, prodavati ili koristiti takvu opremu za osobnu korist;
- 123. Biti krajnje diskretno u svim službenim pitanjima te mora čuvati kao povjerljive sve informacije i materijale koji su određeni kao povjerljivi; i
- 124. Biti uljudno i poštivati svo osoblje misije UN-a bez obzira na njihovu vjeru, rod, čin ili porijeklo.
- 125. U svom privatnom životu, osoblje misije UN-a mora:
- 126. Osigurati da njihovo ponašanje ne diskreditira misiju i ne šteti njezinoj vjerodostojnosti, učinkovitosti i imidžu, posebice ispunjavanjem svih finansijskih obveza u državi primateljici prije odlaska;

127. Ne pretjerivati s konzumacijom alkohola te ne zloupotrebljavati ili ne trgovati s drogom ili bilo kojim nedopuštenim tvarima te
128. Pokazati poštovanje i uljudnost prema svom stanovništvu i njihovim zakonima, običajima i tradiciji.

2.3.1. Ravnopravnost spolova i glavne tendencije

- a. Osigurati pridržavanje odredbi navedenih u Rezoluciji 1325 (2000.) Vijeća sigurnosti o ženama, miru i sigurnosti. Rezolucija ponovno potvrđuje važnu ulogu žena u sprečavanju i rješavanju sukoba i u građenju mira, naglašava važnost njihovog ravnopravnog sudjelovanja i punog uključivanja u sva nastojanja za održanje i unapređenje mira i sigurnosti i potrebu povećanja njihove uloge u donašanju odluka u pogledu sprečavanja i rješavanja sukoba. Nadalje, ona priznaje da razumijevanje učinka oružanog sukoba na žene i djevojčice, zajedno s učinkovitim institucionalnim dogovorima radi jamčenja zaštite i punog sudjelovanja u mirovnom procesu, mogu značajno doprinijeti održavanju i unapređenju međunarodnog mira i sigurnosti.¹
- b. Osigurati da je svo osoblje prije razmještaja informirano o odredbi 1325.
- c. Osigurati da sudjelovanje ženskog vojnog osoblja u svim kontingentima (najmanje 2 posto), posebno na strateškim pozicijama koje zahtjevaju žensko osoblje poput: pretrage i zaštite; demobilizacije ženskih boraca; ophodnje te nadzora izbora.
- d. Promicati okruženje koje će doprinijeti i poštivati žensko i muško vojno osoblje, osiguravanjem odgovarajućih medicinskih ustanova, usluga i roba za muškarce i žene i uspostavljanjem mehanizma kako bi se osigurala zaštita od seksualnog zlostavljanja;
- e. Osigurati da se ženskom vojnom osoblju daju izazovni i ispunjavajući zadaci, ravnopravno s njihovim muškim kolegama, što će doprinijeti napredovanju u njihovim karijerama.

1/Glavne tendencije u pogledu spolova u mirovnim aktivnostima ima za nužnu posljedicu cijelovito uključenje stajališta spolova u sve mirovne aktivnosti, od početnih faza pregovora o prekidu vatre i utvrđivanja mandata za mirovne operacije do situacija nakon sukoba. Glavne tendencije u pogledu spolova zahtjevaju stalni pregled i analizu politika i intervencija mirovnih misija kako bi se osiguralo da perspektive, prioriteti i težnje žena i muškaraca budu integrirani u sva funkcionalna područja rada misije.

DIO 3.**MEDICINSKI STANDARDI UN-a ZA MIROVNE MISIJE**

129. Osoblje koje je dodijeljeno mirovnim/specijalnim misijama izloženo je opasnim uvjetima koji nisu uobičajeno povezani sa službom u doba mira. Osim toga, zbog stresnog i promijenjenog radnog okruženja, postoji mogućnost pogoršanja bilo kojeg već postojećeg medicinskog stanja. Stoga se posebna pažnja treba давати pacijentima s povijesti medicinskih problema.

3.1. Medicinski standardi

130. Medicinski standardi

- a. Kada se pregledavaju pripadnici za službu u mirovnim/specijalnim misijama, treba imati na umu da se od njih može zahtijevati da budu u službi gdje su nepoznate bolesti endemične, gdje sanitetarije mogu biti ispod standarda i ima malo blagodati civilizacije. Od njih se može zahtijevati da putuju pješice i da žive u primitivnim uvjetima. Objekata za rekreaciju može biti malo.
- b. Liječnici će izvršiti procjenu na temelju medicinske povijesti, tjelesnog pregleda, laboratorijskih nalaza i rendgena te procjene karakteristika ličnosti.
- c. Posebna pažnja će se posvetiti pripadnicima s anamnezom sljedećih stanja, koji mogu dobro funkcionirati u relativno zaštićenom okruženju službe ali mogu postati medicinsko opterećenje u mirovnoj misiji.

3.2. Fizički uvjeti

131. Fizički uvjeti

Sljedeća stanja se općenito smatraju kao ona koja isključuju službu u područjima mirovnih misija, ali se moraju pažljivo procijeniti na pojedinačnoj osnovi, uzimajući u obzir ozbiljnost stanja i posebno područje za koje se pripadnik pregledava:

- a. hipertenzija koja zahtjeva uzimanje lijekova;
- b. Diabetes Mellitus koji zahtjeva uzimanje lijekova;
- c. bilo koja poznata srčana bolest;
- d. bilo koja kronična bolest koja zahtjeva redovito uzimanje lijeka(ova);
- e. bilo koje stanje sa smanjenim imunitetom, uključujući AIDS;
- f. poznatu alergiju ili intoleranciju na antimalaričke lijekove;
- g. povijest ovisnosti o alkoholu ili psihijatrijska bolest

3.3. Politika cijepljenja

132. Ujedinjeni narodi preporučuju cijepljenje i kemoprofilaksu unutar područja misije što bi trebao biti minimum kojeg svi TCC moraju poštivati. Ovi zahtjevi su podijeljeni na one koji su:

- a. **Obvezni:** Cijepljenje koje mora zadovoljiti međunarodne zdravstvene propise ili nacionalne zahtjeve ugovorene od strane države primateljice za putovanje u područje misije (npr. žuta groznica). Specijalni slučaj je s cjepivom za žutu groznicu uzimajući u obzir njegovu visoku cijenu gdje se povrat troškova vrši kroz podnošenje potraživanja za stvarne troškove.

- b. **Preporučeni:** Cijepljenje koje je preporučeno od strane DPKO za putovanje u regiju (npr. hepatitis A, japanski encefalitis, meningitis). Iako je većina preporučenih cjepliva pokrivena povratom troškova za trošak postrojbe, poseban slučaj je s japanskim encefalitom uzimajući u obzir njegovu visoku cijenu gdje se povrat troškova vrši kroz podnošenje potraživanja za stvarne troškove.
- c. **Standardni/Djetinstvo:** Standardna cijepljenja uključujući dopunske doze rutinski se daju općoj populaciji i vojnom osoblju i nisu specifični za mirovne misije (npr. difterija, veliki kašalj, tetanus, dječja paraliza). Ova cjepliva ostaju nacionalna odgovornost.
- d. **Neobavezni:** Dodatna cijepljenja koja se daju kao nacionalni zahtjev ali koja nisu obvezna za ulazak u područje misije prema međunarodnim zdravstvenim propisima ili onima države primateljice i koje DPKO nije posebno preporučio. (npr. bjesnoća, antraks i sezonska ljudska gripa). **UN neće izvršiti povrat troškova za takva cijepljenja.**
- e. **Poseban slučaj:** Dodatna cijepljenja ili lijekovi koji su potrebni protiv novih ili tek nastalih infekcija koje se pojavljuju u području misije i za koje nema povrata troškova prema prethodnim kategorijama (npr. antivirusni lijek Ribavirin za Lassa groznici i Oseltamivir ili Tamiflu za ptičju gripu.). UN će osigurati te lijekove ili izvršiti povrat troškova kroz podnošenje potraživanja za stvarne troškove.
- f. Nacionalna je odgovornost osigurati da je svo osoblje dobilo barem početnu dozu svih obveznih i preporučenih cjepliva prije razmještaja u područje misije. Imunizacijski status svakog pojedinca mora biti ispravno dokumentiran za nadzor od strane pojedinog liječnika kontingenta. Gdje je primjenjivo, svaki pojedini pripadnik kontingenta mora dobiti međunarodni certifikat o cijepljenju kojeg izdaje WHO ili nacionalni ekvivalent tog certifikata.
- g. Ukoliko imunizacijski režim višestrukih doza ne bi bio završen prije razmještaja, UN je odgovoran za naknadna cijepljenja, uključujući davanje dopunske doze, po potrebi. UN će od TCC-a dobiti povrat troškova cjepliva.
- h. Ukoliko bi se vojnici razmjestili u područje misije bez obveznih ili preporučenih cijepljenja, sanitetska postrojba koja služi kao potpora će izvršiti cijepljenja ali će svi nastali troškovi biti odbijeni od povrata troškova TCC-u. Od glavnog medicinskog časnika traži se da dade popis svih cijepljenja koja su izvršena na terenu s imenima, brojevima ID UN-a i nacionalnostima kao i vrstama i dozama cjepliva.
- i. Nepridržavanje preporučenih politika imunizacije i kemoprofilakse UN-a može dovesti do zabrane ulaska u državu primateljicu kao i odbijanja bilo kojih iz toga proizašlih medicinskih potraživanja i kompenzacija.

DIO 4.**POLITIKA TESTIRANJA NA HIV ZA PRIPADNIKE MIROVNIH SNAGA U ODORI****4.1. Uvod**

133. Uvod

- a. Prijenos ljudskog imunodeficijentnog virusa (HIV) između pripadnika mirovnih snaga i zajednica u državi primateljici je briga Odjela UN-a za mirovne operacije (DPKO). Populacija koja već trpi ratna uništavanja može biti posebno ranjiva na virus. HIV se može sprječiti ako se poduzmu razumne mjere opreza ali za tu bolest nema lijeka. DPKO je za razdoblje prije razmještaja razvio „Standardizirane opće obučne module“ kao i obuku o poznavanju i programe prevencije HIV/AIDS-a u području misije. Potiče se apstinencija na terenu; ipak dostupni su muški i ženski kondomi te ih misije dijele kontingentima i osoblju UN-a. Također je dostupno liječenje za uobičajene spolne prenosive infekcije (STI). Ovaj dokument izlaze u glavnim crtama politiku DPKO-a u pogledu testiranja na HIV pripadnika mirovnih snaga u odori.
- b. Politika testiranja na HIV Ujedinjenih naroda mora biti uskladjena s međunarodnim normama ljudskih prava, posebice načelom nediskriminacije i primjene „najmanje nametljivih“ sredstava za postizanje dokazivog opravdanog cilja sprečavanja prijenosa HIV-a.
- c. DPKO podupire pravo pojedinca da zna njegov/njezin HIV status bez straha od osobne ili profesionalne diskriminacije. Prije i poslije testiranja na HIV trebalo bi provesti savjetovanje. Osigurati pojedincima mogućnost da donesu informiranu i nazavisnu odluku kako bi saznali svoj HIV status je bitna komponenta pri utjecanju na ponašanje i sprečavanje daljnog prijenosa.
- d. U skladu s Rezolucijom 1308 (2000.) Vijeća sigurnosti UN-a, DPKO snažno podupire dragovoljno povjerljivo savjetovanje i testiranje (VCCT). UN ne zahtijeva da pojedinci u bilo koje doba budu testirani na HIV vezano za njihovo razmještanje kao pripadnika mirovnih snaga.
- e. UN je upoznat s činjenicom da neke države prinosnice postrojbi (TCC) imaju politiku obveznog testiranja i ne razmještaju HIV pozitivno osoblje. DPKO poštuje ovaj nacionalni zahtjev.

4.2. Testiranje na HIV

134. Testiranje na HIV

- a. Prije razmještaja
 - i. Jedini medicinski kriterij za razmještaj i zadržavanje pripadnika mirovnih snaga je sposobnost za izvršavanje mirovnih dužnosti tijekom razdoblja razmještaja. U skladu s postojećim medicinskim smjernicama i smjernicama o ljudskim pravima, HIV status pojedinca ne smatra se sam po sebi naznakom sposobnosti za razmještaj u mirovnu misiju. UN stoga ne traži HIV test.
 - ii. Pojedinačna sposobnost se mora utvrditi temeljitim zdravstvenim pregledom prije razmještaja/medicinskom procjenom sposobnosti za službu što je odgovornost TCC-a. Nacionalni medicinski standardi se koriste za utvrđivanje sposobnosti, ali u pravilu su medicinski standardi UN-a, prema politici Odjela za medicinske službe i DPKO-a, minimum prihvatljiv za razmještaj u bilo koju mirovnu operaciju. Ovaj medicinski pregled mora isključiti one pojedince koji pokazuju znakove aktivne bolesti, uključujući znakove imunodeficijencije poput stečenog sindroma imunodeficijencije (AIDS).
 - iii. Pojedinci u misiji koji nisu u skladu sa sveukupnim standardima navedenim u smjernicama za zdravstveni pregled prije razmještaja trebaju biti vraćeni u domovinu. Dokaz da su prošli obvezni medicinski pregled treba biti dostupan na zahtjev Odsjeka za medicinsku potporu, DPKO-a ili medicinskog predstavnika misije.
 - iv. Repatrijacija je na trošak UN-a ukoliko je jasno da je do promjene u medicinskom statusu došlo za vrijeme boravka u misiji.

- v. Repatriacija je na trošak TCC-a ukoliko je razmještaj pojedinca bio jasno kršenje smjernica.
- vi. Pojedinci u misiji koji nisu u skladu sa sveukupnim standardima navedenim u smjernicama za zdravstveni pregled prije razmještaja trebaju biti vraćeni u domovinu.
- vii. Repatriacija je na trošak UN-a ukoliko je jasno da je do promjene u medicinskom statusu došlo za vrijeme boravka u misiji.
- viii. Repatriacija je na trošak TCC-a ukoliko je razmještaj pojedinca bio jasno kršenje smjernica.
- ix. UN ne isključuje HIV pozitivno osoblje iz služenja u misiji zbog njihovog HIV statusa. DPKO zahtjeva da se pripadnicima mirovnih snaga u uniformi ponudi VCCT prije razmještaja. Ovo se ne treba tumačiti kao zahtjev za obvezno testiranje. Dostupnost VCCT-a treba biti navedena u zdravstvenom certifikatu.

b. U misiji

- i. Misija mora osigurati da svo osoblje UN-a, uključujući osoblje u odori u području misije ima pristup VCCT-u, uključujući savjetovanje prije i poslije testiranja, bez troška za pojedinca.
- ii. HIV testiranje zahtjeva informirani potpisani pristanak pojedinca i mora biti popraćeno savjetovanjem.
- iii. Gdje je HIV status važan u izboru liječenja ili je pacijent bez svijesti, u smjernicama OMS-a o VCCT-u definirat će se posebne odredbe.
- iv. U područjima misije mora se održati povjerljivost u vezi zahtjeva za testiranjem kao i rezultata testa. Rezultati su „liječnička tajna“ i mogu se podijeliti samo uz pristanak pojedinca. Nacionalna politika osiguravatelja medicinskih ustanova ili nacije pojedinca ne može prevladati nad navedenim pravilima o tajnosti.
- v. UN snažno potiče da svim pripadnicima mirovnih snaga VCCT bude dostupan po povratku u domovinu.

4.3. Savjetnici za HIV/AIDS

135. Savjetnici za HIV/AIDS

- a. Preporuča se da TCC-i koji razmještaju više od 200 pripadnika mirovnih snaga u misiju, uključe najmanje jedno savjetovalište za HIV/AIDS u kontingentu ovlašteno za savjetovanje prije i poslije testiranja.
- b. Misije trebaju imati najmanje jednog međunarodnog i jednog lokalno zaposlenog savjetnika koji će osigurati savjetovanje izvan objekata u vlasništvu UN-a. Na raspolaganju trebaju biti i muški i ženski savjetnici.
- c. Sve misije moraju odrediti jednog ženskog i jednog muškog zdravstvenog djelatnika ili ženskog savjetnika koji će biti odgovoran za njegu, savjetovanje i potporu u slučajevima seksualnog nasilja ili silovanja. Ova služba mora biti uvijek na raspolaganju.

4.4. Izlaganje krvi

136. Izlaganje krvi

- a. Kako bi se izbjeglo nepotrebno izlaganje HIV-u i drugim bolestima koje se prenose krvlju i drugim tjelesnim tekućinama:
- b. Sva krv i krvni proizvodi moraju doći iz izvora koji zadovoljavaju zahteve WHO-a. Bolnice u misiji moraju održavati zalihe sukladno tome;
- c. Bolnice moraju održavati kvalitetnu sterilizaciju sve medicinske opreme. Injekcije i kirurške igle za šivanje moraju biti samo za jednokratnu upotrebu i odbačene kao opasan otpad; i

- d. Svi pribori za prvu pomoć UN-a moraju uzeti u obzir potrebu zaštite od izlaganja krvi i drugim tjelesnim tekućinama i moraju uključiti gumene rukavice i maske za oživljavanje (usta na usta).
- e. Časnik saniteta snaga (FMO) i/ili glavni medicinski časnik (CMO) u misiji dužni su zapovjediti i osigurati da pribor za profilaksu nakon izlaganja (PEP), za izlaganje u tijeku rada i u slučajevima seksualnog napada budu na raspolaganju i podjeljeni klinikama UN-a i razinama II i III (ili ekvivalentima). Pribori se financiraju kroz proračun misije.
- f. FMO i/ili FC moraju osigurati da je osoblje, uključujući medicinsko osoblje u odori, informirano o PEP priborima i politici korištenja.

4.5. Pregled politike

137. Pregled politike

- a. Ova politika je utemeljena na trenutno dostupnim kvalitativnim i empirijskim podacima. Ured za potporu misije DPKO-a će je redovito revidirati, u dogovoru s UNAIDS-om, kako bi uzeli u obzir bilo koji razvoj u liječenju i preporuke u pogledu HIV-a i AIDS-a.

Akronimi i definicije

Akronimi	Definicije
AIDS	Stečeni sindrom imune deficijencije, bolest gdje je narušena sposobnost tijela da se odupre infekcijama i drugim stanjima, primjerice raku, je naškodio zdravlju.
Povjerljivo	Informacija poznata samo dotičnom pojedincu i osobama s kojima ona/on odabere podijeliti ju.
Savjetovanje	Formalizirani sustav savjetovanja vezan za odluku o testiranju na HIV i praćenje rezultata.
HIV	Humano imunodeficijentni virus. Uzrokuje AIDS.
Obvezno	Kada pojedinac ne odlučuje da li se testiranje treba provesti ili ne.
Lječnička tajna	Informacija se može podijeliti samo između lječnika i pacijenta i između lječnika koji ga lječe ako se smatra korisnim za pacijenta.
Misija	Mirovna misija.
PEP	Profilaksa nakon izlaganja, paket za testiranje i liječenje za upotrebu ondje gdje je moglo doći do slučajnog izlaganja HIV-u.
Testiranje	Testiranje za neposredno ili posredno dokazivanje HIV infekcije.
UNAIDS	Zajednički program UN-a za HIV/AIDS.
Dragovoljno	Gdje pojedinac svojom slobodnom voljom odabere podvrgnuti se testiranju.
VCCT	Dragovoljno povjerljivo savjetovanje i testiranje.
WHO	Svjetska zdravstvena organizacija.

DIO 5.**ZABRANA SEKSUALNOG ISKORIŠTAVANJA I SEKSUALNO ZLOSTAVLJANJE**

138. Politika glavnog tajnika o nultoj toleranciji za seksualno iskorištavanje i zlostavljanje od strane osoblja UN-a bit će u potpunosti provedena. Osoblje UN-a mora se strogo pridržavati utvrđenih pravila i propisa Organizacije. Osoblje UN-a mora djelovati s najvišim standardima integriteta i ponašanja u provedbi svojih službenih dužnosti kao i u svojim privatnim životima. Osoblje UN-a mora biti osjetljivo na lokalne običaje, tradicije i kulture i pokazivati poštovanje za lokalno stanovništvo, posebno žene i djecu.
139. U skladu s pravilima i propisima UN-a (Bilten glavnog tajnika/ST/SGB/2003/13 od 9. listopada 2003.) bilo koje djelo seksualnog iskorištavanja ili zloupotrebe od strane pripadnika vojnih komponenti predstavlja djelo teškog propusta i strogo je zabranjeno. Sljedeća djela su posebice zabranjena:
- a. bilo koja razmjena novca, posla, roba, usluga ili bilo koji drugi oblik razmatranja spolnog odnosa, uključujući seksualne usluge ili druge oblike ponižavanja, degradiranja, seksualnog ponašanja koje je iskorištavajuće ili je zlostavljanje. Javno nagovaranje na bilo koje takvo djelo smatrati će se otežavajućom okolinosti;
 - b. bilo koji seksualni kontakt ili aktivnost s djetetom, tj. bilo kojom osobom oba spola ispod 18 godina, bilo uz pristanak ili bez njega, bez obzira na punoljetnost ili dob kad se može dati pristanak po lokalnim običajima. Zabluda o dobi osobe ne može se smatrati obranom.
 - c. bilo koje drugi seksualni propust koji ima štetan učinak na imidž, vjerodostojnost, nepristranost i integritet UN-a.
140. U skladu s međunarodnim pravom i politikom DPKO-a, pripadnici vojnih komponenti ne smiju biti uključeni u trgovanje ljudima. Trgovanje ljudima znači novačenje, prijevoz, transfer, smještaj ili primanje osoba putem prijetnje ili korištenja sile ili drugih oblika prisile, otimanja, prevare, obmane, zloupotrebe moći ili položaja ranjivosti ili davanja ili primanja plaćanja ili koristi da se dobije pristanak osobe koja ima kontrolu nad drugom osobom u svrhu iskorištavanja. Iskorištavanje će kao minimum uključiti iskorištavanje prostitucije drugih ili druge oblike seksualnog iskorištavanja, prisilnog rada ili usluga, ropstva ili prakse koje su slične ropstvu, ili uklanjanje organa.
141. Uspostaviti će se odgovarajući mehanizmi za izvještavanje o navodima glede propusta osoblja UN-a kako je navedeno u Strategiji DPKO-a o seksualnom iskorištavanju i zlostavljanju i za provođenje istraživačkih radova. Uspostaviti će se komunikacijski kanal namjenjen zaprimanju navoda protiv vojnog osoblja UN-a. Postojat će jasni postupci i smjernice za istraživanje svih takvih pritužbi.
142. Bilo koje dokazano kršenje može dovesti do stegovnih mjera, što može uključiti raskid radnog odnosa i/ili repatrijaciju iz područja misije.
143. Vojno osoblje – bilo iz HQ ili osoblje NSE ili pripadnici nacionalnog kontingenta – moraju shvatiti da je propisna vojna stega bitna za uspjeh misije u kojoj sudjeluju. Stega se u svako vrijeme odražava u izgledu, držanju i ponašanju pojedinog vojnika.

(potpisala)

Jean-Marie Guéhenno

zamjenik glavnog tajnika
za mirovne operacije

POVIJEST UNDOF-a, MANDAT I ŠIRI KONCEPT OPERACIJA

Povijest

1. U studenome 1947., UN je stvorio plan o podjeli Palestine na dvije države, jednu židovsku i jednu arapsku. Od proglašenja neovisnosti Države Izraela 1948., ovaj dio Bliskog istoka je doživio niz ratova između Izraela i njegovih arapskih susjeda. Kao rezultat, tisuće Palestinaca je pobeglo u susjedne arapske zemlje a Izrael je, nakon završetka neprijateljstava, ostao u posjedu više područja nego što mu je bilo dodijeljeno prema planu UN-a o podjeli. Jedan od ratova na Bliskom istoku izbio je 6. listopada 1973. između egipatskih i izraelskih snaga u području Sueskog kanala i Sinaja i između izraelskih i sirijskih snaga na Golanskoj visoravni. U izraelsko-sirijskom sektoru napetost je ostala visoka i od ožujka 1974. situacija je postala sve nestabilnija. SAD su shodno tome poduzele diplomatsku inicijativu koja je rezultirala sklapanjem Sporazuma o obustavi vojnog angažiranja (S/11302/Prilog 1, Dodaci I. i II.) između izraelskih i sirijskih snaga. Sporazum je osigurao područje razdvajanja i dvije jednakе zone ograničenih snaga i naoružanja na obje strane područja te pozvao na uspostavu promatračkih snaga Ujedinjenih naroda koje bi nadgledale njegovu provedbu. Sporazum je sklopljen 31. svibnja 1974. a Vijeće sigurnosti je istoga dana usvojilo Rezoluciju 350 (1974.) čime su osnovane promatračke snage Ujedinjenih naroda za razdvajanje (UNDOF).

Mandat

2. Vijeće sigurnosti je u svojoj Rezoluciji 350 (31. svibnja 1974.) odlučilo da će UNDOF djelujući na temelju Poglavlja VI. Povelje UN-a imati sljedeći mandat:

- (a) održavati prekid vatre između Izraela i Sirije;
- (b) nadzirati razdvajanje izraelskih i sirijskih oružanih snaga;
- (c) nadzirati područje razdvajanja i ograničenja.

5. Kako bi se dvije strane sporazumjele o početnom razmještaju snaga, u mandat je moralo biti uključeno mnogo kompromisa i dvosmislenosti. Okolnosti koje su okruživale UNDOF nikada nisu dozvolile detaljan, krut i doktrinarni pristup operacijama. Ograničenja mandata, osjetljivost država primateljica i široki međunarodni interes za Golansku visoravan, zahtijevaju da svako pitanje bude rješavano kao zaseban slučaj. Istovremeno se traži izvjestan stupanj dosljednosti kako bi se održala vjerodostojnost u odnosu na strane i stabilnost Golanske visoravni. Sporazum o obustavi vojnog angažiranja i razdvajaju izraelskih i sirijskih snaga navodi da će se obje strane suzdržati od „vojnih akcija“ jedna protiv druge. Ovaj termin nije specifično definiran i UNDOF smatra bilo koju negospodarsku aktivnost koja bi mogla imati taktičku primjenu, kao kršenje Sporazuma. Konačnu odluku da li će se prosvjedovati protiv kršenja donosi zapovjednik snaga na temelju prakse iz prošlosti i specijalnih okolnosti svakog pojedinog slučaja.

6. UNDOF je u cijelosti razmješten unutar i blizu područja razdvajanja što je nekih 80 km dužine i varira u širini od otprilike 10 km u centru do manje od jednog km na krajnjem jugu (vidi Dodatak D). Teren je brdovit a na sjeveru dominira planina Hermon. Najviša pozicija UN-a je na nadmorskoj visini od 2,800 metara. Područje razdvajanja je nastanjeno i pod upravom sirijskih državnih tijela. Nijednim vojnim snagama osim UNDOF-u nije dozvoljen pristup unutar područja razdvajanja.

7. Kroz svoje različite pozicije i kroz ophodnje, snage nadziru područje razdvajanja i interveniraju kad god bilo koje vojno osoblje uđe ili pokuša djelovati unutar njega. Ovo se ostvaruje putem stalno popunjениh pozicija i promatračkih točaka, pješice i mobilnim ophodnjama u neredovitim intervalima danju i noću na prethodno utvrđenim rutama. Na svakoj strani područja razdvajanja, postoji jedno područje ograničenja s tri zone, jedna od 0 do 10 km, jedna od 10 do 20 km i jedna od 20 do 25 km širine (vidi Dodatak E). UNDOF vrši inspekciju ovih područja svaka dva tjedna kako bi utvrdio da se poštuju dogovorena ograničenja u naoružanju i snagama.

Situacija

6. Ukupna razina situacije u području operacija UNDOF-a (AO) ostaje mirna, s obje strane područja razdvajanja na reduciranim razinama. Razine incidenata, napetosti i aktivnosti ostaju niske (s ubičajenim izuzećem u području 06A uzduž plave crte gdje se razine napetosti procjenjuju srednjim). U području operacija, posebice u AOS, mine i nadalje predstavljaju prijetnju za osoblje UNDOF-a i lokalno stanovništvo. Zbog starosti mina i propadanje njihovog eksploziva, ova prijetnja se u stvari povećala. UNDOF provodi svoju zadaću održavanjem stalnog nadzora s fiksnih pozicija i OP-ova preko AOS-a (Dodatak C), otkrivanjem preleta AOS-a i otkrivanjem svih vrsta vatre nog djelovanja i utjecaja u AOS-u. UNDOF također nadzire ulazak u AOS radi zabrane pristupa neovlaštenom osoblju. Uz to po potrebi, i ophodnje u AOS-u i AOL-u, inspekcije u AOL-u i razmještaj istražnih timova i ophodnji za brzu reakciju (RRPovi), grupa za reakciju u pripravnosti (RRG-ovi) i specijalna namjenska služba (STS) osiguravaju sigurnu kontrolu od strane UNDOF-a. U dogovoru sa sirijskim vlastima, UNDOF je u AOS-u uspostavio program sigurnosti od minskih polja i program održavanja radi identificiranja i označavanja svih minskih polja. Snage također nastavljaju pomagati Međunarodnom odboru crvenog križa (ICRC) s poštanskim uredima i prolaskom osoba kroz područje razdvajanja te podupiru aktivnosti Fonda Ujedinjenih naroda za djecu radi promicanja svijesti o minama među civilnim stanovništvom. U granicama dostupnih sredstava, osigurava se liječenje lokalnog stanovništva na zahtjev.

Misija

7. Vojna komponenta UNDOF-a s OGG-om (UNTSO) pod operativnim nadzorom FC UNDOF-a i djelujući na temelju Glave VI. Povelje UN-a učinit će najviše što može da održi prekid vatre i osigura da se on savjesno poštuje kako bi se nadgledao Sporazum i Protokol u pogledu AOS/AOL-a.

8. Opći pregled. UNDOF ima dvije bojne, jednu logističku bojnu, jedan vod vojne policije (ukupna trenutno odobrena snaga je 1047 vojnika, vidi Dodatak B) i integrirani OGG (UNTSO) će provoditi svoju misiju putem statičkih i mobilnih operacija s ciljem stalnog nadzora AOR-a kako bi se spriječila bilo koja kršenja od obaju strana (A/B – strane) Ženevske konvencije.

Vojne zadaće:

- a. Voditi statične i mobilne operacije kako bi se održao prekid vatre uzduž svih fizičkih ili zemljopisnih kontrolnih crta koje su strane identificirale u Sporazumu o prekidu vatre i Protokolu u pogledu AOS/AOL-a.
- b. Održavati potrebnu razinu vojne nazočnosti kako bi se nadzirali AOS/AOL u pogledu obustave vojnog angažiranja izraelskih i palestinskih oružanih snaga.
- c. Istražiti i izvjestiti o bilo kojem navodnom kršenju prekida vatre i sporazuma o obustavi vojnog angažiranja u skladu s protokolima koje su strane odredile i o njima se sporazumjele.
- d. U suradnji s OGG (UNTSO), održavati situacijsku svijest o sigurnosnoj situaciji unutar regije i sukladno tome podnositи redovna izvješća USG DPKO-u.
- e. Podupirati aktivnosti regionalnih izaslanika ili posebnih predstavnika koje je imenovao SG u njihovom razvijanju regionalnih mirovnih inicijativa.
- f. Voditi programe za provedbu politika glavnog tajnika vezano za izobrazbu snaga i odgovora na navode o seksualnom iskorištavanju i zloupotrebi. Svi navodi se moraju bez odgađanja istražiti i uputiti na uravnotežen način koji osnažuje politiku UN-a o nultoj toleranciji.
- g. Promovirati i olakšati humanitarne aktivnosti UN-a i drugih međunarodnih organizacija.
- h. Podupirati administrativne aktivnosti UN-a, uključujući olakšavanje dobivanja dozvola za letjelice UN-a unutar regije.

Pravila za uporabu snaqa (ROE)

9. ROE UNDOF-a su jedina ovlast za upotrebu sile u ispunjenju mandata. ROE objašnjavaju prateću politiku, načela, odgovornosti i definicije. ROE se moraju izdati svim vojnim zapovjednicima, na njihovim jezicima kako je odgovarajuće i dužnost je svih zapovjednika osigurati da svaki podređeni razumije kada, kako i koja razina snage može biti upotrebljena u unutar UNDOF AOR-a. FC je odgovoran osigurati da se svi pripadnici vojne komponente strogo pridržavaju ROE i da su obućeni za njegovu primjenu.

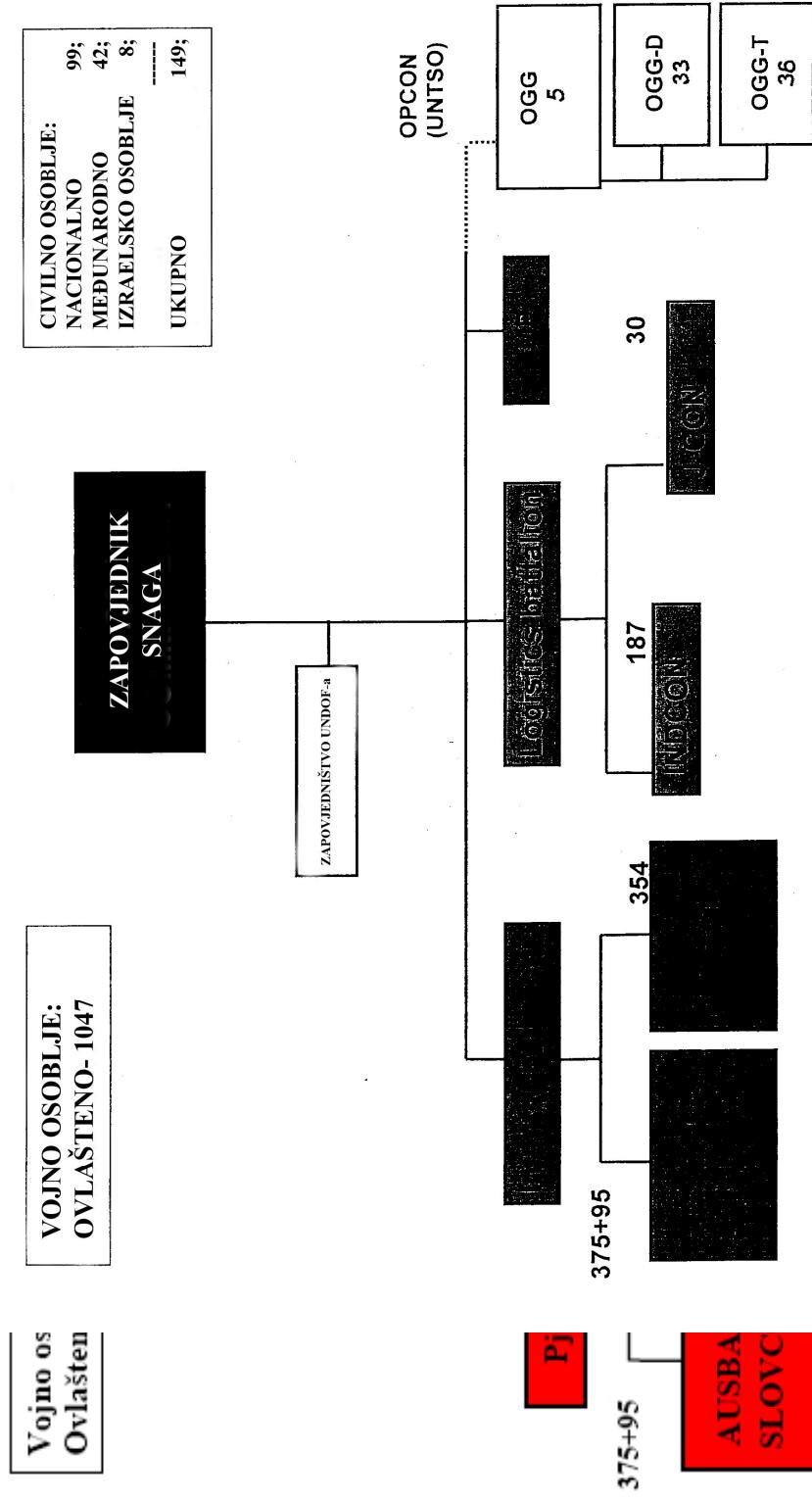
Zapovjedni dogovori

10. **Općenito.** UNDOF je provedbeno tijelo UN-a osnovano prema SCR 350 (1974). Zapovijedanje UNDOF-om je povjerenog glavnom tajniku (SG) koji je prenio cijelokupnu odgovornost za sve mirovne operacije na podtajnika za mirovne operacije (USG DPKO). Uz odobrenje Vijeća sigurnosti, SG je imenovao višeg vojnog časnika zapovjednikom UNDOF snaga i šefom misije.

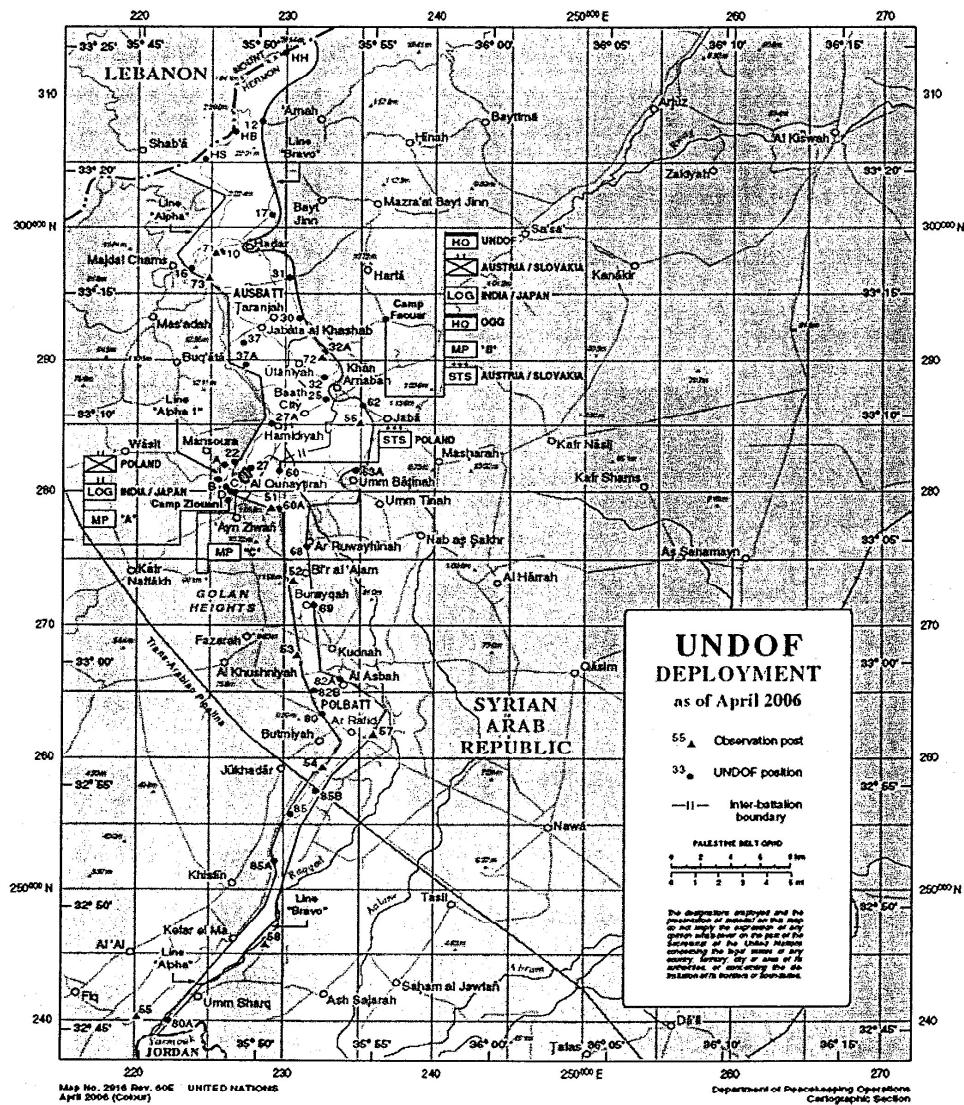
11. Zapovjednik snaga mora razviti i izdati vojnu operativnu zapovijed na razini misije (OPORDER) i prateće Standardne operativne postupke (SOP). Zapovjednik snaga, kao šef misije, mora preko USG DPKO-a SG-u davati redovna izvješća o situaciji u misiji.

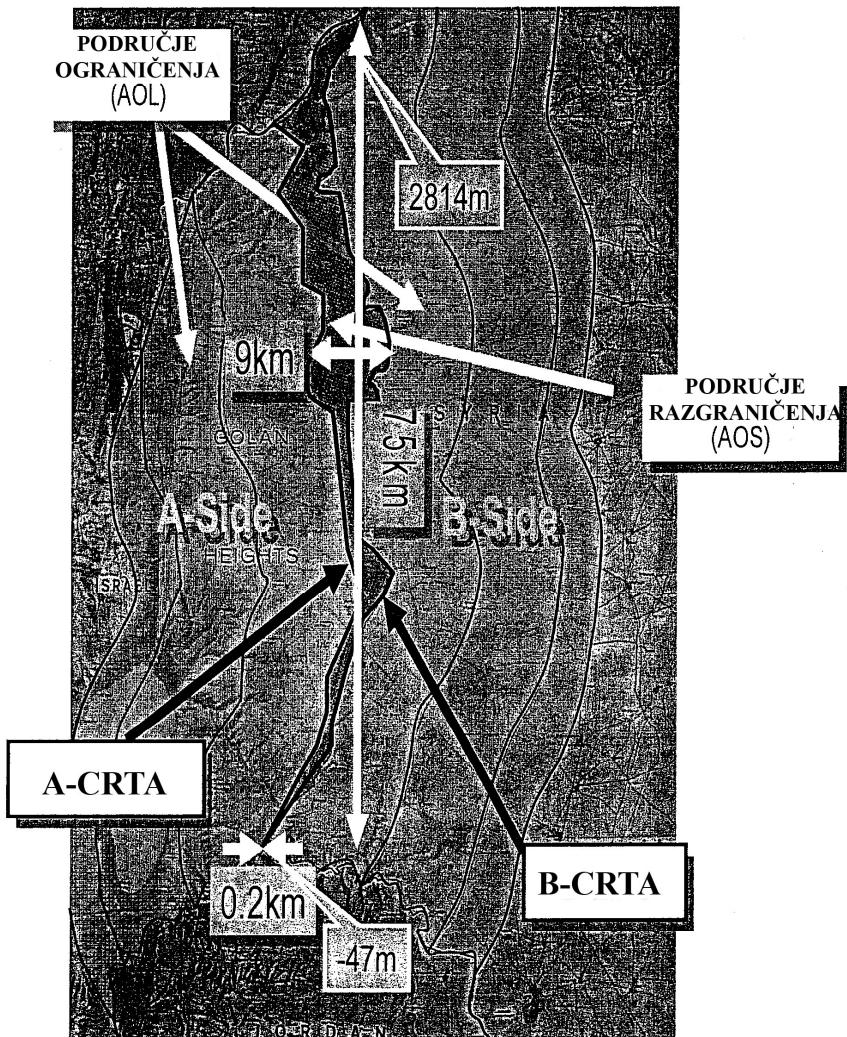
12. **Vojno zapovjedništvo.** Svi vojni pripadnici UNDOF-a dodijeljeni su pod operativni nadzor (OPCON) FC UNDOF-a. FC će uspostaviti i održavati vojnu crtu zapovijedanja za sve vojne postrojbe u misiji, koristeći načelnika stožera (COS), zapovjednike bojni/postrojbi, osoblje HQ snaga i OGG. FC može delegirati ovlasti za postupanje u njegovo ime kroz crtu zapovijedanja.

ORGANIZACIJA UNDOF-a



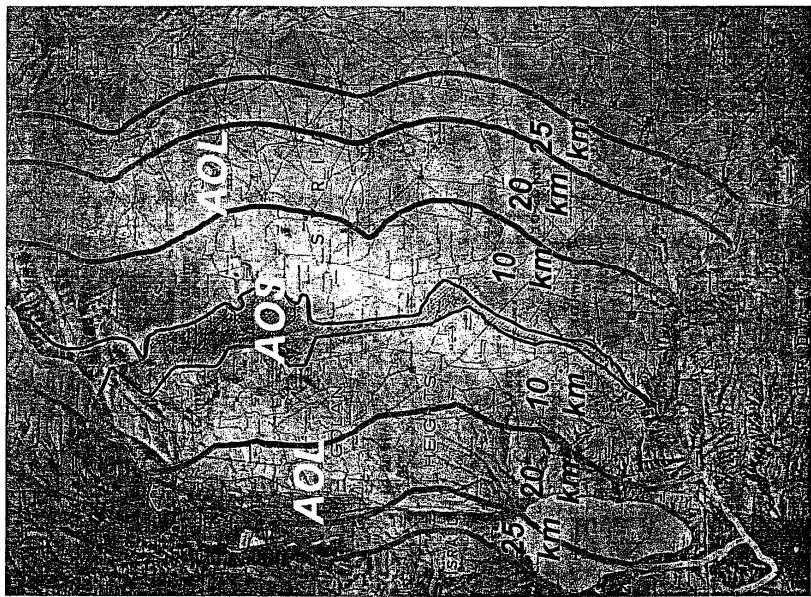
VOJNI RASPORED UNDOF-a (iz travnja 2006.)



PODRUČJE OPERACIJE UNDOF

DODATAKE

PODRUČJE OGRANIČENJA UNDOF-a (AOL)



10 km	6000	75	36
20 km	bez ograničenja	450	168
25 km	bez ograničenja	bez ograničenja	bez ograničenja

Rakete: nema unutar 25 km

Topništvo: max 122 mm u zoni od 10 km
max domet 20 km u zoni od 20 km

SMJERNICE ZA TCC-e KOJI RAZMJEŠTAJU VOJNE POSTROJBE**POPIS SA SMJERNICAMA ZA VOJNU ODJEĆU I OPREMU**

Ukoliko nije označeno kao „preporučeno“, sve niže navedene stavke su minimum potreban za osiguranje da su vojnici operativno učinkoviti na razini postrojbe i misije.

DIJELOVI ODORE	JEDINICA MJERE	Minimalna količina
Borbena odora, lagana	EA	2
Košulja, dugi rukavi	EA	4
Pulover odore	EA	1
Remen, pleteni	EA	1
Potkošulja	EA	4
Gaće	EA	4
Ručnik za ruke	EA	2
Čizme, borbene	Par	2
Čizme, gumene	Par	1
Vodootporna odjeća	Komplet	1

DIJELOVI OPREME	JEDINICA MJERE	Minimalna količina
Kaciga, borbena	EA	1
Pancirka, dijelovi	EA	1
Mrežna oprema	Puni komplet	1 („Zapovijed za hodnju“, uključujući ruksak)
Čutura za vodu	EA	1
Mreža protiv komaraca i insekticid	EA	1
Putna torba	EA	1
Pribor za prvu pomoć	EA	1
Pribor za preživljavanje (zviždaljka, ogledalo)	EA	1
Džepna lampa	EA	1
Zaštitne slušalice za uši	Par	1 (alternativno: najmanje 6 pari, prigušivači za uši)
Vreća za spavanje s dvije podstave	EA	1
Porcija za jelo i šalica	Komplet	1
Nož, žlica i vilica	Komplet	1

PREPORUČENI PREDMETI	JEDINICA MJERE	Količina
Sportska odjeća i oprema		

Dodatak G**POJMOVNIK SKRAĆENICA I AKRONIMA**

AFV	Oklopno borbeno vozilo
AMET	Zračni medicinski tim za evakuaciju
AO	Područje operacija
AOR	Područje odgovornosti
APC	Oklopni osobni transporter
CAO	Glavni administrativni časnik
CASEVAC	Evakuacija ozlijedjenih
CIMIC	Civilno-vojna koordinacija
CISS	Šef integrirane službe potpore
CIVPOL	Civilna policija
CMLO	Glavni vojni časnik za vezu
CMO	Glavni vojni promatrač
COE	Oprema u vlasništvu kontingenta
COS	Načelnik stožera
Coy	Satnja
CTO	Glavni časnik za transport/Kompenzacijsko slobodno vrijeme
DOA	Direktor administracije
DDR	Razoružanje, demobilizacija i reintegracija
DPKO	Odjel za mirovne operacije
DSRSG	Zamjenik SRSG
ELT	Odašiljač za hitno lociranje
EOD	Uništavanje ubojitih sredstava
EST	Procjenjeno
EU	Europska unija
FARP	Točka za točenje goriva u području prethodnice
FC	Zapovjednik snaga
FGS	Služba za prikupljanje snaga (DPKO)
FHQ	Zapovjedništvo snaga
FLIR	Infracrveni radar za osmatranje
FMU	Oformljene vojne postrojbe
GDP	Bruto nacionalni dohodak
GIS	Geografski informacijski sustav
GPS	Sustav globalnog određivanja položaja
HQ	Zapovjedništvo
HVAC	Grijanje, ventilacija i klimatizacija
IATA	Međunarodna udruga za zračni prijevoz
IGAD	Međuvladina agencija za razvoj
IMO	Međunarodna pomorska organizacija
ISS	Integrirana služba potpore
JDB	Združeni obrambeni odbor
LOA	Pismo o pomoći
LSD	Odjel za logističku potporu (OMS/DPKO)
M+Member	Datum mandata+broj dana
MAC	Centar za razminiranje
MD	Vojni odjel (DPKO)
MEDEVAC	Medicinska evakuacija
MIF	Višenacionalne prelazne snage
MLO	Vojni časnik za vezu (Ujedinjenih naroda)
MP	Vojna policija
MOU	Memorandum o suglasnosti

MOVCON	Nadzor kretanja
MPS	Služba za vojno planiranje (DPKO)
MS	Država članica
MSR	Glavni put opskrbe
NOE	Oprema u nacionalnom vlasništvu
NSE	Nacionalni element potpore
OMS	Ured za potporu misije (DPKO) (ranije FALD-Odjel za terensku administraciju i logistiku)
OPCON	Operativni nadzor
PDSRSG	Glavni zamjenik posebnog predstavnika glavnog tajnika
PKO	Mirovne operacije
POD	Luka polaska
POL	Gorivo, ulja i maziva
QRF	Snage za brzo djelovanje
ROE	Pravila za uporabu snaga
SAR	Potraga i spašavanje
SCO	Viši časnik za koordinaciju
SGTM	Standardizirani opći obučni modul
SHIRBRIG	Bojna u pripravnosti visoke razine
SOFA	Sporazum o pravnom položaju snaga
SRSG	Posebni predstavnik glavnog tajnika
TACOM	Taktičko zapovjedništvo
TCC	Država prinosnica postrojbi
TOE	Tablica organizacije i opreme
UN	Ujedinjeni narodi
UNDOF	Promatračke snage Ujedinjenih naroda za razdvajanje
UNDP	Program Ujedinjenih naroda za razvoj
UNMO	Vojni promatrač Ujedinjenih naroda
UNOE	Oprema u vlasništvu Ujedinjenih naroda
WFP	Svjetski program za hranu
WHO	Svjetska zdravstvena organizacija

MI SMO OSOBLJE MIROVNIH SNAGA UJEDINJENIH NARODA

Organizacija Ujedinjenih naroda utjelovljuje težnje svih ljudi svijeta za mirom.

U ovom kontekstu Povelja Ujedinjenih naroda zahtjeva da svo osoblje mora održavati najviše standarde integriteta i ponašanja.

Mi ćemo se pridržavati Uputa o međunarodnom humanitarnom pravu za snage koje poduzimaju mirovne operacije Ujedinjenih naroda i primjenjivih dijelova Opće deklaracije o ljudskim pravima kao temelja naših standarda.

Mi, kao osoblje mirovnih snaga, predstavljamo Ujedinjene narode i prisutni smo u državi kako bi je pomogli obnoviti od traume sukoba. Kao rezultat, moramo biti svjesno pripremljeni prihvativi posebna ograničenja u našim javnim i privatnim životima kako bi obavili posao i slijedili ideje Organizacije Ujedinjenih naroda.

Bit će nam date određene povlastice i imuniteti dogovoren i kroz sporazume između Ujedinjenih naroda i države primateljice, isključivo u svrhu ispunjenja naših mirovnih dužnosti. Očekivanja svjetske zajednice i lokalne populacije bit će visoka, a naše akcije, ponašanje i govor bit će pomno nadzirani.

Uvijek ćemo:

- se ponašati na profesionalan i discipliniran način u svim situacijama;
- posvetiti se postizanju ciljeva Ujedinjenih naroda;
- razumjeti mandat i misiju i pridržavati se njihovih odredaba;
- poštivati okoliš države primateljice;
- poštivati lokalne zakone, običaje i praksu i biti svjesni te poštivati kulturu, vjeru, tradicije i spolna pitanja;
- postupati sa stanovnicima države primateljice s poštovanjem, ljubaznosti i s obzirom;
- djelovati nepristrano, pošteno i s taktom;
- pružati potporu i pomoći nemoćnim, bolesnim i slabima;
- slušati nadređene/nadzornike Ujedinjenih naroda i poštivati zapovjednu crtu;
- poštivati sve druge pripadnike mirovne misije bez obzira na status, čin, etničko ili nacionalno porijeklo, rasu, spol ili vjeru;
- davati potporu i poticati propisno ponašanje među drugim pripadnicima mirovnih snaga;
- izvještavati o svim djelima koja uključuju seksualno iskorištavanje i zloupotrebu;
- uvijek se ponašati i odijevati primjereno;
- propisno obračunati sva sredstva i imovinu koja nam je dodijeljena kao pripadnicima misije; i
- brinuti se o svoj opremi Ujedinjenih naroda za koju smo zaduženi.

Nikada nećemo:

- dovesti Ujedinjene narode na loš glas ili našu državu nedoličnim ponašanjem, propustom u provedbi naših dužnosti ili zloupotrijebiti naše pozicije kao osoblja mirovnih misija;
- poduzeti bilo koju radnju koja može ugroziti misiju;
- zloupotrebljavati alkohol, koristiti ili trgovati drogom;
- komunicirati bez odobrenja s vanjskim agencijama, uključujući neovlaštena priopćenja za tisak;
- nepropisno objaviti ili koristiti informacije dobivene kroz naše zaposlenje;
- nepotrebno koristiti silu ili prijetiti osobama u pritvoru;
- počiniti bilo koju radnju koja može rezultirati fizičkom, seksualnom ili fiziološkom štetom ili patnjom pripadnika lokalne populacije, posebno žena i djece;
- počiniti bilo koju radnju koja uključuje seksualno iskorištavanje i zlostavljanje, seksualnu aktivnost s djecom ispod 18 godina ili razmjenu novca, zaposlenja, roba ili usluga za seks;
- upustiti se u seksualne veze koje mogu imati utjecaja na objektivnost ili dobrobit drugih;
- biti prost ili neuljudan prema bilo kojem pripadniku javnosti;
- namjerno oštetiti ili zloupotrijebiti imovinu ili opremu Ujedinjenih naroda;
- koristiti vozilo nepropisno ili bez ovlaštenja;
- sakupljati nedopuštene suvenire;
- sudjelovati u bilo kojim nezakonitim aktivnostima, podmićivanju ili nedoličnim postupcima; ili pokušati koristiti naše pozicije za osobnu korist, davati lažne izjave ili prihvataći povlastice na koje nemamo pravo.

Svjesni smo da posljedice propusta djelovati u sklopu ovih uputa mogu:

- potkapati povjerenje i pouzdanje u Ujedinjene narode;
- ugroziti postizanje misije;
- ugroziti naš status i sigurnost kao osoblja mirovnih snaga; i
- rezultirati administrativnim, stegovnim ili kaznenim postupkom.

MEMORANDUM OF UNDERSTANDING

Between

**THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND THE UNITED NATIONS**

Contributing

RESOURCES TO THE UNITED NATIONS DISENGAGEMENT OBSERVER FORCE (UNDOF)

Whereas, The United Nations Disengagement Observer Force (UNDOF) was established pursuant to the United Nations Security Council resolution 350 (1974) dated 31 May 1974.,

Whereas, at the request of the United Nations, the Government of the Republic of Croatia (hereinafter referred to as the Government) has agreed to contribute personnel, equipment, and services for an Infantry contingent to assist UNDOF to carry out its mandate,

Whereas, the Government and the United Nations wish to establish the terms and conditions of the contribution,

Now therefore, the Government and the United Nations (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 "MOU") between the Parties for the provision of personnel, equipment and services in support of UNDOF

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 provided by the Government.

(No major equipment provided by Croatia, hence this Annex is left intentionally blank)

Annex C:

Self-sustainment provided by the Government

- 1 - Requirements and reimbursement rates
- 2 - General conditions for self-sustainment
- 3 - Verification and control procedures
- 4 - Transportation
- 5 - Mission related usage factors
- 6 - Loss and damage

Appendix 1 to Annex C – Self-Sustainment services - distribution of responsibilities

Annex D:

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

(No major equipment provided by Croatia, hence this Annex is left intentionally blank)

Annex E:

Principles of verification and performance standards for self-sustainment provided under self-sustainment

Annex F:

Definitions

Annex G:

Guidelines (Aide-Mémoire) for Troop-Contributors

Annex H:

United Nations standards of conduct: We are United Nations Peacekeeping Personnel

Article 3Purpose

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 UNDOF and to specify United Nations standards of conduct for personnel provided by the Government.

Article 4Application

4. The present MOU shall be applied in conjunction with the Guidelines (Aide-Mémoire) for Troop-Contributors.

Article 5Contribution of the Government

5.1 The Government shall contribute to UNDOF the personnel listed at 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 UNDOF 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 deployment of such equipment to UNDOF. 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 UNDOF 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 UNDOF. 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.

Article 6Reimbursement 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 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 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 troop costs will continue at full rates until departure of 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 contingent 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.

Article 7 bis

United Nations standards of conduct

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 H to the present memorandum of understanding.

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 UNDOF. 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 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.

Article 7 quaterInvestigations

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, and the evidence gathered in the course of, the 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 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 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 Government's national contingent.

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 in liaising with other Governments contributing personnel in support of UNDOF, 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's competent authorities.

7.18 In cases where National Investigations Officers are dispatched to the mission areas, they would 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, e.g. 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 logistic support to the National Investigations Officers while they are in the mission area or host country. The Secretary-General will provide, in 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 Peacekeeping Operations, 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 quinquiens

Exercise of jurisdiction by the Government

7.22 Military members and any civilian members subject to national military 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 UNDOF. 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 UNDOF 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 3 (b), 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
- (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 contingent 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 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 8

Specific conditions

8.1 Environmental Condition Factor: 0.0%

8.2 Intensity of Operations Factor: 0.0%

8.3 Hostile Action/Forced Abandonment Factor: 0.0%

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 2,248 kilometres (1,214 nautical miles). The factor is set at 0.25% 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 troop and equipment:

Troop:

Airport/Port of Entry/Exit (in the troop-contributing country):	Zagreb, Croatia
Airport/Port of Entry/Exit (in the area of operations):	Damascus, Syria

Note: The personnel may be returned to another location designated 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 personnel from a different port of exit this port shall become the agreed port of entry for these Personnel.

Equipment:

Originating Location:	Zagreb, Croatia
Seaport of Embarkation/Disembarkation:	Split, Croatia
Port of Embarkation/Disembarkation (at destination)	Haifa, Israel

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 UNDOF 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:

- (a) First level: The Director of Mission Support (DMS)/Chief of Mission Support (CMS), in consultation with the Force Commander (FC) and the Contingent Commander will attempt to reach a negotiated settlement of the dispute; and
- (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 Peacekeeping Operations, or his 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. This MOU is provisionally applied from 14 May 2008 and shall enter into force on the date of receipt by the United Nations of the written notification by which the Government notifies of the completion of the international procedures foreseen by the legislation of the Republic of Croatia for its entry into force. The financial obligations of the United Nations with respect to reimbursement of personnel start from the date of arrival of personnel in the mission area, and will remain in effect until the date personnel 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.

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 Government of the Republic of Croatia and the United Nations have signed this Memorandum of Understanding.

Signed in New York, on 7 December 2009 in two originals in the English language.

For the United Nations

Susana Malcorra
Under-Secretary-General
for Field Support
United Nations

For the Government of the
Republic of Croatia

Ranko Vilovic
Permanent Representative of the
Republic of Croatia
to the United Nations

Personnel Provided by the Government UNDOF – Infantry Contingent – Croatia

1 – Requirements

1. The Government agrees to provide the following personnel:

For the period starting 14 May 2008

UNIT/SUB UNIT	QTY	REMARK
UNDOF HQ Staff Officers (fixed strength)	1	Fixed number of FHQ Staff Officers posts reserved for Croatia designated for MSA. See notes 1 and 2
UNDOF HQ Support	14	Fixed number of support posts (non-MSA posts) reserved for Croatia. See note 3
Infantry Contingent	80	Fixed number of posts authorized for the contingent
Total	95	

UNDOF HQ Staff Officers (shared strength)	0	FHQ Staff Officers on posts with shared incumbency with other troop-contributor(s) on a rotational basis. These posts are designated for MSA. See notes 1 and 4
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Note: On 1 July 2007 a new policy took effect by which personnel serving in designated posts at UNDOF HQ would be receiving Mission Subsistence Allowance (MSA) and that Government would not receive Troop Cost payment for those same posts. This policy was implemented on with effect on 1 September 2007 in UNDOF.

Note 2: A number of Staff Officers of all ranks and qualifications as agreed between the TC and DPKO. This represents a fixed number of posts reserved for Croatia. These posts are designated for Mission Subsistence Allowance (MSA). Troop cost is not reimbursable to the Government for those posts.

Note 3: A number of military personnel of all ranks and qualifications as agreed between the TC and the DPKO. This represents a fixed number of posts reserved for Croatia. The incumbents of those posts are not eligible for Mission Subsistence Allowance (MSA). Troop Cost is reimbursable to the Government for those posts.

Note 4: A number of Staff Officers of all ranks and qualifications as agreed between the TC and DPKO. These posts are designated for shared incumbency with other troop-contributor(s) on a rotational basis. The personnel strength indicated herein is the maximum number authorized when Croatia is assigned its potential full number of shared posts. The actual number of personnel deployed may vary from period to period and the total strength may be less than the maximum authorized. The exact number of staff officer posts will be communicated, after informal discussions and agreement, through official correspondence by the Office of Military

Affairs/DPKO to the Government, on a periodic basis. These posts are designated for Mission Subsistence Allowance (MSA). Troop cost is not reimbursable to the Government for those posts.

Note 5: The Government may provide additional personnel as a National Command Element (NCE) or National Support Element (NSE) at its own expense. There will be no payment for troop costs, rotation or self-sustainment and no other financial liability for the United Nations for NSE personnel.

2 - Reimbursement

2. The Government will be reimbursed as follows:

- a. Troop costs at the rate of \$1,028 per month per contingent member;
- b. Personal clothing, gear, and equipment allowance at the rate of \$68 per month per contingent member. The recommended soldier's kit requirement is listed at Appendix 1;
- c. Personal weaponry and training ammunition at the rate of \$5 per month per contingent member; and
- d. An allowance for specialists at the rate of \$303 per month for 10% of the personnel strength of the contingent.

3. 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 7 days of leave taken during each six-month period.

3 - General conditions for personnel

4. The Government shall ensure that the personnel it provides meets the standards established by the United Nations for service with UNDOF, *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

5. During the period of their assignment to UNDOF, the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.

6. 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 (D&D) incidents will be handled in accordance with General Assembly resolution 52/177 of 18 December 1997.

7. 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 UNDOF, 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 enjoy the legal status of members of the UNDOF. 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.

8. 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.

9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated with military members of formed bodies of troops for the purpose of this MOU.

10. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the Guidelines for troop-contributors at Annex G.

APPENDIX 1 TO ANNEX A

SOLDIER'S KIT - MISSION SPECIFIC REQUIREMENT

1. In order to ensure that units are operational, the following list of required items have been identified as the minimum recommended operational kit:

UNIFORM ITEMS		Minimum Quantity
Uniform Combat, light weight		2
Shirt, long sleeved		4
Uniform pullover		1
Belt, webbing		1
Load Bearing Equipment/Vest	Full Set	1
Pocket Handkerchief		6
Undershirt		4
Underpants		4
Hand towel		2
Boots, combat	Pair	2
Socks (Summer and Winter)	Pair	4
Boots, rubber	Pair	1
Waterproof outer clothing	Set	1

EQUIPMENT ITEMS		Minimum Quantity
Helmet, combat		1
Vest, fragmentation		1
Backpack		1
Canteen, water		1
Tooth Brush		1
Mosquito net and repellent		1
Travelling Bag		1
Compass		1
First Aid Kit		1
Survival Kit (whistle, mirror)		1
Flash Light		1
Hearing protection muffs	Pair	1 (alternate: minimum 6 pairs, ear plugs)
Sleeping bag with two liners		1
Mess tin and drinking mug	Set	1
Dining knife, spoon and fork	Set	1

RECOMMENDED ITEMS		Quantity
Sports clothing and equipment		

Annex B

Major Equipment Provided by the Government

UNDOF – Infantry Contingent – Croatia

1 – Requirement

Method of reimbursement: Wet Lease

No Major Equipment as defined in the Contingent Owned Equipment Manual is being deployed by the Government. Therefore this Annex is left blank intentionally.

Self-Sustainment
UNDOF – Infantry Contingent – Croatia

1 – Requirement

For the Period 14 May 2008 - 30 June 2008

Factors:	- Environmental: - Intensified Operational: - Hostility/ Forced Abandonment:	00.00% 00.00% 00.00%			
Category		Monthly rate US\$ Excl. Factors	Monthly rate US\$ Incl. Factors	Personnel Strength Ceiling	Totally Monthly Reimbursement Including factors
Catering	-General	26,33	26,33	0	0,00
Communication	-HF -Telephone -VHF/UHF-FM	16,95 14,07 48,48	16,95 14,07 48,48	0 0 0	0,00 0,00 0,00
Office	-General	22,72	22,72	0	0,00
Electrical	-General	27,85	27,85	0	0,00
Minor Engineering	-General	15,95	15,95	0	0,00
Explosive Ordnance disposal	-General	7,27	7,27	0	0,00
Laundry & Cleaning	-General	22,05	22,05	0	0,00
Tentage	-General	22,60	22,60	0	0,00
Accommodation	-General	38,52	38,52	0	0,00
Medical	-Basic -Blood and Blood Products -Dental only -High-Risk Areas (Epidemiological) -Laboratory only -Level 1 -Level 2&3 Combined(Incl. Dental& Lab) -Level 2 (Incl. Dental and Lab) -Level 3 (Incl. Dental and Lab)	2,00 2,20 2,50 8,70 4,50 13,23 35,44 20,63 25,13	2,00 2,20 2,50 8,70 4,50 13,23 35,44 20,63 25,13	0 0 0 0 0 0 0 0 0	0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00
Observation	-General -Night Observation -Positioning	1,07 23,95 5,45	1,07 23,95 5,45	0 0 0	0,00 0,00 0,00
Identification	-General	1,06	1,06	0	0,00
NBC Protection	-General	25,59	25,59	0	0,00
Field Defence Stores	-General	33,62	33,62	0	0,00
Miscellaneous General Stores	-Bedding -Furniture -Welfare	15,13 22,03 6,01	15,13 22,03 6,01	0 0 94	0,00 0,00 564,94
Unique Equipment/Service	-General	0,00	0,00	0	0,00

TOTAL US\$: 564,94

Self-Sustainment
UNDOF – Infantry Contingent – Croatia
1 – Requirement

For the Period Starting 01 July 2008

Factors:	-Enviromental: -Intensified Operational: -Hostility/ Forced Abandonment:	00.00% 00.00% 00.00%			
Category		Monthly rate US\$ Excl. Factors	Monthly rate US\$ Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including factors
Catering	-General	27,13	27,13	0	0,00
Communication	-HF -Telephone -VHF/UHF-FM	17,82 14,30 49,39	17,82 14,30 49,39	0 0 0	0,00 0,00 0,00
Office	-General	23,33	23,33	0	0,00
Electrical	-General	28,05	28,05	0	0,00
Minor Engineering	-General	16,49	16,49	0	0,00
Explosive Ordnance disposal	-General	7,52	7,52	0	0,00
Laundry & Cleaning	-General	22,51	22,51	0	0,00
Tentage	-General	23,58	23,58	0	0,00
Accommodation	-General	38,47	38,47	0	0,00
Firefighting	-Basic Firefighting -Fire detection and alarm	0.16 0.13	0.16 0.13	0 0	0,00 0,00
Medical	-Basic -Blood and Blood Products -Dental only -High-Risk Areas (Epidemiological) -Laboratory only -Level 1 -Level 2&3 Combined(Incl. Dental& Lab) -Level 2 (Incl. Dental and Lab) -Level 3 (Incl. Dental and Lab)	2,04 2,24 2,51 8,81 4,51 14,03 35,36 20,77 25,19	2,04 2,24 2,51 8,81 4,51 14,03 35,36 20,77 25,19	0 0 0 0 0 0 0 0 0	0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00 0,00
Observation	-General -Night Observation -Positioning	1,15 24,58 5,78	1,15 24,58 5,78	0 0 0	0,00 0,00 0,00
Identification	-General	1,09	1,09	0	0,00
NBC Protection	-General	26,24	26,24	0	0,00
Field Defence Stores	-General	33,65	33,65	0	0,00
Miscellaneous General Stores	-Bedding -Furniture -Internet access -Welfare	16,79 22,58 2,76 6,31	16,79 22,58 2,76 6,31	0 0 94 94	0,00 0,00 259,44 593,14
Unique Equipment/Service	-General	0,00	0,00	0	0,00

TOTAL US\$: 852,58

C-2-1

**Self-Sustainment
UNDOF –Infantry Contingent – Croatia**

1 – Requirement
For the Period Starting 01 July 2008

Factors:	-Enviromental: -Intensified Operational: -Hostility/ Forced Abandonment:	00.00% 00.00% 00.00%		
Category	Monthly rate US\$ Excl. Factors	Monthly rate US\$ Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including factors

Notes:

1. Rates increas effective 1 July 2008. as per 2008 COE Working Group A/C.5/62/26.
2. Addition of 2008 COE Working Group created SS category „Misc General Stores – Internet“ effective 1 July 2008.
3. Welfare and Internet: only for Infantry Contingent and UNDOF HQ support personnel. FHQ Staff Officers are in receipt of MSA and therefore not reimbursable.

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 strength until all unit personnel have departed the mission area.

3 - Verification and control procedures

3. The United Nations is responsible, in coordination with the unit or other delegated authority designated by the troop-contributor, to ensure that the equipment provided by the Government meets the requirements of the UNDOF and is provided in accordance with Annex C of this 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 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/operational) 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 comprised the following 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 unit 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 unit 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 or the United Nations Headquarters, such as standard operational reporting, may be implemented.

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 increment included in the rates listed in Annex C. No other transportation cost is eligible for reimbursement for transportation of self-sustainment items.

5 - Mission related usage factors

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

6 - Loss or 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.

SELF-SUSTAINMENT SERVICES DISTRIBUTION OF RESPONSIBILITIES:

For the Period 14 May 2008-30 June 2008

Country:	Croatia	Remarks
Unit:	Infantry Contingent	
Contingent Personnel	80	
UNDOF HQ Support Personnel	14	
FHQ Staff Officer	1	Staff Officer post with MSA
Categories:		
Catering	UN	
Communication		
- VHF/UHF-FM	UN	
- HF	UN	
- Telephone	UN	
Office	UN	
Electrical	UN	
Minor Engineering	UN	
Explosive Ordnance Disposal	UN	
Laundry & Cleaning	UN	
Tentage	Not Applicable	
Accommodation	UN	
Firefighting		
- Basic Firefighting	UN	
- Fire Detection and Alarm	UN	
Medical		
- Basic	AUSTRIA	
- Level 1	AUSTRIA	
- Level 2 (including Dental & Lab)	UN	
- Level 3 (including Dental & Lab)	UN	
- Level 2 and 3 combined (incl. Dental & Lab)	Not Applicable	
- High Risk Areas (Epidemiological)	Not Applicable	
- Laboratory only	Not Applicable	
- Dental only	Not Applicable	
- Blood & Blood Products	UN	
Observation		
- General	UN	
- Night Observation	Not Required	
- Positioning	Not Required	
Identification	Not Required	
NBC Protection	Not Required	
Field Defence Stores	UN	
Miscellaneous General Stores		
- Bedding	UN	
- Furniture	UN	
- Welfare	CROATIA	
Unique Equipment	Not Applicable	

SELF-SUSTAINMENT SERVICES DISTRIBUTION OF RESPONSIBILITIES:

For the Period Starting 1 July 2008

Country:	Croatia	Remarks
Unit:	Infantry Contingent	
Contingent Personnel	80	
UNDOF HQ Support Personnel	14	
FHQ Staff Officer	1	Staff Officer post with MSA
Categories:		
Catering	UN	
Communication		
- VHF/UHF-FM	UN	
- HF	UN	
- Telephone	UN	
Office	UN	
Electrical	UN	
Minor Engineering	UN	
Explosive Ordnance Disposal	UN	
Laundry & Cleaning	UN	
Tentage	Not Applicable	
Accommodation	UN	
Firefighting		
- Basic Firefighting	UN	
- Fire Detection and Alarm	UN	
Medical		
- Basic	AUSTRIA	
- Level 1	AUSTRIA	
- Level 2 (including Dental & Lab)	UN	
- Level 3 (including Dental & Lab)	UN	
- Level 2 and 3 combined (incl. Dental & Lab)	Not Applicable	
- High Risk Areas (Epidemiological)	Not Applicable	
- Laboratory only	Not Applicable	
- Dental only	Not Applicable	
- Blood & Blood Products	UN	
Observation		
- General	UN	
- Night Observation	Not Required	
- Positioning	Not Required	
Identification	Not Required	
NBC Protection	Not Required	
Field Defence Stores	UN	
Miscellaneous General Stores		
- Bedding	UN	
- Furniture	UN	
- Internet	CROATIA	
- Welfare	CROATIA	
Unique Equipment	Not Applicable	

APPENDIX 2 TO ANNEXES C1 AND C2

List of items provided by TCC/PCC under Self-Sustainment sub-categories "welfare" and "internet access"**Country: CROATIA****Welfare**

Welfare stores should be available to all contingent troops, in Headquarters, and detached units/sub-units. Welfare stores should be include, but are not limited to, the following items:

Equipment	Item	Quantity	Remarks
Audio-visual entertainment equipment	DVD	13	
	VCR	10	
	Television	19	
	Computer and computer games	N/A	
Fitness equipment	Free weights	1000 Kgs	Distributed amount positions
	Exercise machines	25	
Team sports equipment	Soccer	4	Table soccer
	Football	N/A	
	Basketball	4	
Individual sports equipment	Tennis	4	
	Table tennis	2	
	Badminton	6	
	Handball	N/A	
Library	Books	20	
	Periodicals		
	Board games	N/A	
Other Equipment (pertinent to contingent's culture)	Playstation "2"	N/A	
	Home theatre	N/A	

Internet Access

Equipment	Item	Quantity	Remarks
Internet access equipment			
Computers		4	3 desktops + 1 laptop
Peripherals	Webcam	N/A	
	Microphones	N/A	
	Scanners/printers	7	5 printers + 2 scanners
Appropriate levels of maintenance (spare parts and bandwidth for the equipment mentioned above)			
		N/A	

COE Verification Teams will follow the principles of reasonability and flexibility in accesing TCC/PCC's compliance with the standards for 'welfare' and 'internet access' sub-categories.

C3-5

**PRINCIPLES OF VERIFICATION AND PERFORMANCE STANDARD FOR MAJOR
EQUIPMENT PROVIDED UNDER THE WET/DRY LEASE
ARRANGEMENTS**

No Major Equipment as defined in the Contingent Owned Equipment Manual is being deployed by the Government. Therefore this Annex is left blank intentionally.

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 contingents in a peacekeeping mission area whereby the troop/police/police contributor provides some or all categories of logistics support to the contingent on a reimbursable basis. A contingent may be self-sufficient in various categories, depending to the ability of the United Nations to provide the necessary support and the contingents own capabilities. The modular concept of self-sustainment is based on the principle that troop/police contributors cannot only 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 of the COE Manual. 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 contingents to adhere to the commitments made in their respective MOU to provide the agreed operational capability. Discussions between the United Nations and troop/police contributors will result in an agreement on the capabilities to be provided by the United Nations and the contingent being deployed. 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.

4. Only those services specifically agreed upon in the MOU to be provided by troop/police contributors will be reimbursable, at the rates listed in chapter 8 of the COE Manual, using the actual troop/police 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 contingent.

5. To be eligible for reimbursement for any self-sustainment category or subcategory, a contingent 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 contingent obtain self-sustainment services from another contingent, 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.

6. Troop/police contributors are to take note that, in order not to disrupt the operational effectiveness of a mission, it may take up to 90 days 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 contributors 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.

7. Where a contingent is employing major equipment for self-sustainment support, the applicable troop/police contributor is not entitled to major equipment reimbursement, but only to the applicable self-sustainment reimbursement. There may be instances where a troop/police contributor provides services such as communications and engineering on a force level, in which case there may be an entitlement to reimbursement for major equipment whereas the same items at the unit level would be considered as minor equipment and incorporated into the overall self-sufficiency cost base and self-sustainment reimbursement. These instances will be negotiated and indicated in annexes B and C to the MOU where applicable.

8. Troop/police contributors are responsible for transportation related to re-supply of contingents for consumables and minor equipment necessary for the provision of self-sustainment. The rates approved for self-sustainment include a generic premium of up to 2 per cent to compensate for the cost of transportation of self-sustainment resupply. Troop/police contributors are not eligible to additional reimbursement for the transportation of self-sustainment items.

Standards

9. The inspection team is responsible to verify 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

10. To receive the catering self-sustainment reimbursement rate the contingent must be able to feed its troop/police 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.

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

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

12. 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. 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

13. The telephone is the preferred means of communication for the contingent; 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 contingent located in the main base camp. The requirements 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 communication's subcategories are defined below, in order of usage preference. To receive the communications self-sustainment reimbursement rate, the contingent must meet the following criteria:

- a) **Telephone.** The contingent will utilize the telephone as its primary means of internal communications within the main base camp. The contingent 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 simplest level (i.e., two-wire trunk or better). This would then allow the contingent 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 contingent at other locations that are served by authorized contingent-provided telephone services. To receive the self-sustainment reimbursement rate, the contingent 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 contingent 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 contingent 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 contingent. To receive the self-sustainment reimbursement rate, the contingent will:
 - i. Maintain one command-and-control net down to the sub-unit (section/squad) level;
 - ii. Maintain one administration 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 contingent 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 national 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 contingent operating within the areas of operations beyond the 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. To receive the self-sustainment reimbursement rate, the contingent will:
 - i. Communicate with sub-units and sub-elements of the contingent 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

- 14. To receive the office self-sustainment reimbursement rate, the contingent 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.
- 15. The unit is responsible for maintaining and servicing its offices, including all equipment, repair parts and supplies.
- 16. The rate is to be applied against the total contingent population.
- 17. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

Electrical

18. To receive the electrical self-sustainment reimbursement rate the contingent 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.

19. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.

20. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

Minor engineering

21. To receive the minor engineering self-sustainment reimbursement rate the contingent 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;
- e) Provide all related workshop equipment, construction tools and supplies.

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

Explosive ordnance disposal

22. To receive the EOD self-sustainment reimbursement rate the contingent must have the capability for EOD to secure the unit's accommodation area. The contingent must have the ability to:

- 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.

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

23. 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 will be determined on a case-by-case basis.

24. 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 country performing the EOD support should receive EOD sustainment reimbursement, including the population of the supported contingent.

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

Laundry and cleaning

26. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

- a) Provide laundry for all military/police and personal clothing, including dry-cleaning of operationally required specialist clothing and cleaning facilities for all contingent personnel;
- b) Ensure all laundry and cleaning facilities have hygienic equipment that enables a clean and healthy environment to be maintained, i.e., cleaning of accommodation and office areas;
- c) Provide all related equipment, maintenance and supplies.

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

Tentage

28. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability to (read in conjunction with the Guidelines to Troop-Contributing Countries):

- 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.

29. 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 the contingent deploying that this capability is not required, the troop/police contributor will not receive reimbursement for this category. Contingents 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 contingent will continue to decide if it is to provide its own tentage capability, and be reimbursed accordingly. If a contingent is accommodated in hardwall 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.

30. When the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a contingent 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 under the accommodation rate. The Secretariat may request a temporary waiver of the application of this dual payment principle for these short-duration missions where the provision of hard accommodation is demonstrably and clearly impractical and not cost-effective.

Accommodation

31. To receive the accommodation self-sustainment reimbursement rate the troop/police contributor must (read in conjunction with the Guidelines to Troop-Contributing Countries):

- a) Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating, lighting, flooring, sanitation, and running water. The rate is based on a standard of nine square metres per person;
- b) Provide heaters and/or air conditioners for the accommodation as required by the local climatic conditions;
- c) Provide furniture for eating facilities where necessary.
- d) Provide offices / workspaces in permanent rigid structures.

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

33. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop/police contributor and the United Nations.

34. When the United Nations is unable to provide accommodation to an equivalent standard and the contingent 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 Fire Fighting Capability

35. To receive the 'Basic Fire Fighting' Self-Sustainment rate the contingent must:

- a) Provide sufficient basic fire fighting 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

36. To receive the 'Fire Detection and Alarm' Self-Sustainment rate the contingent 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".

Medical

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

- a) Medical equipment: Accountable major equipment (identified by # in Appendices 2.1, 3.1, 4.1, 5 to 8) for the provision of medical support in United Nations medical facilities;
- b) Drugs: Drugs produced according to World Health Organization standards and consumed in the provision of medical support in United Nations medical facilities;
- c) Medical supplies: Expendable supplies and minor equipment (identified by @) in Appendices 2.1, 3.1, 4.1, 5 to 8) consumed in the provision of medical support in United Nations medical facilities;
- d) Medical Self-Sustainment: The supply and re-supply of drugs and medical supplies for the provision of medical support in United Nations medical facilities;

e) High-risk mission: A mission with 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 to medical care through United Nations mission medical facilities, the following personnel are considered part of a United Nations mission:

- i.UN-formed military police and UN-formed police units;
- ii.UN military and UN police personnel not members of formed units;
- iii.UN international civilian staff;
- iv.UN Volunteers;
- v.Locally-employed UN staff, where applicable.

38. When troop/police contributors are deployed on United Nations peacekeeping operations and they provide semi-rigid or rigid structures for a Level 2 and/or 3 medical facilities, these areas are reimbursed separately as Major Equipment, i.e. containers and camp units. If the TC/PC builds permanent structures, the United Nations will reimburse the TC/PC under Major Equipment. Chapter 8, Annex A, Accommodation Equipment, Rigid Structures, Camp Unit (medium and large for Levels 2 and 3 medical facilities, respectively) refers.

39. In the interim, reimbursement for rigid and semi-rigid structures is to be based on Major Equipment in accordance with Chapter 8, Annex A, Accommodation Equipment, Rigid Structures, and Semi-Rigid Structures, Camp Unit (medium and large for Levels 2 and 3 medical facilities, respectively. The Secretariat is directed to apply this interim measure is based on the breakdown below:

a) Semi-Rigid Structures are for containerized medical facilities:

- i. Level 2 equates to a camp unit medium
- ii. Level 3 equates to a 1 each of a camp unit medium and large
- iii. Ablution Units will be reimbursed as Major Equipment

b) Rigid Structures are for hard-walled medical facilities:

- i. Level 2 equates to a camp unit medium
- ii. Level 3 equates to a 1 each of a camp unit medium and large
- iii. Ablution Units will be reimbursed as Major Equipment

40. Medical support and security are essential at all times; therefore, a troop/police contributor cannot be partially self-sustaining in the medical Self-Sustainment sub-

categories. Level 1 medical care is a troop/police contributor's responsibility; however each Level 1 facility is to provide medical support and care to all United Nations' staff 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; 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 troop/polices and United Nations staff in their Area of Responsibility. Except in emergencies, specialists and Level 2, 2+ and 3 facilities can request a referral from a Level 1/1+ facility before accepting a patient.

41. Medical Support Facilities are often called upon to provide care to United Nations and other authorized personnel by the mission Headquarters 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 are listed in Chapter 3, Annex B, Appendix 9. Care provided to non-eligible personnel (e.g., local civilian population) by a troop/police contributor is not reimbursable by the United Nations.

42. A troop/police contributor that cannot provide all medical capabilities according to the standards listed in Annex B to Chapter 3 must advise the Secretariat during the negotiation of the MOU and in all cases prior to deployment.

43. 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 re-supply on a bilateral basis, the United Nations must take over the re-supply 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 re-supply.

44. 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, 1+ facility, and/or a Level 2, 2+ facility and/or a Level 3 facility, where applicable.

45. 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.

46. On the fifteenth day of each month a list stating the number of uniformed personnel assigned to each medical facility shall be forwarded to Field Budget and Finance Division /MOU and Claims Management Section, with a copy to Logistics Support Division/Medical Support Section.

47. 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.

48. All United Nations Level 2, 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.

49. Medical staff must be at the forefront in promoting Human Immunodeficiency Virus (HIV) awareness, its method of infection and the prevention of spread. No medical staff or patient must be discriminated against due to verified or suspected HIV. Testing in a United Nations facility must be voluntary and confidential, and no HIV test must be performed without there being a system of counselling.

50. 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 total personnel strength of the units/contingents for which a medical facility is responsible as agreed in the MOU (the actual strength numbers will be used for calculation of reimbursement).

51. 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 or 2+ medical services, the 'Level 2', 'Level 2+' and 'Level 3' Self-Sustainment rates are not accumulated. The 'Level 2, 2+ and 3 combined' Self-Sustainment rate of US\$ 35.36 is to be used and the calculation of the reimbursement is to be based on the actual troop/police strength of those contingents assigned to the Level 3 medical facility for Level 2, 2+ and 3 medical care.

52. 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, 1+ Level 2, 2+, Level 3, Storage for Blood & Blood Products, and High-Risk Areas as agreed in the MOU. The level of equipment must meet United Nations standards as specified in the 'United Nations Levels of Medical Support' (A/C.5/54/49 Appendices I and II to Annex VIII, pages 60 to 99 and amended at A/C.5/55/39 Annex III.B, 'Annex B' paragraphs 31 to 36, pages 99 to 103, and A/C.5/62/26 Annexes III.C.1 to III.F.1, pages 138 to 163) for a medical facility and indicated in the MOU. Drugs and consumables must meet the World Health Organization (WHO) standards.

53. In preparing the Verification Reports for medical Self-Sustainment, 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.

54. A summary of the United Nations standards for each Level of medical service of Self-Sustainment rates is shown below. Complete details of the United Nations standards of medical services are stipulated in Chapter 3, Annexes A and B, Appendices 1 through 8. Additional information on immunization policy, malaria prophylaxis and vector control and, HIV/AIDS and sexually transmitted diseases is in Appendix 10 to this chapter.

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 following requirements must be met:

- i. Training in Basic First-Aid – United Nations peacekeepers must have basic knowledge of and be trained in Basic First-Aid - in accordance with Chapter 3, Annexes A and B, Appendix 1. The training must, at a minimum, cover (i) cardio pulmonary resuscitation; (ii) bleeding control; (iii) fracture immobilization; (iv) wound dressing and bandaging (including burns); (v) casualty transport and evacuation; and (vi) communication and reporting.
- ii. Individual basic First-Aid kits - United Nations peacekeepers must carry a personal Field or Battle Dressing and medical disposable gloves.

In addition, the definition is incorporated in Appendix 1 under notes: “Field or Battle Dressing consists of a large pad of an absorbent cloth, attached to a strip of thin fabric used to bind the pad in place. Field dressings are issued in sealed waterproof pouches to keep them clean and dry; the pouch can be torn open when required.”

- iii. Basic First-Aid kits for TCC/PCC vehicles, and other facilities – a basic First-Aid kit must be provided to all troop/police contributor's vehicles, workshops, maintenance facilities, all kitchen, cooking facilities, and any other area where the Force Medical Officer deems it necessary. These kits must contain the items set out in Chapter 3, Annexes A and B, Appendix 1.1.

Member States may opt to augment the above mentioned minimum standards. This is a national prerogative, which must not lead to additional costs to the United Nations.

b) **Level 1 Medical Facility**

- i. **Definition:** It is 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, as well as casualty collection from the point of injury/ wounding, 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; 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. A Level 1 Medical Facility may be United Nations-owned (UN Level 1), contingent owned (troop/police contributor) or commercially contracted

ii. **Capacity:** Provides treatment to 20 ambulatory patients/day, temporary holding capacity of 5 patients up to 2 days, will hold medical supplies and consumables for 60 days.

iii. **Capability:**

- Provides casualty collection and evacuation to higher levels of medical care (Level 2, 2+ and/or Level 3);
- Handles routine sick calls and the management of minor sick and injured;
- Implements disease, non-battle injury and stress-preventive measures;
- Is responsible for education and promotion of awareness and prevention of the spread of HIV in Area of Responsibility;
- Offers emergency medical services to all United Nations personnel in Area of Responsibility;
- Provision of medical services based on troop/police strength up to Battalion level.

iv. **Composition:** The minimum composition and number of Level 1 medical personnel are listed below. Actual composition and number of Level 1 medical personnel may vary depending on the operational requirements, and agreed in the MOU. However, basic manpower includes the capability of splitting the Level 1 Medical Support Facility into two (2) Forward Medical Teams (FMT).

- 2x Medical Officer;
- 6x Paramedic/Nurse;
- 3x Support staff.

c) **Level 1+ Medical Facility**

In accordance with specific mission requirements, a Level 1 Medical Facility can be enhanced to 'Level 1+' by the addition of supplementary capabilities. Additional capabilities that enhance the Medical Support Facilities are reimbursed separately, in accordance with the COE Manual and the MOU. Examples of additional capabilities include:

- Primary dental care
- Basic laboratory testing

- Preventive medicine
 - Surgical capability (Forward Surgical Module) - only in exceptional situations, dictated by the exigencies of medical service support, additional patient holding capacity and deployment should be based only on requirement of DPKO/DFS
 - Aero-Medical Evacuation Team
- d) **Level 2 Medical Facility**
- i. **Definition:** 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 (DCS), post operative services and high dependency care, intensive care-resuscitation, and in-patient services; also basic diagnostic services, laboratory, pharmaceutical, preventive medicine and dental services are provided; patient record maintenance and tracking of evacuated patients are also minimum capabilities required for a Level 2 Medical Facility.
 - ii. **Capacity:** Performs 3-4 surgical operations/day, and provides hospitalization of 10 to 20 sick or wounded up to 7 days, 40 outpatients per day, 5 to 10 dental consultations per day, will hold medical supplies, fluids and consumables for 60 days;
 - iii. **Capability:**
 - Provides advanced specialist medical care to stabilize serious injured personnel for transport to Level 3 medical facility;
 - Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
 - Provides climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
 - Performs blood testing and grouping;
 - Can, if agreed in the MOU, supply specialist services according to the needs of the mission (e.g. gynaecologist, specialist in tropical medicine, stress counsellor);
 - Can provide a specialist team for collecting seriously injured personnel from the site of injury and escort patients in serious condition to higher level care; this team might be tagged as an Aero-Medical Evacuation Team;

- Provides medical and dental services based on troop/police strength up to Brigade level.

iv. Composition: The minimum composition and number of Level 2 medical personnel is listed below. Actual numbers may vary depending on the operational requirements, and agreed in the MOU.

- 2x Surgeons;
- 1x Anaesthetist;
- 1x Internist;
- 1x General Physician;
- 1x Dentist;
- 1x Hygiene Officer;
- 1x Pharmacist;
- 1x Head Nurse;
- 2x Intensive care nurses;
- 2x Operating Theatre nurses;
- 10x Nurses/Paramedic;
- 1x Radiology Assistant;
- 1x Laboratory technician;
- 1x Dental Assistant;
- 2x Drivers;
- 8x Support Staff.

e) **Level 2 + Medical Facility**

The Level 2 capability can be enhanced to ‘Level 2+’ by the augmentation with additional capabilities. Additional capabilities that enhance the Medical Support Facilities are reimbursed separately, in accordance with the COE Manual and the MOU. Examples of additional capabilities include:

- Orthopaedic capability;
- Gynaecology capability;
- Additional Internal medicine capability;
- Additional diagnostic imaging capability (CT scan).

A Level 2 or 2+ Medical Facility may be a TCC/PCC contribution, a United Nations owned-Medical Facility, or commercially contracted.

f) **Level 3 Medical Facility**

- i. **Definition:** it is the third and the highest level of medical care deployed within a Mission Area. At this level all capabilities of a Level 1, 1+, 2 and 2+ Medical Facility are provided and, in addition, capabilities for: multi-disciplinary surgical services, specialist services and specialist diagnostic services, increased high dependency care capacity and extended intensive care services, specialist outpatient services. A Level 3 Medical Facility may be

contributed by a troop/police contributor, or provided by a national or regional hospital in the Mission Area or by a commercial contractor.

ii. **Capacity:** Able to perform 10 surgical operations/day, and provides hospitalization of 50 patients up to 30 days, 60 outpatient consultations/day, 20 dental consultations/day, 20 x-rays and 40 lab tests/day, will hold medical supplies and consumables for 60 days;

iii. **Capability:**

- Provides advanced services in surgical, intensive care, dental (emergency dental surgery), laboratory, x-ray, ward and pharmaceutical capabilities;
- Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
- Provides climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- Performs blood testing and grouping;
- Can, if agreed in the MOU, supply specialist services according to the needs of the mission (e.g. gynaecologist, specialist in tropical medicine, stress counsellor);
- Can provide a specialist team for collecting seriously-injured personnel from the site of injury and escort patients in serious condition to higher-level care.

iv. **Composition:** The minimum composition and number of Level 3 medical personnel are listed below. Actual composition and number of Level 3 medical personnel may vary depending on the operational requirements, and agreed in the MOU.

- 4 x Surgeons (minimum 1 orthopedic)
- 2 x Anaesthetists
- 6 x Specialists
- 4 x Physicians
- 1 x Dentist
- 2 x Dental Assistants
- 1 x Hygiene Officer
- 1 x Pharmacist
- 1 x Pharmacist Assistant
- 50x Nursing staff (composition as required)
- 1x Head Nurse
- 2x Intensive Care

- 4x Operating Theatre Nurses
- 43x Nurse/Medics/Paramedics
- 2 x Radiology Assistants
- 2 x Laboratory Technicians
- 14x Maintenance and Support Staff

g) Blood and Blood Products

- i.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, 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 of the MOU;
- ii.The United Nations will provide climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- iii.Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
- iv.Performs blood testing and grouping.

h) 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 peacekeepers are deployed, and are based on the risk posed to United Nations peacekeepers.

- i. The Self-Sustainment reimbursement covers the provision and sustainment of the following, at a minimum:
 - a) Prophylactic pharmaceuticals (anti-malarials). The prophylactic treatment of malaria is a national responsibility, as stipulated in A/C.5/60/26, Chapter 3 Annex B paragraph 50 and Chapter 3 Annexes A and B Appendix 7 paragraph
 - b) Personal preventive health equipment and consumables (head mosquito net, repellent);
 - c) Man-portable preventive health equipment and consumables (foggers, pesticides). The use of pesticides will conform to international environmental law.

ii. Other preventive measures, which are covered elsewhere in the COE Manual, must be taken into account:

- a) Individual mosquito nets, conforms to Chapter 9 Annex A Soldier/ Police Kit;
- b) Encouragement of body-covering clothing, conforms to Chapter 9 Annex A Soldier/ Police Kit;
- c) Rodent control measures are part of basic hygiene procedures for large amounts of food and waste disposal areas, Chapter 3 Annex B Catering paragraph 10, subparagraph (d) refers.

i) **Dental Facility**

- i. Provides dental care to maintain the dental health of unit personnel;
- ii. Provides basic or emergency dental procedures;
- iii. Maintains a sterilization capability;
- iv. Conducts minor prophylactic procedures;
- v. Provides oral hygiene education to unit personnel.

55. 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 deploys without proper vaccinations and prophylaxes, the United Nations will provide necessary booster shots and prophylaxes. In these cases, the United Nations will deduct any expenses for initial vaccinations which could have been initiated prior to deployment from the self-sustainment payment of troop/police contributors.

Observation

56. To receive the observation self-sustainment rate the contingent 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 hand-held 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.
- iv. 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 range finders.

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

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

Identification

58. To receive the identification self-sustainment rate the contingent 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.

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

Nuclear, biological and chemical protection

59. To receive the NBC protection self-sustainment rate the contingent 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

60. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

- 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.

61. 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 chapter 3, annexes A and B, appendix 11 of the COE Manual.

Miscellaneous general stores

63. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores a contingent 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 communication must be provided in quantities appropriate to the number of troop/police 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 Secretariat, and detailed in an appendix to Annex C to the MOU.
- 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 detailed in appendix 2 to Annex C to the MOU.

- ii. Internet is to be established by the troop/police contributors and not linked to existing United Nations communication systems.
- iii. A guide to the standard required for providing internet access can be found in appendix 13 to Chapter 3.

DEFINITIONS

1. **Accepted United Nations readiness standards** means 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** means 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** means all formed units, personnel and equipment of the troop/police contributor deployed to the mission area under this memorandum.
4. **Contingent-owned equipment** means major equipment, and minor equipment and consumables, deployed and operated by the troop/police contributor's contingent in the performance of peacekeeping operations.
5. **Environmental conditions factor** means a 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 mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop/police contributor. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
6. **Explosive ordnance disposal (EOD)** means, in the context of force EOD, the 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.
7. **Explosive ordnance disposal (EOD)** means, in the context of self-sustainment, EOD conducted by a unit within its accommodation/camp area.
8. **Force Commander** means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.
9. **Forced abandonment** means 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.
10. **Generic fair market value (GFMV)** means equipment valuations for reimbursement purposes. It is 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.

11. **Government** means the Government of the participating State.
12. **Head of Mission** means the Special Representative/Commander appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.
13. **Hostile action** means an 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. Different activities may be characterized as a single hostile action when these activities can be related to each other on common ground.
14. **Hostile action/forced abandonment factor** means a 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 determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
15. Incremental **transportation factor** means a factor 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 a 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.
16. Initial provisioning means a logistic support arrangement in a peacekeeping mission whereby the contributing State provides rations, water and POL, to the contingent/unit on a reimbursable basis. Reimbursement will be made to troop/police contributions upon submission of invoices. Normally, initial provisioning for contingents/units is only required on the initial deployment of the contingent/unit, and for a limited period (30-60days), until the United Nations is able to provide these consumables. The requirement for initial provision of water, rations and fuel will be specified in TCC/PCC Guidelines.
17. **Intensified operational condition factor** means a 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 determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

18. Lease of major equipment:

(a) **Dry lease** means a contingent-owned equipment reimbursement system where the troop/police contributor provides equipment to the mission and the United Nations assumes responsibility for maintaining the equipment. The troop/police contributor is reimbursed for the non-availability of its military resources for its national interest of deployed major and associated minor equipment;

(b) **Wet lease** means a contingent-owned reimbursement system where 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.

19. Loss or damage means a total or partial elimination of equipment and/or supplies resulting from:

- (a) A no-fault incident;
- (b) The actions of one or more belligerents;
- (c) A decision approved by the Force Commander/Police Commissioner.

20. Maintenance rate means 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 costs of personnel involved in first and second line maintenance is excluded from the rate, as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the “wet lease” rate.

21. Major equipment means 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.

22. Minor equipment means equipment in support of contingents, 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. For personnel-related minor equipment, rates of reimbursement for self-sustainment apply.

23. Misconduct means 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.

24. **Mission-specific rules and regulations** means, mindful of national caveats, standard operating procedures, directives and other regulations, orders and instructions issued by the Head of Mission, Force Commander or Chief Administrative Officer 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.
25. **No-fault incident** means 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.
26. **Operational ammunition** means 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, in anticipation of an operational requirement, will be considered operational ammunition.
27. **Police Commissioner** means the officer, appointed under the authority of the Secretary-General, responsible for all police operations within the mission.
28. **Pre-deployment visits** are visits by Department of Peacekeeping Operations/Department of Field Support/field mission teams, comprising representatives from appropriate functional areas (Force Generation Service, Field Budget and Finance Division, Logistics Support Division etc.), to Member States' countries. They are undertaken to assist Member States to prepare their contingents for deployment and to ensure that Member State contributions meet the operational requirements of the mission and deployment timings.
29. **Preliminary fact-finding inquiry** means the preservation of evidence necessary to ensure that a national or United Nations investigation can be successfully carried out at a later stage. While this inquiry may involve the collection of written statements, it will not normally include the interviewing of witnesses or other involved persons.
30. **Self-sustainment** means a logistics support concept for troop contingent/police unit in a peacekeeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.
31. **Serious misconduct** is 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.
32. **Sexual abuse** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

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

34. **Unique equipment** means any special minor equipment or consumables not covered in the above self-sustainment rates and will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop contributor and the United Nations.

GENERIC GUIDELINES FOR TROOP CONTRIBUTING
COUNTRIES DEPLOYING MILITARY UNITS TO THE UNITED
NATIONS DISENGAGEMENT OBSERVER FORCE (UNDOF)



Department of Peacekeeping Operations

Force Generation Service

2006

INDEX

1	ADMINISTRATION & LOGISTICS.....	.5
1.1	Logistics Concept .....	.5
1.2	Contingent-Owned Equipment (COE) .....	.6
1.3	Letter of Assist (LOA) .....	.6
1.4	Pre-deployment Preparation .....	.7
1.5	Vehicles and Major Equipment .....	.8
1.5.1	Vehicles.....	.8
1.5.2	Clothing and Personal Equipment .....	.8
1.5.3	Personal Identification.....	.9
1.5.4	Prohibited Personal Belongings .....	.9
1.6	Deployment .....	.9
1.6.1	General.....	.9
1.6.2	Movement Arrangements .....	.9
1.6.3	Deployment/Rotation/Repatriation and baggage Entitlement .....	.9
1.6.4	Contingent Personnel Rotation.....	.9
1.6.5	Movement Information for travel to and from the Mission Area.....	.10
1.6.5.1	Airlift Organized by the UN .....	.10
1.6.5.2	Airlift Organized by the TCC .....	.10
1.6.5.3	Sealift Organized by the UN .....	.10
1.6.5.4	Sealift Organized by the TCC .....	.11
1.6.5.5	Costing of Transportation .....	.11
1.6.5.6	Inland Transportation.....	.11
1.7	Other Information.....	.12
1.7.1	Clearances .....	.12
1.7.2	Load Lists .....	.12
1.7.3.	Dangerous Cargo .....	.12
1.7.4	Movement Control on Arrival.....	.12
1.7.5	Movement Control in the Mission .....	.12
1.8	Sustainment .....	.13
1.8.1	Contingent Logistics Responsibilities.....	.13
1.8.1.1	Rations and Water.....	.13
1.8.1.2	Catering Equipment.....	.14
1.8.1.3	Ammunition .....	.14
1.8.1.4	Welfare and Canteen.....	.14
1.8.1.5	High Risk Areas (Epidemiological).....	.15
1.8.2	UN Logistics Responsibilities.....	.14
1.8.2.1	Communications.....	.14
1.8.2.2	Information Technology .....	.14
1.8.2.3	Aircraft .....	.15
1.8.2.4	Rations.....	.15
1.8.2.5	Spices .....	.15
1.8.2.6	Water .....	.15
1.8.2.7	POL .....	.16

1.8.2.8 Additional Requirements of Rations, Water, POL and other supplies.....	17
 1.9 Accommodation.....	17
1.9.1 Contingent.....	17
1.9.2 Military Observers (UNMOs)	17
1.9.3 Staff Officers (SOs).....	17
1.9.3.1 Office	17
1.9.3.2 Electrical Power.....	17
 1.10 Other Categories of Self-Sustainment.....	17
1.10.1 Allocation of UN Transport	18
1.10.2 Authorized Use of UN Vehicles	18
1.10.3 Repair and Recovery	19
 1.11 Administrative Matters	19
1.11.1 Working Hours	19
1.11.2 Leave.....	19
 1.12 Financial Arrangements.....	19
1.12.1 Financial Liabilities	19
1.12.2 Currency Exchange	19
1.12.3 Mission Subsistence Allowance (MSA).....	19
 1.13 Repatriation of Individuals.....	20
1.13.1 Repatriation on Compassionate Grounds	20
1.13.2 Repatriation on Disciplinary Grounds	20
1.13.3 Medical Repatriation	20
1.13.4 Death of a Member	21
 1.14 Death and Disabilities Claims	21
 1.15 Information Requirements.....	21
 2 PERSONNEL.....	22
2.1 General	22
2.2 Training Requirements	22
2.3 Conduct of Personnel.	23
2.3.1 Gender Balance and Gender Mainstreaming.....	24
 3 UN MEDICAL STANDARDS FOR PEACEKEEPING MISSIONS	25
3.1 Medical Standards.....	25
3.2 Physical Conditions.....	25
3.3 Immunization Policy.....	25

4	HIV TESTING POLICY FOR UNIFORMED PEACEKEEPERS	27
4.1	Introduction	27
4.2	HIV Testing.	27
4.3	HIV/AIDS Counselors	28
4.4	Exposure to blood.....	28
4.5	Review of Policy	29
5	PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE	30

Annexes:

Annex A - UNDOF Background, Mandate and Broad Concept of Operations.....	31
Annex B - UNDOF Organization.....	34
Annex C - UNDOF Military Deployment as 1 April 2006.....	35
Annex D- UNDOF Area of Operations	36
Annex E - UNDOF Area of Limitation	37
Annex F- Soldiers' Clothing and Equipment Guide List.....	38
Annex G- Glossary - Abbreviations and Acronyms	39

PART 1
ADMINISTRATION & LOGISTICS

1.1. Logistics Concept

1. The UN peacekeeping logistics support concept is based on the integration of UN-owned, contracted and contingent-provided military resources. All mission support or service functions at a peacekeeping mission are considered common to the mission as a whole. These resources must be provided on a uniform and equitable basis, depending on mission assessed priorities, irrespective of whether the unit supplying the goods or service is comprised of military, civilians or contractor. Delivering common support goods or services is part of the administrative function in a mission and thus falls under the responsibility of the Director of Administration (DOA) / Chief Administrative Officer (CAO), who liaises with all components and segments of the mission.
2. The management and control of the UN-owned, contracted and military enabling units will be the responsibility of the Chief of Integrated Support Services (CISS). The CISS reports directly to the DOA/CAO. The Deputy CISS (DCISS) is a seconded military officer on a UN contract who reports to the CISS. To enable him/her to carry out the functions with efficiency, DCISS like the CISS is often nominated as a United Nations Certifying Officer which grants him authority together with accountability.
3. Logistics support for all mission components including military is managed and controlled through the DOA/CAO. All logistics assets in the mission including military enabling units (other than military units' first line resources) irrespective of their origin are considered as mission assets and available to the CISS for employment in support of any mission component. Some of the goods and services, which military enabling units may provide in a mission include but are not limited to the following:
 - a. Medical, environmental health and if specified, dental services;
 - b. Construction and management of accommodation;
 - c. Civil engineering projects;
 - d. Geographical Information System (GIS) services;
 - e. Movement Control (MOVCON) and Air Transport services;
 - f. Ground and surface transportation services which may include riverine or coastal transportation;
 - g. Vehicle repair and maintenance services;
 - h. Installation and operation of communications and IT services.; and
 - i. Accounting, storage and distribution of assets, materials and other life support commodities like fuel, water, rations.
4. Only the DOA/CAO has the authority to commit mission financial resources for any purpose including making contractual arrangements for the use of local resources/services. All requirements for such resources/services should be addressed by the military commanders to the DOA/CAO through the JLOC. These may include but are not limited to the following:
 - a. Accommodation;
 - b. POL (including aviation fuels);
 - c. Fresh rations;
 - d. COMPO rations;
 - e. Water supply;
 - f. Equipment rental;
 - g. Public service facilities;

- h. Civilian labor;
- i. Garbage disposal;
- j. Sewage disposal;
- k. Hair cutting;
- l. Shoe repair;
- m. Tailoring;
- n. Janitorial services;
- o. Laundry and dry cleaning; and
- p. Transport of personnel and equipment.

NOTE: It is quite normal for the TCCs to request the UN to self-sustain in certain categories such as accommodation, catering, laundry, communication etc. For details please refer to the relevant MOU(s) and chapters of the Manual on Policies and Procedures Concerning Reimbursement and Control of Contingent-Owned Equipment of Troop-Contributors (COE Manual) 2002, as amended.

1.2 Contingent-Owned Equipment (COE)

5. The General Assembly, by resolution RES/50/222 of 11 April 1996, authorized the implementation of new procedures for determining reimbursement to TCC for COE. Entitlement to these rates of reimbursement is contingent upon verification by the UN that the material and services provided by the TCC meet the undertaking of the TCC in its bilateral agreement (MOU) with the UN for the provision of equipment, services and personnel to the mission.
6. Reimbursement for COE will be in accordance with the procedures detailed in the COE Manual 2002, as amended. Each contingent's exact major equipment and self-sustainment requirements will have been negotiated between the UN Secretariat and the TCC, with the final agreement being ratified by both parties in the form of a contingent-specific MOU.
7. It is in the interest of the TCCs that contingents hand over a list of personnel and equipment to the COE Unit immediately on arrival in the mission area, if such lists have not been delivered earlier.

1.3 Letter of Assist (LOA)

8. Arrangements may be made through the DOA/CAO for specific National requirements to be met through a "Letter of Assist" (LOA). An LOA is a contracting method by which the UN arranges for the provision of special supplies or services by a Government, based on the issue of a numbered "LOA" as authority. The Office of Mission Support (OMS) at UN HQ, New York, has the authority to issue LOAs, which must be signed by representatives of the Permanent Missions (PM) and the UN. Invoices related to these supplies and/or services must show the LOA number, to permit verification of receipt and thus support the associated expenditure. Contingents must therefore quote the full LOA reference in all correspondence on the subject, including invoices and shipping information.
9. LOAs are used when:
 - a. A special need arises, for essential items or services that are not available from normal sources of supply;
 - b. A contingent's home Government is the only logical source of supply;
 - c. A contingent's COE MOU does not cover the items or services required; and
 - d. Military aircraft or naval vessels are contributed by a TCC.
 - e. A TCC wishes to arrange for the transportation of equipment/personnel for deployment, rotation or repatriation.

1.4 Pre-deployment Preparation

10. The Department of Peacekeeping Operations (DPKO) may arrange an assessment or pre-deployment visit (PDV) by the Force Generation Service (FGS) and/or OMS Staff to TCCs to coordinate and finalize pre-departure preparations.
11. Upon arrival in the mission area, each formed contingent is expected to meet the standards of self-sustainment detailed in the relevant MOU.
12. These self-sustainment requirements will be negotiated separately for each contingent, prior to the finalization of the MOU. In each case, the agreed level of self-sustainment will include the capability to provide and maintain the necessary resources and personnel to support the contingent administratively and logistically for the duration of the mission.
13. Following the completion of the MOU negotiations, the TCC should fax to Logistics Support Division (LSD) /OMS/DPKO, a list of any additional logistic support requirements. Once agreed, this enables the UN to make alternative arrangements for known deficiencies in supplies and equipment.
14. The TCC shall make available to DPKO a standard list of pre-deployment medical preparations conducted for its peacekeeping personnel prior to their deployment. This shall include any clinical examinations, x-rays and laboratory tests, as well as all vaccinations administered. Medical screening results of individuals are not required, unless specifically requested by DPKO.
15. All formed contingents are to bring the following levels of stock holdings (self sufficiency) to the mission area, unless requested otherwise by OMS/DPKO:

Stock Holdings to Mission Area	
As determined for each particular mission, but as a general guide:	
Composite/field rations	21 days food rations, and minimum 2 days bottled water. The food rations and water are to be consigned as air cargo during initial deployment. Advance parties of each contingent are required to include fully operational self-sufficiency capabilities for water. Advance parties should have water treatment plants and water test facilities operational in time for the arrival of the contingent main body.
Field Defense Stores	UN will provide.
Ammunition	According to "Guidelines on levels of ammunition for peacekeeping operations" dated September 2002, issued by MILDIV DPKO.
Canteen	National Responsibility (suggested 60 days supply).
Medical supplies	As stated in the MOU (minimum of 60 days of drugs and medical supplies).
Repair Parts	Under wet lease arrangements, UN will provide transportation for spare parts for 90 days on initial deployment, after which it will be a National responsibility to replenish/resupply.
Note: OMS will advise TCCs of any changes to the above.	

1.5 Vehicles and Major Equipment

1.5.1 Vehicles

16. Before deployment on UN operations, all vehicles and major equipment (whether UN Owned Equipment (UNOE), UN hired equipment or COE) to be used within the Mission area of operations must be painted white overall, with black "UN" lettering prominently displayed on the top, both sides and front and rear of the vehicles.
17. These UN-markings must be to a minimum 30cm wide and 45cm high and in black; signs may be painted or transfer/stickers may be used. These markings must be visible at all times. Expenses for painting will be reimbursed based on the Arrival and Repatriation Verification Report and in accordance with the procedures and rates as detailed in the COE Manual, as amended.
18. No National markings or flags may be displayed on any UN vehicle.
19. Upon deployment, UN normally insures all COE vehicles and provides number plates for these vehicles. It is imperative that all TCCs forward details of all vehicles and equipment with their chassis and engine numbers to the receiving mission at the earliest before arrival to ensure that necessary insurance and number plates can be arranged ahead of deployment.

1.5.2 Clothing and Personal Equipment

20. All contingent personnel are to be fully equipped in accordance with Appendix 1 to Annex A of the MOU and their National scales of issue, including helmets and protective body armor/fragmentation jackets/vests. All soldiers should be equipped with a blue helmet, or provided with a blue helmet cover. This is a National responsibility. The appropriate range of items of clothing should be provided for the prevailing and anticipated weather conditions.
21. The UN will provide the following items of clothing for all ranks:

SER	QTY	ITEMS/ per person
(a)	(b)	(c)
1	1	Beret (UN Blue)
2	1	Field Cap (UN Blue)
3	1	Metal Badge (UN)
4	6	Cloth Shoulder Patch (UN)
5	2	Armlet (Olive Drab)
6	2	Scarf (UN Blue)

22. It is national responsibility to modify serial (a) 1 and 2 above to take account of religious or National preferences. If needed prior to deployment to the mission area TCCs are requested to submit their requirements for UN accoutrements serial (a) 1 to 6 above, to the Supply Section LSD at least eight weeks before they will be required.

*NOTE: In the recent past many UN missions have reported that TCCs are not meeting their obligation of providing their contingent personnel and Military Observers with **helmets and protective body armor/fragmentation jackets/vests**.*

1.5.3 Personal Identification

23. While in transit to and from the Mission Area, contingent as well as other military personnel must be in possession of identification in accordance with their National regulations. The availability of an international recognized passport is strongly encouraged and details are required to be provided to the mission at least 72 hours ahead of arrival of troops in the mission area. This is required for the mission to arrange for immigration formalities with the host nation prior to the arrival of troops. On arrival, the personnel will be issued a UN peacekeeping mission identification card. Contingent personnel will be required to carry both National and mission identification cards at all times.

1.5.4 Prohibited Personal Belongings

24. Contingent members are strictly prohibited from bringing privately owned firearms and weapons into the mission area. Similarly, contingent members are strictly prohibited from exporting privately owned firearms or weapons from the Mission area. The UN will not issue certificates dealing with the import or export of private firearms or weapons.
25. In this context, the term "private firearm or weapon" includes not only firearms, but also any other form of lethal or non-lethal firearm or weapon, including knives, except for pocket-knives and cutlery; non-military ceremonial swords, crossbows, etc and martial arts weaponry.
26. The import or export of private ammunition, explosives and drug abuse paraphernalia is also prohibited.
27. Many missions are deployed in areas which are rich in natural resources and wild life. All contingent personnel are expected to adhere to national and international regulations on movement of these natural resources and wild life products.

1.6 Deployment

1.6.1 General

28. LSD will co-ordinate transportation for deployment and repatriation. The normal mode of transport will be air for personnel, and sea for equipment. Mission movement control unit (MCU) will co-ordinate movements within the mission area between the Airport/Port of Disembarkation (AOPD/POD) and the unit's AOR.

1.6.2 Movement Arrangements

29. Generally, LSD will organize the air and sea moves. Alternatively, movements may be arranged by the TCC under LOA. LSD must agree to LOA movements in advance of the deployment. Reimbursement by the UN will only be made up to the amount it would have cost the UN to organize the move. Regardless of how the movement is organized, the information requested in paragraphs 34 to 39 below must be provided to permit LSD to authorize the arrangements.

1.6.3 Deployment / Rotation / Repatriation and Baggage Entitlement

30. Contingent equipment will only be moved on deployment to and on repatriation from the Mission Area. The UN will arrange the movement of equipment from the POD to the contingent's HQ camp in the area of operations. This movement is to be assisted by the TCC providing drivers and operators of the COE. During rotations, only personnel will be moved, the equipment will be passed from the previous contingent to the new contingent in accordance with the MOU/LOA. Contingent personnel deploying, and moving by air are limited to a maximum of 45 kg of baggage. This weight limit includes cabin baggage, all other personal items and personal equipment.

1.6.4 Rotation of Contingent Personnel

31. Contingents will be entitled to rotate once every six months following the date of transition or initial deployment. For contingents that elect to rotate once every 12 months, the baggage entitlement is increased to 100 kg per person. This increased entitlement applies to the contingent as a whole and cannot be apportioned individually.

Moreover, election to rotate on a 12 month cycle must be made, in writing, by the TCC in advance of deployment or during the contingent's tenure in a field mission.

1.6.5 Movement Information for Travel to and from the Mission Area

32. Depending on the method of transportation, LSD requires the movement information detailed in paragraphs 33 to 37, at least 6 weeks prior to the planned movement date.

1.6.5.1 Airlift organized by the UN

33. The following information is required by LSD in order for airlift arrangements to be made on a timely basis (refer to "General Cargo Load List" issued by MOVCON/LSD);
 - a. Place of embarkation, name and location of the airport;
 - b. Number of troops to be moved and dates the troops will be ready for airlift;
 - c. And, if cargo is authorized for airlift by DPKO, the following information is required:
 - i. Cargo load list showing dimensions and weight of equipment to be airlifted;
 - ii. Confirmation that drivers will accompany vehicles on the airlift;
 - iii. Complete Dangerous Cargo (DG) information on any of the nine classes of DG (see Article 1.7, paragraph 42 below); and
 - iv. Any requirement for ground transport at the destination airfield.

1.6.5.2 Airlift organized by the TCC

34. The planned airlift schedule must be coordinated through MOVCON/LSD in order to avoid overloading destination airfields by simultaneous arrival of aircraft from more than one TCC. The following information is required by MOVCON/LSD:
 - a. Type(s) and numbers of aircraft to be used;
 - b. Flight schedules in detail; and
 - c. Number of troops.
35. If cargo is authorized to be airlifted by DPKO, the following information is required:
 - a. Cargo load list showing dimensions and weight of equipment to be airlifted;
 - b. Load details for each flight including aircraft configuration (i.e. palletized or bulk load);
 - c. Dangerous Cargo List;
 - d. Any off-loading assistance required on arrival (including drivers, if vehicles are part of the load). (When a TCC uses aircraft that do not have their own integral off-loading devices, such as a cargo ramp, care must be taken before departure that appropriate cargo handling equipment is available at the destination airfield); and
 - e. Any requirement for ground transport at the destination airfield.

1.6.5.3 Sealift organized by the UN

36. The following information is required by MOVCON/LSD to arrange commercial shipping:
 - a. Preferred seaport of embarkation (SPOE);
 - b. Requirement for pre-carriage to the loading port, if required (including exact consignor location, name of point of contact, telephone, fax numbers and e-mail addresses for both origin and final destination);
 - c. Date cargo will be ready, in all respects, for loading;

- d. Complete and accurate cargo details, individual measurements and weights for all shipping units (vehicles, containers, break bulk) as well as total number of shipping units, total weight, total square metres and total cubic metres;
- e. A detailed, accurate list of all weapons, including serial numbers;
- f. Complete Dangerous Cargo (DG) information on any of the nine classes of DG (see Article 1.7, paragraph 42 below);
- g. Sea Container Requirement, if any, including the following information:
 - i. Quantity required;
 - ii. Size required (20' equivalent units only, not to exceed 10 ton);
 - iii. Type required (Standard or refrigerated state whether refrigerated containers need to be plugged in for the duration of the voyage);
 - iv. Date required for stuffing; (normally 7-14 days prior to the vessel loading date); Note that the stuffing of containers will be a TCC responsibility;
 - v. Drop-Off location;
 - vi. Value of equipment;
 - vii. Requirement, if any, for passengers/supercargoes; and
 - viii. Passenger manifest.

1.6.5.4 Sealift organized by the TCC

- 37. The planned sealift must be coordinated through MOVCON/LSD. The following information is required by MOVCON/LSD:
 - a. Name, type and registration of the vessel(s);
 - b. Port of embarkation and date of sailing(s);
 - c. Estimated time of arrival and port of disembarkation;
 - d. Cargo/passenger details as specified in paragraph 36 above for UN arranged sealift;

1.6.5.5 Costing of transportation

- 38. Costs are to be all inclusive, covering all associated costs such as:
 - a. Over flight, landing and handling charges, insurance, and flight operating costs for air operations.
 - b. Port and berthing charges, loading/unloading (stevedore) charges, insurance, and operating costs for sealift operations.
- 39. The TCC is responsible for payment of these costs. An airlift / sealift by a TCC should be based on cost reimbursement, which must be agreed upon by LSD in advance of the deployment.

1.6.5.6 Inland Transportation

- 40. Where inland transportation of major equipment is required, the TCC is entitled to reimbursement in accordance with the MOU and the COE Manual 2002, as amended. These entitlements, and the actual move of the equipment, will be coordinated on a case-by-case basis, and will normally either be arranged by the UN or be reimbursed under the terms of a claim. For details see Chapter 4 of the COE Manual 2002, as amended.
- 41. Note that loose pack items are not acceptable. All equipment and goods must be secured on the back of vehicles or in 20" ISO Sea Containers. A weight of XX metric tonnes limitation (varies from mission to mission and will be advised to TCCs by MOVCON/LSD) is dependent upon a number of factors including mode of transport being used, road conditions at origin or destination, etc.

1.7 Other Information

1.7.1 Clearances

- 42. Where the TCC makes transportation arrangements, it is responsible for obtaining necessary clearances from the appropriate authorities. These clearances include, but are not limited to, over flight, landing, transiting, border crossing, port, customs and diplomatic clearances. In an event that assistance with the clearances is required from the UN Headquarters or the UN mission, such request should be received at least 7 days in advance by MOVCON/LSD for the UN to process with respective Permanent Missions or with the host country.
- 43. At the PODs, the UN will provide customs clearance for all incoming National re-supply shipments. Prior notification by the National contingent is therefore essential. The type and form of this information will be determined by the mission's CISS. At the PODs, the UN will assist in arranging storage of incoming items until they can be forwarded to the AOR/deployment area.

1.7.2 Load Lists

- 44. Load lists are to be provided to MOVCON/LSD as soon as possible for every deployment, in any case not later than six weeks before the planned deployment date. The lists are to provide information on all cargo by load item. Dangerous cargo is to be listed separately. A summary is also to be provided. Where separate movements occur (for example, advance party, air deployment, sea deployment) separate load lists are to be prepared for each movement. Load lists are to comply with the MOU, and must be approved by DPKO so that authorized transportation arrangements can be made. Provision of load lists by electronic means (spreadsheets, on disk or via E-mail (advising software and version used)) is preferred when possible. TCCs should coordinate the use of electronic means with MOVCON/LSD personnel prior to transmittal.

1.7.3 Dangerous Cargo

- 45. The carriage of Dangerous Goods (DG) is governed by the International Maritime Dangerous Goods Cod (IMDG) for sea shipments and the International Air Transport Association (IATA) for air shipments. The identification, packing, labeling and documentation of DG rest with the shipper (the troop contributing nation). DG that do not comply with the IMDG/IATA regulations will not be permitted on board UN chartered ships or aircraft. It order to carry DG by air or sea, it is mandatory that the DG load list and DG declarations (copies located in IMDG and IATA publications) be completed in detail and given to the UN. This information is, in turn, given to the UN's commercial contractors so that they may apply for the required permits. Please note that the completion of these forms apply to all nine classes of DG. Most fluids, gases and aerosols fall under one of the classifications of DG. TCCs are to provide details of all DG to MOVCON/LSD. This information must include the UN number, proper shipping name, class, quantity and type of packaging, gross weight and net explosive quantity (where applicable). TCCs are requested to take particular care to ensure dangerous cargo is prepared and packed in accordance with relevant International Air Transport Association (IATA) and International Maritime Organization (IMO) requirements. Contingents must include personnel qualified to deal with dangerous cargo. The DG information must be provided well in advance so that the contracted carrier can apply for the necessary exemptions and clearances.

1.7.4 Movement Control on Arrival

- 46. To provide as much assistance as possible to the mission, the senior member of any contingent being moved shall produce a completed manifest showing the names of passengers and the amount and type of cargo. A copy of this manifest must be handed over to the Movement Control Unit (MCU) representative on arrival in the mission. In addition, contingents should plan their order of movement to ensure that personnel deploying on the first phase of each movement, are capable of assisting with subsequent arrivals of their contingent.

1.7.5 Movement Control in the Mission

47. It must be understood that the MCU in the mission has no authority to incur expenses on behalf of the UN. All movements of goods and/or personnel must be properly authorized prior to any movements being undertaken.

1.8 Sustainment

1.8.1 Contingent Logistics Responsibilities

48. Each contingent may include within its structure, a National Support Element (NSE), to deal with the following tasks:
- a. Communication between the National Contingent and its Home Country (at National expense);
 - b. Contact point for National Contingent Members on National matters;
 - c. Postal Office for the National contingent, to and from the home country;
 - d. Travel office for the National Contingent (for e.g. leave, or repatriation for health, compassionate or disciplinary reasons);
 - e. Service office for the National Contingent Members;
 - f. National paymaster and money exchange office;
 - g. Maintenance of records with respect to National reimbursement from UN, including COE procedures;
 - h. Handling of arrival and replacement of approved COE;
 - i. Organization of National visits approved by UN HQ, to the mission area;
 - j. Support for hospitalized National personnel;
 - k. Handling repatriation of the remains and effects of deceased National personnel;
 - l. Organization of National social activities;
 - m. Coordination of supplies from National sources; and
 - n. Maintenance for all COE and any National equipment, in accordance with the MOU.
49. Any surplus to the authorized contingent personnel or equipment strength, as detailed in the MOU, to accomplish these tasks is a National responsibility, and will not be subject to UN reimbursement.

1.8.1.1 Rations and Water

50. In addition to the composite rations, unless instructed otherwise by OMS prior to or during MOU discussions, contingents must deploy with a 21 day stock of rations to be self-sufficient until the UN rations delivery program is fully operational. Similarly, unless instructed otherwise by OMS during MOU discussions, contingents must also deploy minimum 2 days stock of bottled water. The food rations and water are to be consigned as personnel baggage during initial deployment. Contingents will need to become self-sufficient in treating and testing raw water as soon as practicable on reaching the Mission. Accordingly, advance parties of each contingent shall include fully operational self-sufficiency capabilities for water. Advance parties should have water treatment plants operational in time for the arrival of the contingent main body. This system of provision of drinking water by the Contingents themselves continues as long as the Contingents remain in the mission.

1.8.1.2 Catering Equipment

51. Catering is a self-sustainment category, and responsibility for its provision is agreed in the MOU. Each contingent must provide catering equipment, including kitchen, crockery and cutlery, storage capacity for fresh, dry, chilled and frozen rations, in accordance with the terms of the MOU.

If a contingent deploys any additional catering equipment, not covered by the MOU, this may be regarded as NSE, and therefore not subject to reimbursement.

NOTE: It has been noticed that many TCCs do not deploy with adequate number of reefers and chillers commensurate with the planned dispersed deployment or envisaged operational tasks. Provided timely advice is received by LSD and/or the Mission, arrangements for reefers and chillers can be made through the UN food rations contractor for which TCCs will undertake to pay the monthly rental for these assets as per the terms of the food rations contract.

1.8.1.3 Ammunition

52. The formed contingents' scale of ammunition according to "Guidelines on levels of ammunition for peacekeeping operations" dated September 2002, issued by MILDIV DPKO should be sufficient for operational and training as specified in the Table under paragraph 15 above "Pre-deployment Preparations". Flares and smoke grenades, and where required, demolition explosives should be included in the scale of ammunition.

1.8.1.4 Welfare and Canteen

53. Welfare is a sub-category of the 'Miscellaneous' self-sustainment category and responsibility for its provision is agreed through the MOU. If a TCC has opted for welfare as a self-sustainment item, a full-time welfare person should be included in each contingent, along with an adequate range of welfare items, sports equipment, and canteen stores. All imports of duty-free merchandise will be coordinated through the DOA/CAO.
54. **Private Communications for all Ranks.** Due to the number of troops in a mission area, it is not possible for the UN without serious risk to the communication systems, to arrange for private communications by the soldiers with their families in their home countries. In order to maintain morale, all TCCs are encouraged to deploy with necessary satellite equipment linked to an ISP in their home countries to provide private communications for their troops.

1.8.1.5 High Risk Areas (Epidemiological)

55. High Risk Areas (Epidemiological) is a self-sustainment category and responsibility for its provision is agreed through the MOU. This covers medical supplies, chemoprophylaxis and preventive measures against common diseases found in the mission area, which there are no available vaccines. The provisions include but are not limited to the following: malaria pills, insect repellent, fogging solutions and chemicals, insecticides, rat poison, animal traps and other vector control measures.

1.8.2 UN Logistics Responsibilities

1.8.2.1 Communications

56. Equipment for communications from UN HQ New York down to the Mission HQ, and between Mission HQ and the Sector/Battalion HQs, will be provided by the UN as UNOE. The UN will also provide a telephone network, within the Mission HQ and down to Contingent HQ level. UN will provide communications down to individual force level, or independent sub-units. The rear links for communications from the UN mission to the TCC is a contingents' responsibility. Contingents should come fully equipped with suitable equipment to establish telephone communications from the UN missions to their respective countries and for access to Email /Internet for personal or welfare purposes.

1.8.2.2 Information Technology

57. Computers and ancillary equipment to allow access to the Mission's Local Area Network will be provided for the Mission HQ and in limited numbers to Sectors/Battalion HQ and the specialized units. This will enable transmission of e-mails within and outside the mission area in addition to accessing UN provided databases. Computers and ancillary equipment for contingent's internal use will be provided by either the TCC or the UN, depending on the agreed responsibilities for the 'Office' self-sustainment category in the MOU.

It may be noted that contingent owned computers cannot be connected on the UN LAN or WAN due to software licensing issues.

58. IT equipment, computers and communications equipment and connectivity provided by the UN must be used in accordance with the procedures and regulations as laid down by Mission HQ.

1.8.2.3 Aircraft

59. All air assets required to support UN operations will be arranged by LSD/DPKO under commercial contract, or LOA. They will be made available only for operational and re-supply matters. Nationally owned air assets may not be operated in the mission area, except as specifically authorized by DPKO under LOA arrangements.

1.8.2.4 Rations

60. The UN will arrange for a commercial contract for the supply of fresh, frozen, chilled and dry rations, and for catering operations at contingent bases, except where contingents are to provide their own catering under the terms of their MOU. The TCC must be prepared to order the initial supply of fresh, frozen, chilled and dry rations through LSD, so that delivery may be arranged to coincide with the main deployment. The advance party should provide a copy of the TCC National ration scale to the Mission HQ ration unit.

Note: Most UN food ration contracts require 60 days notice of requirements for rations.

61. The Mission CISS will make arrangements to obtain and store reserves of Composite packed rations (Combat rations) or corresponding bottled water as per policy of the mission.
62. The UN ration scale has two main methods of control: scale of issue, and the financial man-day rate. It is possible to modify the scale of issue to take account of religious or dietary customs and National preferences (this modification is restricted to the food items within specific ration groups), but the man-day rate must not be exceeded. Within this limitation, it may be possible to obtain items particular to a contingent's taste, however precise details of the items must be given to the Mission HQ Food Office by the advance party at least 10 weeks before they will be required. Provision is also made in the ration scale for a 50% supplement to the daily rations entitlement for five special occasions annually such as National holidays and medal parades.
63. The collection or supply of firewood in missions is no longer allowed. Most missions cannot support the supply of LPG for cookers. Therefore, TCCs are encouraged to deploy with diesel-fired cookers.

1.8.2.5 Spices

64. If spices or other items not normally found on the UN ration scale are essential, a supply sufficient for 60 days' use should be brought with the contingent. This is to ensure that a supply is available until procurement can be arranged. If an item proves impossible to obtain through the normal UN food ration contractor(s), or is too expensive to supply within the man-day rate, the contingent may ask the Mission to arrange supply from its home country using the LOA procedure.

1.8.2.6 Water

65. On deployment, each contingent will install its own water purification equipment to produce drinking and bulk water within 14 days of arrival in the mission area. UN is responsible to provide a raw water source (e.g. bore hole). Provision of bottled water is only to be an interim solution till contingents install and operate water purification equipment. If any contingent is unable to bring water purification equipment, the mission will prepare and coordinate a Mission Water Plan using a combination of UNOE and COE for water purification, storage and distribution. Military Engineering Unit will have sufficient capability to provide Water Points for the Force across the mission area.
66. Contingents are responsible for the transportation of raw and treated water according to the MOU.

NOTE: It may be noted that upon installation of the water purification units, contingents are responsible for testing and certifying that the purified water meets the WHO standards and is fit for human consumption.

67. **Raw water.** The UN will provide raw water to contingents. A water source (ground or surface) will be arranged by the UN at each Sector HQ and Team Site location. In initial cases where raw water is not yet available, the UN will provide treated water.
68. **Water treatment.** Contingents will need to become self-sufficient in treating raw water within 14 days of arrival in the mission area. Accordingly, advance parties of each contingent are encouraged to include fully operational self-sufficiency capabilities for water. Advance parties should have treatment plants operational in time for the arrival of the contingent main body. Depending on raw water quality at each source, contingents will need to treat the raw water to meet at least drinking, and possibly all, requirements. Contingents will need to bring company-scale water treatment plants that are no less than 1,000 Litres per hour (lph) and up to 2,000 lph. The plants need to meet WHO standards and be capable of basic water treatment processes including sedimentation, filtration and disinfecting. Plant equipment needs to include water storage equipment that is dedicated to the production of treated water. The storage equipment is not part of static water storage capacities. The equipment should enable separate storage for intake raw water and output treated water. The intake storage capacity should be sufficient for a minimum of three days operation. The output storage capacity should be 5,000 litres. TCCs need to include in its contingents, sufficient skilled operators for water equipment. Contingents will need to deploy with all water treatment chemicals either for the duration of the deployment or until a National resupply line is established. The UN will not provide any consumables for TCC wet lease provided water treatment plants.
69. Contingents must be able to supply water to their troops according to the UN Standardized Scale to Assure the Health and Maintain the Duty Performance of Troops. Testing of water to ensure it meets WHO standards is a TCC responsibility.

Type	Quantity
Safe Drinking Water (WHO Guidelines)	Potable Water 4.5 Litres/person/day
Treated Bulk Water for cleaning, shower, ablutions and other uses	80.0 Litres/person/day

70. The scales of issue can vary with climatic conditions. In regions with an extreme environment, the requirement may be further increased, particularly if heavy work is to be done.
71. **Water transport.** Contingents will need sufficient water trucks to transport raw water from the source to contingent camps in addition to any other water transport tasks, such as internal distribution. Water trucks are not to be used as part of the TCC water storage plan.
72. **Water storage.** Contingents will need separate static water storage for drinking and bulk water. Storage capacities need to be sufficient for a minimum of 170 litres per person. Static storage capacities should exclude any water truck capacities and any water storage equipment that is dedicated to the production of treated water. All storage equipment is to be made only with acceptable food-grade materials, that is, materials approved for water equipment not adversely affecting health. The UN will be responsible for a separate reserve of drinking water for emergency purposes.

1.8.2.7 POL

73. Mission HQ will arrange a commercial contract for the supply, storage and delivery of bulk POL for vehicles, aircraft, and other fuel using equipment; such as generators and heaters. Precise requirements will be provided by OMS.
74. The storage and internal distribution within the unit, however, is a National responsibility, and must comply with UN regulations for logging and distribution. Odometers (vehicles) and hour-reading meters must be operational in all vehicles and generators to efficiently track fuel consumption. For efficient record of fuel consumption, UN may install FUEL LOG on all contingent vehicles and equipment.

1.8.2.8 Additional Requirements of Rations, Water, POL and other supplies

- 75. OMS will advise TCCs of any requirement for additional rations, potable water, POL and other supplies to be brought by military units at the time of initial deployment.

1.9 Accommodation

1.9.1 Contingent

- 76. Most military units are expected to be fully self-sustained in the category of tentage (as per COE Manual) at least for the first six months of their arrival. The UN will provide hard walled/ semi rigid accommodation as soon as possible for those units whose roles involve operations from generally static locations. Once the UN provides accommodation, contingents will not be reimbursed for tentage, unless they or elements of them are required for operational reasons to reoccupy contingent supplied tentage. However if the UN is unable to provide permanent, rigid or semi-rigid after six months in tents, TCCs will be entitled to be reimbursed according to the procedures contained in the COE Manual 2002, as amended.

1.9.2 Military Observers (UNMOs)

- 77. In accordance with the Guidelines for Military Observers in DPKO the UNMOs are responsible for boarding and lodging, local transportation and catering. To cover for the costs the UNMOs receive a Mission Subsistence Allowance (MSA). Depending upon the security situation, availability of local resources and policy of the SRSG, UNMOs may be required to live and eat in UN provided accommodation and catering facilities. In such a case, necessary deductions from the MSA will be made in accordance with the UN rules and regulations.

1.9.3 Staff Officers (SOs)

- 78. The responsibility for boarding and lodging, local transportation, catering, and other self-sustainment categories for Staff Officers assigned to the Force HQ rests with the UN or the TCC, in accordance with the MOU.
- 79. Conditions of Service for Staff Officers are under review. TCCs will be advised of changes when approved.

1.9.3.1 Office

- 80. The contingents are expected to be self sustained in this category as per the standards laid out in the COE manual. This will be confirmed during MOU negotiations.

1.9.3.2 Electrical Power

- 81. The UN will provide electrical power either through a regular power source or through major generators for UN staff facilities (catering, office and accommodation) for UN civilian staff, CIVPOL and UNMOs.
- 82. Contingents are required to be self sustained in the category of Electrical in accordance with the COE Manual. Contingents will be asked to provide their own major power generators (20 KVA and above) as per the requirement and will be reimbursed separately for those generators as major equipment at the rate laid down in the COE Manual 2002, as amended.
- 83. The UN will provide fuel for generators.

1.10 Other Categories of Self-Sustainment

- 84. Contingents are generally expected to be self sustained in all appropriate categories of self-sustainment, except Field Defense Stores as, per the COE Manual 2002, as amended, unless otherwise agreed in the MOU.

These categories include Catering, Communications, Office, Electrical, Minor engineering, EOD, Laundry and Cleaning, Medical (basic and level I or as decided), Observation and Miscellaneous General Stores.

1.10.1 Allocation of UN Transport

85. UN procured or hired vehicles will be issued to Mission elements based on decisions of the Mission Vehicle Establishment Committee. Vehicles will normally be issued from a motor pool on a "single trip" basis. Permanent issues to single users will be limited to only those situations where this is the most economic and efficient use of the available assets. Units are expected to deploy with sufficient vehicles to conduct their administrative and operational tasks.

1.10.2 Authorized Use of UN Vehicles

86. Restrictions on the use of UN transport will be as follows:
 - a. The use of all UN vehicles is restricted to UN Mission members. In exceptional circumstances, personnel who are not members of the mission may be authorized to travel as passengers in UN vehicles by the DOA/CAO only;
 - b. Authorization to be requested in advance.
 - c. Authorization only in writing by following UN guidelines on transportation of non-UN personnel. Authorization is to be accompanied by a "Waiver Form" signed by non-UN personnel authorized to travel in UN vehicles/aircraft. Waiver Forms may be obtained through the office of the Chief Transportation Officer (CTO).
 - d. No person shall operate a UN vehicle unless he/she is in possession of a valid UN driving permit. A potential driver of a UN vehicle must hold and be able to produce for inspection, a valid National, international, or National military driver's license to qualify for a UN driver's permit. The validity of international licenses should be checked against the National license on which they are based. Furthermore, CTO will ensure that the expiration date of an issued UN driver's permit conforms to the validity/expiry date of the applicant's current National driver's license.
87. The issuing authority for UN driving permits in the Mission is the CTO, who will normally arrange for the necessary testing of all mission personnel requiring a permit. In areas outside Headquarters, Commanding Officers, through their Motor Transport Officers, may be authorized to issue permits to their personnel after ensuring that they have been properly tested and otherwise meet the qualifications required by the UN. The Motor Transport Officer should report to the CTO as soon as possible after his/her arrival in the mission area for a briefing on the subject of control and use of UN vehicles before he/she is authorized by the CTO to process applications for UN driving permits. The Motor Transport Officer of each contingent shall also be tested and have his/her UN driving permit issued by the office of the CTO.
88. In view of the particular nature of specialized military equipment and Armored Fighting Vehicles (AFVs), the issuance of a driver's permit for such vehicles and equipment to qualified military operators shall be in strict accordance with their established National Military regulations but still subject to registration and issue procedures through the office of the CTO.
89. All UN drivers shall comply with the local rules of the road applicable in the mission area, including all road traffic regulations issued by the Mission.
90. UN driving permits shall be withdrawn from personnel found to be driving under the influence of alcohol or drugs and from personnel who commit serious traffic violations or whose driving habits indicate lack of competence or sense of responsibility. In the case of UN vehicle accidents involving members of National contingents, the UN may seek reimbursement for loss, or damage to UN owned property, including vehicles, from the driver's National Government if such loss or damage (a) occurred out side the performance of the driver's official duties, or (b) arose or resulted from the gross negligence or willful misconduct of the personnel concerned.

1.10.3 Repair and Recovery

91. The Mission will arrange repair and recovery facilities for all UN-owned vehicles. Repair parts for UN issued vehicles will be provided through UN arranged contracts and, in case of new vehicles, these will be delivered to the mission with the vehicles. All contingents are to deploy with integral repair and recovery capability to conduct the level of repair and recovery for Contingent-owned vehicles as required by the MOU, plus recovery capability to provide support to all vehicles of other TCCs as well as including UN-owned vehicles operating in the AOR.

1.11 Administrative Matters

1.11.1 Working Hours

92. The Head of the Military Component (FC, CMO, CMLO) shall establish the hours of work and official holidays for military staff, in consultation with the CAO/DOA.

1.11.2 Leave

93. UN military staff on mission are entitled to the following leave on the understanding that it is to be taken as actual leave without any cash compensation *in lieu* of leave not used:

Member Status	Leave entitlement	CTO provisions
Staff Officer Contingent member	15 days in a six month period - accruing at 2.5 days per month in mission area	Nil
UNMOs CIVPOL	12 days maximum – accruing at 1.5 days per month in the mission area	Six days after each 30 days of continuous duty

Compensatory Time-Off (CTO) is not applicable to military contingents or staff Officers.

1.12 Financial Arrangements

94. The funds for each peacekeeping operation are approved only with an established Security Council mandate for that mission, and only cover the cost of running the operation for the given mandate period. Stores and equipment cannot be procured until the appropriate UN legislative bodies have approved funds. Only the DOA/CAO is authorized to commit UN funds for any purpose.

1.12.1 Financial Liabilities

95. TCCs may be required to reimburse the UN either partially or in full for any financial loss suffered by the UN as a result of negligence, misconduct, or the violation of any regulation, rule or administrative instruction, on the part of contingent member(s).

1.12.2 Currency Exchange

96. Currency regulations vary from country to country. Mission HQ will therefore issue regulations for currency exchanges, in order to ensure that National currency regulations are respected in the mission area, and also in neighboring countries which contingent members may visit on leave or on duty.

1.12.3 Mission Subsistence Allowance (MSA)

97. UNMOs are considered experts on mission within the meaning of Article VI of the Convention on the Privileges and Immunities of the UN (1946). They enjoy the privileges, immunities and facilities specified

in that article and those of the Status of the Mission (or Forces) Agreement wherever they perform missions for the UN. These privileges and immunities are granted in the interest of the UN and not for the personal benefit of individuals. The Secretary-General has the right and duty to waive the immunity in any case where, in his opinion, the immunity would impede the course of justice. Such a waiver shall be without prejudice to the interest of the UN.

98. MSA is designed to cover the cost of boarding and lodging, local transportation and other incidental expenses and constitutes the total UN contribution towards such costs. The rates of subsistence allowance for different Missions, which are subject to change, are mentioned in the Mission Specific Guidelines to the MS. Where food and/or accommodation are provided by the UN, Government or any related institution, the mission subsistence allowance will be reduced accordingly.

1.13 Repatriation of Individuals

1.13.1 Repatriation on Compassionate Grounds

99. The FC may recommend in writing to the SRSG, the repatriation of individuals on compassionate grounds, at the UN expense. Upon such a recommendation, the CAO/DOA will make the necessary travel arrangements, together with a report to UN HQ New York for recording purposes. Grounds for compassionate repatriation may include:
 - a. Critical or dangerous illness or injury of a close family member having a relation of the first degree (parent, spouse or child);
 - b. Critical or dangerous illness or injury of a brother, sister or other close relative who was the sole surviving relative of the individual; and
 - c. Attending the funeral of one of the above-mentioned.
100. Repatriation of an individual on compassionate grounds will normally be considered as constituting the completion of his/her tour of duty. The UN will pay one-way commercial travel upon recommendation by the FC and approval by the CAO/DOA. If the individual subsequently returns to the mission area, or when the TCC provides a replacement, it will be the TCCs responsibility to pay for the travel of the returning individual or of the replacement to the Mission area.

1.13.2 Repatriation on Disciplinary Grounds

101. The SRSG in coordination with FC may recommend in writing the repatriation of individuals on disciplinary grounds at the TCCs' or UN expense, depending upon the nature of the case. It will be the TCCs responsibility to pay for the travel of both the repatriating individual and the replacement to the Mission area. The UN would pay only if such repatriation is determined to be in the best interests of the Organization. Upon such a recommendation, the CAO/DOA will make the necessary travel arrangements, together with a report to UN HQ New York for recording purposes.

1.13.3 Medical Repatriation

102. Contingent members / military personnel may be repatriated to their home country if they are assessed to be unfit for duty for the next 30 days, or if they require treatment that is not available in the mission.
103. When a UN member is repatriated for medical reasons, the UN will cover all travel costs, both for him and his replacement.
104. The evacuation and/or repatriation out of the mission area of any contingent member to their home or a third country as a result of a pre-existing medical, dental and/or psychiatric condition shall be at National expense if this results from inadequate medical, dental and/or psychological screening prior to deployment to the mission area. In circumstances where disease, injury or death results directly from such pre-existing conditions, the UN may not be liable for any compensation to be paid for such disease, injury or death.

1.13.4 Death of a Member

105. In the unfortunate event of the death of a member while serving in a UN mission, all costs associated with the return of the remains to the home country and travel of a replacement to the mission area will be borne by the UN.

1.14 Death and Disability Claims

106. Guidelines for the submission of death and disability claims can be found in General Assembly document A/52/369 of 17 September 1997.

1.15 Information Requirements

107. The Permanent Mission of each TCC is requested to provide OMS as soon as possible with the following information:
- a. Address in the home country to which the basic items of UN identification (berets, metal hat badges, shoulder patches and scarves) should be air freighted;
 - b. Load details of air and sea shipments;
 - c. List of equipment and stores being provided including vehicles by type and quantity (with weights and overall dimensions);
 - d. List of equipment and/or stores the National authorities are unable to provide;
 - e. Special postal address in the home country;
 - f. Copy of the National ration scale;
 - g. List of the personal clothing, gear and equipment as well as personal weaponry and ammunition, which are issued under National regulations to a member of the contingent; and
 - h. Point of contact with the Military Headquarters of the home country with the authority to deal direct with OMS on deployment/redeployment details, including name, rank, telephone, fax number and an indication for hours when available.

PART 2**PERSONNEL****2.1 General**

- 108. TCCs are responsible for the proper preparation of soldiers and officers for the deployment in the theatre of operations. The preparation of the troops does not only comprise the provision of training for the military aspects of the task to be performed, but also will encompass medical preparations, etc.
- 109. All personnel deployed, as part of the Mission will come under the operational control of the FC. The FC is empowered to issue orders and instructions consistent with the resolutions of the appropriate organ of the UN relating to the Mission. Such orders may be revised from time to time as the FC sees fit.

2.2 Training Requirements

- 110. All personnel being considered for deployment within the Mission area of operations should be physically fit and are trained in the basic infantry skills. Special attention should be given to the performance of duties under circumstances the Mission climate;
- 111. Units and military personnel destined for the participation in Peacekeeping operations should, as a minimum, receive the following training in addition to UN DPKO's Standardized Generic Training Module (SGTM) 1;
 - a. Basic individual and collective infantry training up to and including company level, with special attention for weapons training (small arms, heavy machine gun/small cannon turret weapons, and short and medium range antitank weapons), basic cordon and search procedures. Mounted infantry units are also to be trained in the use of helicopters;
 - b. Briefings on the Rules of Engagement (ROE) to be observed by the Mission, rules of impartiality and honesty, rules for behavior and techniques on how to react when being obstructed by hostile elements;
 - c. Instructions on the mandate and organization of the Mission and the area of operations;
 - d. Instructions on geographical, historical and cultural background of the local inhabitants of Sudan and neighboring countries, including the origins of the current situation, religious aspects, customs and taboos, etc;
 - e. Conduct of Personnel and prohibition of any kind of abuse or exploit of individual members of the local population, in particular, women and children, and UN 'zero-tolerance' policy in this regard. Exercises in short and longer term manning of operational checkpoints and patrol missions (including the use of night vision equipment), basic communication and voice procedure training;
 - f. Basic map reading; and
 - g. Shelter building and fortification training with emphasis on:
 - i. Sufficient protection (thickness of wood) against different kinds of weapons;
 - ii. Use of sandbags;
 - iii. Use of concertina wire;
 - iv. Use of different blast walls;
 - v. Reinforcing buildings;
 - vi. Different kinds of shelters (concrete, containers, corrugated iron sheet, etc);
 - vii. Behavior in shelters during attack; and
 - viii. Knowledge of large timbers as supports.
- 112. All UNMOs and staff officers will be tested in the following skills upon deployment to the mission area and therefore should be :

- a. English speaking (or French in Francophone missions);
- b. Able to pass UN Driving Test;
- c. Able to communicate on radio both HF and VHF;
- d. Able to use maps and GPS and
- e. Able to use a PC.

NOTE: Failure in any of the above skills may lead to repatriation of the UNMO or staff officer at the national expense. Deployment of replacement of such an individual will also be at the national expense.

113. It is essential that all personnel are fully trained in the following:

- a. First aid;
- b. General field hygiene, including water purification;
- c. Prevention of climatic injury;
- d. Sexually transmitted diseases, HIV awareness and prevention;
- e. Gender awareness; and
- f. International Humanitarian Law (Geneva Conventions and Protocols).

114. Each unit should have an identified HIV / AIDS counselor/trainer focal point and contingents should be deployed with their National HIV / AIDS training materials.

2.3 Conduct of Personnel

- 115. The UN Organization embodies the aspirations of all people of the world for peace. In this context, the UN charter requires that all personnel must maintain the highest standards of integrity and conduct.
- 116. The standards summarized below reflect the standards included in various official documents of the UN, in particular, the UN Charter and Staff Regulations and Rules. A code of personal conduct for "Blue Helmets" will be distributed to Mission personnel. However, these guidelines are issued as a reminder to all categories of personnel in UN Peacekeeping Operations of the high standards they are required to maintain in both their official and personal activities.
- 117. All personnel serving in UN Peacekeeping Operations and related missions ("UN mission personnel") must follow instructions received from the Head of the Mission, or his/her authorized delegate, who represents the Secretary - General and must not accept instructions from sources external to the Organization.
- 118. In exercising their official duties in the country in which they are serving, UN Mission personnel must:
- 119. Perform their duties with the interests solely of the UN in view, acting so as to recognize the needs and interests of the host country and its people, and acting with strict impartiality, integrity, independence and tact in all their dealings;
- 120. Not abuse or exploit individual members of the local population, in particular, women and children;
- 121. Neither solicit nor accept any material reward, honor or gift from any source other than the Organization;
- 122. Treat UN property, especially vehicles and communications equipment, with care and must not trade, sell or use such equipment for personal benefit;
- 123. Exercise utmost discretion in all matters of official business and must keep confidential all information and material designated as confidential; and
- 124. Show courtesy and respect to all other UN mission personnel regardless of their creed, gender, rank or origin.
- 125. In their private life, UN Mission personnel must:
- 126. Ensure that their conduct will not discredit the mission and not damage its credibility, effectiveness and image, in particular by meeting all their financial obligations in the host country before departing;

127. Not engage in excessive consumption of alcohol or abuse or traffic in drugs or any other illegal substances; and
128. Show respect and courtesy towards all the population, and for their laws, customs and traditions.

2.3.1 Gender Balance and Gender Mainstreaming

- a. To ensure adherence to the provisions stipulated in Security Council resolution 1325 (2000) on women, peace and security. The resolution reaffirms the important role of women in the prevention and resolution of conflicts and in peace-building, stresses the importance of their equal participation and full involvement in all efforts for the maintenance and promotion of peace and security, and the need to increase their role in decision-making with regard to conflict prevention and resolution. Moreover, it recognizes that an understanding of the impact of armed conflict on women and girls, together with effective institutional arrangements to guarantee their protection and full participation in the peace process, can significantly contribute to the maintenance and promotion of international peace and security.¹
- b. To ensure that all personnel are briefed on provision of 1325 prior to deployment.
- c. To ensure the participation of female military personnel in all contingents (minimum 2 per cent), particularly in strategic positions requiring female personnel, such as: search and cordon; demobilization of female combatants; patrols and; elections monitoring.
- d. To promote a conducive and respectful environment for both female and male military personnel, by ensuring provision of adequate medical facilities, services and supplies for men and women, and establishing mechanism to ensure protection from sexual harassment.
- e. To ensure that female military personnel are given challenging and fulfilling tasks, on par with their male colleagues, which can contribute to advancing their careers.

¹/ Mainstreaming gender in peacekeeping activities entails the full incorporation of gender perspectives into all peacekeeping activities, from the initial stages of ceasefire negotiations and the establishment of mandates for peacekeeping operations, to post-conflict situations. Gender Mainstreaming requires ongoing review and analysis of the policies and interventions of peacekeeping missions to ensure that the perspectives, priorities and aspirations of women and men are integrated into all functional areas of the mission's work.

PART 3**UN MEDICAL STANDARDS FOR PEACEKEEPING MISSIONS**

129. Personnel assigned to peacekeeping/special missions are exposed to hazardous conditions not normally associated with peacetime service. Moreover, due to a stressful and changed working environment, there is a potential of aggravation of any pre-existing medical conditions. Therefore, special considerations should be given to patients with a history of medical problems.

3.1 Medical Standards

130. Medical Standards

- a. When examining members for service in a peacekeeping/special mission area, it must be borne in mind that they may be required to serve where unfamiliar diseases are endemic, where sanitation may be sub-standard and amenities few. They may be required to travel on foot and live in primitive conditions. Recreational facilities may be scarce.
- b. Physicians shall make their assessment on the basis of medical history, physical examination, laboratory and x-ray results, and an estimate of personality characteristics.
- c. Special considerations shall be given to members with a history of the following conditions, who may function well in a relatively sheltered service environment but may prove to be a medical liability in a peacekeeping mission assignment.

3.2 Physical Conditions

131. Physical Conditions

The following conditions are generally considered as precluding service in peacekeeping areas, but must be carefully assessed on an individual basis, taking into account the severity of the condition and the particular area for which the member is being examined:

- a. Hypertension requiring medication;
- b. Diabetes Mellitus requiring medication;
- c. Any known heart disease;
- d. Any chronic illness requiring regular medication(s);
- e. Any immuno-compromised condition, including AIDS
- f. Known allergy to or intolerance of anti-malarial medication;
- g. Past history of alcohol dependence or psychiatric disease

3.3 Immunization Policy

132. The United Nations recommends the vaccination and chemo prophylaxis requirements within a mission area, which should be the minimum observed by all TCC. These requirements are divided into those that are:

- a. **Mandatory:** Vaccination that is required to meet international health regulations or national requirements stipulated by host country for travel into the mission area (e.g. Yellow Fever). A special case has been made for Yellow Fever vaccine in view of its high cost, where reimbursement is through the submission of claims for actual costs.

- b. **Recommended:** Vaccination that is recommended by DPKO for travel to the region (e.g. Hepatitis A, Japanese Encephalitis, Meningitis). While most recommended vaccines are covered under reimbursement for troop cost, a special case has been made for Japanese Encephalitis in view of its high cost, whereby reimbursement is through the submission of claims for actual costs.
- c. **Standard/Childhood:** Standard vaccinations including boosters are provided routinely to the general population and to military personnel and are not specific to peacekeeping (e.g. Diphtheria, Pertussis, Tetanus, Poliomyelitis). These vaccines remain a national responsibility.
- d. **Optional:** Additional vaccinations that are administered as a national requirement, but which are not mandatory for entry into the mission area under international or host country health regulations, and which have not been specifically recommended by DPKO. (e.g. Rabies, Anthrax **and Seasonal Human Influenza**). **Such vaccinations will not be reimbursed by the UN.**
- e. **Special Case:** Additional vaccinations or drugs that are required against new or emerging infections encountered in the mission area, that are not reimbursed under previous categories (e.g. the antiviral drug Ribavirin for Lassa Fever, and Oseltamivir or Tamiflu for avian influenza). These will be provided by the UN, or reimbursed through the submission of claims for actual costs.
- f. It is a national responsibility to ensure that all personnel have received at least the initial dose of all mandatory and recommended vaccinations before deployment into the mission area. The immunization status of each individual is to be properly documented for monitoring by the respective contingent doctor. Where applicable, each member of the contingent is to be provided with the WHO International Certificate of Vaccination, or its national equivalent.
- g. Should a multiple dose immunization regimen not be completed prior to deployment, the UN has the responsibility for subsequent vaccinations, including administration of booster doses, if required. The UN will recover the costs of vaccines from the TCC.
- h. Should troops deploy into a mission area without mandatory or recommended vaccinations, this will be provided by the supporting medical unit, but all costs incurred will be deducted from the reimbursement to the TCC. The Chief Medical Officer is required to submit a record of all vaccinations administered in the field, indicating the names, UN ID numbers and nationalities, as well as the types and doses of vaccinations given.
- i. Failure to follow UN-recommended immunization and chemo prophylaxis policies may result in the denial of entry into the host country, as well as rejection of any resulting medical claims and compensation.

PART 4**HIV TESTING POLICY FOR UNIFORMED PEACEKEEPERS****4.1 Introduction**

133. Introduction

- a. The transmission of Human Immunodeficiency Virus (HIV) among peacekeepers and host communities is a concern for the UN Department of Peacekeeping Operations (DPKO). Populations already suffering the devastation of war may be especially vulnerable to the virus. HIV is preventable if reasonable precautions are taken, but there is no cure. DPKO has developed pre-deployment 'Standardized Generic Training Modules' as well as in-mission HIV/AIDS awareness training and prevention programs. Abstinence in the field is encouraged; however, male and female condoms are made available and missions distribute to contingents and UN personnel. Treatment for common sexually transmitted infections (STIs) is also available. This document outlines DPKO's policy with regard to HIV testing of uniformed peacekeepers.
- b. The United Nations' HIV testing policy has to conform to international human rights norms, in particular the principle of non-discrimination and the application of the 'least intrusive' means to achieve the demonstrably justified objective of preventing the transmission of HIV.
- c. DPKO supports the right of the individual to know his/her HIV-status without fear of personal or professional discrimination. An HIV test should be accompanied by pre and post test counseling. Providing the scope for individuals to make informed and independent decisions to find out their HIV status is a critical component in influencing behavior and preventing further transmission.
- d. In line with UN Security Council Resolution 1308 (2000), DPKO strongly supports a policy of Voluntary Confidential Counseling and Testing (VCCT). The UN does not require that individuals at any time be tested for HIV in relation to deployment as peacekeepers.
- e. The UN is cognizant of the fact that some troop contributing countries (TCCs) have a mandatory testing policy and do not deploy HIV positive personnel. DPKO respects this National requirement.

4.2 HIV Testing

134. HIV Testing

- a. Pre-deployment
 - i. The sole medical criterion for the deployment and retention of a peacekeeper is fitness to perform peacekeeping duties during the term of deployment. In accordance with current medical and human rights guidelines, the HIV status of an individual is not in itself considered an indication of fitness for deployment in a peacekeeping mission. An HIV test is therefore not required by the United Nations.
 - ii. Individual fitness must be determined by a thorough pre-deployment medical examination/service medical assessment, which is the responsibility of the TCC. National medical standards are employed to determine fitness, but as a rule UN medical standards, according to the policy of the Medical Services Division and DPKO, are the minimum acceptable for deployment in any peacekeeping operation. The medical examination must exclude those individuals showing signs of active disease, including clinical signs of immunodeficiency, such as Acquired Immune Deficiency Syndrome (AIDS).
 - iii. Individuals in mission who are in non-compliance with the overall standards stated in the guidelines for pre-deployment medical examination should be repatriated. Proof of having passed the obligatory medical examination should be available on request by Medical Support section , DPKO or the Mission's medical representative.
 - iv. Repatriation is at the cost of the UN if the change in medical status has clearly occurred while in the mission.

- v. Repatriation is at the cost of the TCC where deployment of the individual has clearly been in breach of the guidelines.
- vi. Individuals in mission who are in non-compliance with the overall standards stated in the guidelines for pre-deployment medical examination should be repatriated.
- vii. Repatriation is at the cost of the UN if the change in medical status has clearly occurred while in the mission.
- viii. Repatriation is at the cost of the TCC where deployment of the individual has clearly been in breach of the guidelines.
- ix. The UN does not exclude HIV-positive personnel from serving in a mission because of their HIV-status. DPKO does require that all uniformed peacekeepers be offered VCCT prior to deployment. This should not be interpreted as a requirement for mandatory testing. That VCCT has been made available should be stated in the certificate of health.

b. In-Mission

- i. The mission must ensure that all UN personnel, including uniformed personnel, in the mission area have access to VCCT, including pre and post test counseling, at no cost to the individual.
- ii. HIV testing requires the informed signed consent of the individual and must be accompanied by counseling.
- iii. Where HIV status is important in the choice of medical treatment, or the patient is unconscious, special provisions will be defined in OMS guidelines on VCCT.
- iv. In mission areas, confidentiality regarding both the request for a test and the test result must be maintained. Results are 'medical-in-confidence' and may only be shared with the consent of the individual. The National policy of the medical facility provider or that of the individual's nation cannot override the stated rules of confidentiality.
- v. The UN strongly encourages that VCCT be available to all peacekeepers upon their return home.

4.3 HIV/AIDS Counselors

135. HIV/AIDS Counselors

- a. It is strongly recommended that TCCs deploying more than 200 peacekeepers in a mission include at least one HIV/AIDS focal point in the contingent, certified to provide pre- and post test counseling.
- b. Missions should have at least one international and one locally employed counselor to provide counseling out of UN owned facilities. Both male and female counselors should be available.
- c. All missions must designate one female and one male medical personnel or a female counselor to be responsible for care, counseling and support in cases of sexual violence or rape. This service must be available at all times.

4.4 Exposure to blood

136. Exposure to blood

- a. In order to avoid unnecessary exposure to HIV and other diseases transmitted through blood and other bodily fluids:
- b. All blood and blood products must come from sources that meet WHO requirements. Mission hospitals must maintain stocks accordingly;
- c. Hospitals must maintain quality-assessed sterilization of all medical equipment. Injection and suture needles must be single use only and disposed of as hazardous waste; and
- d. All UN first-aid kits must acknowledge the need to protect from exposure to blood and other bodily fluids and must include rubber gloves and resuscitation ('mouth-to-mouth') masks.

- e. It is the responsibility of the Force Medical Officer (FMO) and/or the Chief Medical Officer (CMO) in the mission to order and ensure that post-exposure prophylaxis (PEP) kits, for occupational exposure and in cases of sexual assault, are available and distributed to UN clinics and level II's and III's (or equivalent). The kits are to be funded through the mission budget.
- f. The FMO and/or FC must ensure that staff, including uniformed medical personnel, is informed about the PEP kits and policy of use.

4.5 Review of Policy

137. Review of policy

- a. This policy is based on currently available qualitative and empirical data. The DPKO's Office of Mission Support shall review it regularly, in consultation with UNAIDS, to take into account any developments in medical treatments and recommendations with regard to HIV and AIDS.

Acronyms and Definitions

Acronyms	Definitions
AIDS	Acquired Immune Deficiency Syndrome, a disease where the body's ability to resist infections and other conditions, for example cancer, is impaired.
Confidential	Information known only to the individual concerned and the persons with whom s/he chooses to share.
Counseling	Formalized system for advice relating to the decision to take an HIV test and the follow up of the result.
HIV	Human Immunodeficiency Virus. It causes AIDS.
Mandatory	Where an individual has no say in whether or not a test is to be performed.
Medical-in-confidence	Information can only be shared between the doctor and the patient and between treating physicians if deemed beneficial to the patient.
Mission	The peacekeeping mission.
PEP	Post Exposure Prophylaxis, testing and treatment package for use where there may have been accidental exposure to HIV.
Testing	Test to directly or indirectly show HIV infection.
UNAIDS	Joint United Nations Programme on HIV/AIDS.
Voluntary	Where an individual by his/her free will chooses to undergo a test.
VCCT	Voluntary Confidential Counseling and Testing.
WHO	The World Health Organization.

PART 5**PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE**

138. The Secretary-General's policy of zero tolerance for sexual exploitation and abuse by UN personnel will be fully implemented. UN personnel must strictly abide by the established rules and regulations of the Organization. UN personnel must act with the highest standards of integrity and conduct both in the performance of their official duties and in their private lives. UN personnel must be sensitive to local customs, traditions and cultures, and demonstrate respect for the local population, particularly women and children.
139. In accordance with UN rules and regulations (Secretary-General's Bulletin/ST/SGB/2003/13 dated 9 October 2003), any act of sexual exploitation or abuse by members of military components constitutes an act of serious misconduct and is strictly prohibited. The following acts are specifically prohibited:
 - a. Any exchange of money employment, goods, services or any other form of consideration for sex, including sexual favors or other forms of humiliating, degrading, exploitative or abusive sexual behavior. The public solicitation of any such act shall be considered as an aggravating circumstance;
 - b. Any sexual contact, or activity with a child, i.e. any person of either sex under the age of 18, whether consensual or non-consensual, regardless of the age of majority or age of consent locally. The mistaken belief in the age of the person cannot be considered as a defense;
 - c. Any other sexual misconduct that has a detrimental effect on the image, credibility, impartiality or integrity of the UN.
140. In accordance with international law and DPKO policy, no members of military components shall be involved in the trafficking in persons. Trafficking in persons shall mean the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude or the removal of organs.
141. Appropriate mechanisms will be instituted for the reporting of allegations of misconduct by UN personnel as outlined in the DPKO Strategy on Sexual Exploitation and Abuse and for conducting investigations. A dedicated communications channel will be established to receive allegations made against UN military personnel. Clear procedures and guidelines for the investigation of all such complaints will exist.
142. Any proven violation may lead to disciplinary measures, which may include termination of employment and/or repatriation from the mission area.
143. Military personnel - whether HQ or NSE personnel, or members of a National contingent - must realize that proper military discipline is crucial to the success of the mission in which they partake. This discipline is at all times reflected in the appearance, bearing and behavior of the individual soldier.

(signed)

Jean-Marie Guéhenno

Under Secretary-General
for Peacekeeping Operations

**UNDOF BACKGROUND, MANDATE
AND BROAD CONCEPT OF OPERATIONS**

Background

1. In November 1947, the UN conceived a plan to divide Palestine into two states, one Jewish and one Arab. Since the declaration of the independence of the State of Israel in 1948, this part of the Middle East has seen a succession of wars between Israel and her Arab neighbours. As a result thousands of Palestinians fled to neighbouring Arab countries, and Israel, on cessation of hostilities, was left in possession of more territory than had been allotted it under the UN plan for partition. One of the Middle East wars was erupted on 6 October 1973 between Egyptian and Israeli forces in the Suez Canal area and the Sinai, and between Israeli and Syrian forces on the Golan Heights. In the Israel-Syria sector tension remained high, and from March 1974 the situation became increasingly unstable. Against this background, the United States undertook a diplomatic initiative, which resulted in the conclusion of an Agreement on Disengagement (S/11302/Add.1, annexes I and II) between Israeli and Syrian forces. The Agreement provided for an area of separation and for two equal zones of limited forces and armaments on both sides of the area, and called for the establishment of a United Nations observer force to supervise its implementation. The Agreement was signed on 31 May 1974 and, on the same day, the Security Council adopted [Resolution 350 \(1974\)](#) by which it set up the United Nations Disengagement Observer Force (UNDOF).

Mandate

2. The Security Council in its Resolution 350 (31 May 1974) decided that UNDOF acting under Chapter VI of the UN Charter will have the following mandate:

- (a) To maintain the ceasefire between Israel and Syria;
- (b) To supervise the disengagement of Israeli and Syrian armed forces;
- (c) To supervise the Areas of Separation and Limitation.

3. In order for the initial deployment of the force to be agreed upon between the parties, a considerable amount of compromise and ambiguity had to be included in the mandate. The circumstances surrounding UNDOF have never permitted a detailed, rigid and doctrinaire approach to operations. The limitations of the mandate, the sensitivities of the host nations, and the wide international interest in the Golan Heights demand that every question be dealt with as a separate case. At the same time, a certain degree of consistency is required to maintain credibility with the parties and stability on the Golan. The Agreement on Disengagement between Israeli and Syrian Forces states both sides will refrain from "military actions" against each other. This term has not been specifically defined and UNDOF considers any non-economic activity which could have tactical application as a violation of the Agreement. Final decision on whether a violation will be protested will be taken by the Force Commander based on past practice and the special circumstances of each case.

4. UNDOF is entirely deployed within and close to the area of separation, which is some 80 kilometres long and varies in width between approximately 10 kilometres in the centre to less than one kilometre in the extreme South (see Annex D). The terrain is hilly and is dominated in the North by Mount Hermon. The highest United Nations position is at an altitude of 2,800 metres. The area of separation is inhabited and is policed by the Syrian authorities. No military forces other than UNDOF are permitted within the area of separation.

5. From its various positions and through its patrols, the Force supervises the area of separation and intervenes whenever any military personnel enter or try to operate therein. This is effected by means of permanently manned positions and observation posts, by foot and mobile patrols operating at irregular intervals by day and night on predetermined routes. On each side of the area of separation there is one area of limitation with three zones, one 0 to 10 kilometres, one 10 to 20 kilometres and one 20 to 25 kilometres wide (see Annex E). UNDOF inspects these areas every two weeks in order to ascertain that the agreed limitations in armaments and forces are being observed.

Situation.

6. The overall situation level in the UNDOF Area of Operations (AO) remains calm, with both sides of the Area of Separation at reduced levels. Incident, tension and activity levels remain low, (with the usual exception in area 06A along the Blue Line where tension levels are assessed as medium). In the area of operations, especially in the AOS, mines continued to pose a threat to UNDOF personnel and local inhabitants. Due to the age of the mines and their deteriorating explosives, this threat has in fact increased. UNDOF accomplishes its mission by maintaining continuous surveillance from fixed positions and OPs over the AOS (Annex C), detecting over-flights of the AOS and detecting all types of fire crossing or impacting in the AOS. UNDOF also monitors entry into the AOS to deny access to unauthorized personnel. In addition, patrols in the AOS and AOL, inspections in the AOL, and the deployment of investigation teams and Rapid Reaction Patrols (RRPs), Ready Reaction Groups (RRGs) and Special Task Service (STS), as required, ensure positive control by UNDOF. In consultation with the Syrian authorities, UNDOF instituted a minefield security and maintenance programme in the AOS to identify and mark all minefields. The Force also continues to assist the International Committee of the Red Cross (ICRC) with facilities for mail and the passage of persons through the area of separation and supports the activities of the United Nations Children's Fund to promote mine awareness among the civilian population. Within the means available, medical treatment is provided to the local population on request.

Mission

7. The UNDOF military component with OGG (UNTSO) under Operational Control of FC UNDOF and acting under chapter VI of the Charter of the United Nations will use its best efforts to maintain the ceasefire and to assure that it is scrupulously observed to supervise the Agreement and Protocol with regard to the AOS / AOL.

8. General outline. UNDOF amounting two line Battalions, one logistic battalion, one Military Police (MP) platoon (total current authorized strength is 1047 troops, see Annex B) and integrated OGG (UNTSO) will accomplish its mission by means of static and mobile operations aimed on maintaining continuous surveillance over the AOR in order to prevent any violations from both parties (A/B – side) against the Geneva Agreement.

Military Tasks:

- a. Conduct static and mobile operations in order to maintain ceasefire along all physical or geographical control lines identified by the parties in the cease-fire Agreement and Protocol with regard to the AOS / AOL.
- b. Maintain necessary level of military presence in order to supervise the AOS / AOL with regard to the disengagement of Israeli and Syrian armed forces.
- c. Investigate and report on any alleged cease-fire and disengagement agreements violations in accordance with the protocols determined and agreed with the parties.
- d. In cooperation with OGG (UNTSO) maintain situational awareness of the security situation within the region and submit regular reports in this regard to USG DPKO.
- e. Support the activities of SG appointed regional envoys or special representatives in their development of regional peace initiatives.
- f. Conduct programmes to enforce the Secretary General's policies regarding the education of troops on, and the response to allegations of, sexual exploitation and abuse. All allegations must be promptly investigated and addressed in an even handed manner that reinforces the UN's zero tolerance policy.
- g. Promote and facilitate UN and other international organizations humanitarian activities.
- h. Support UN administrative activities, including the facilitation of UN aircraft clearance within the region.

Rules of Engagement (ROE)

9. The UNDOF ROE is the sole authority for the use of force in the accomplishment of the mandate. The ROE explains attendant policy, principles, responsibilities and definitions. The ROE is to be issued to all military commanders, written in their language as appropriate, and it is the duty of all commanders to ensure every subordinate understands when, how, and what level of force may be used within UNDOF AOR. It is the responsibility of the FC to ensure that all members of the Military component strictly adhere to the ROE and are trained in its application.

Command Arrangements

10. General. UNDOF is an implementing organ of the UN established pursuant to SCR 350 (1974). The command of UNDOF is vested in the Secretary-General (SG) who has delegated overall responsibility for all peacekeeping operations to the Under-Secretary-General for Peacekeeping Operations (USG DPKO). With approval from the Security Council, the SG has appointed a senior military officer as UNDOF Force Commander as the Head of Mission.

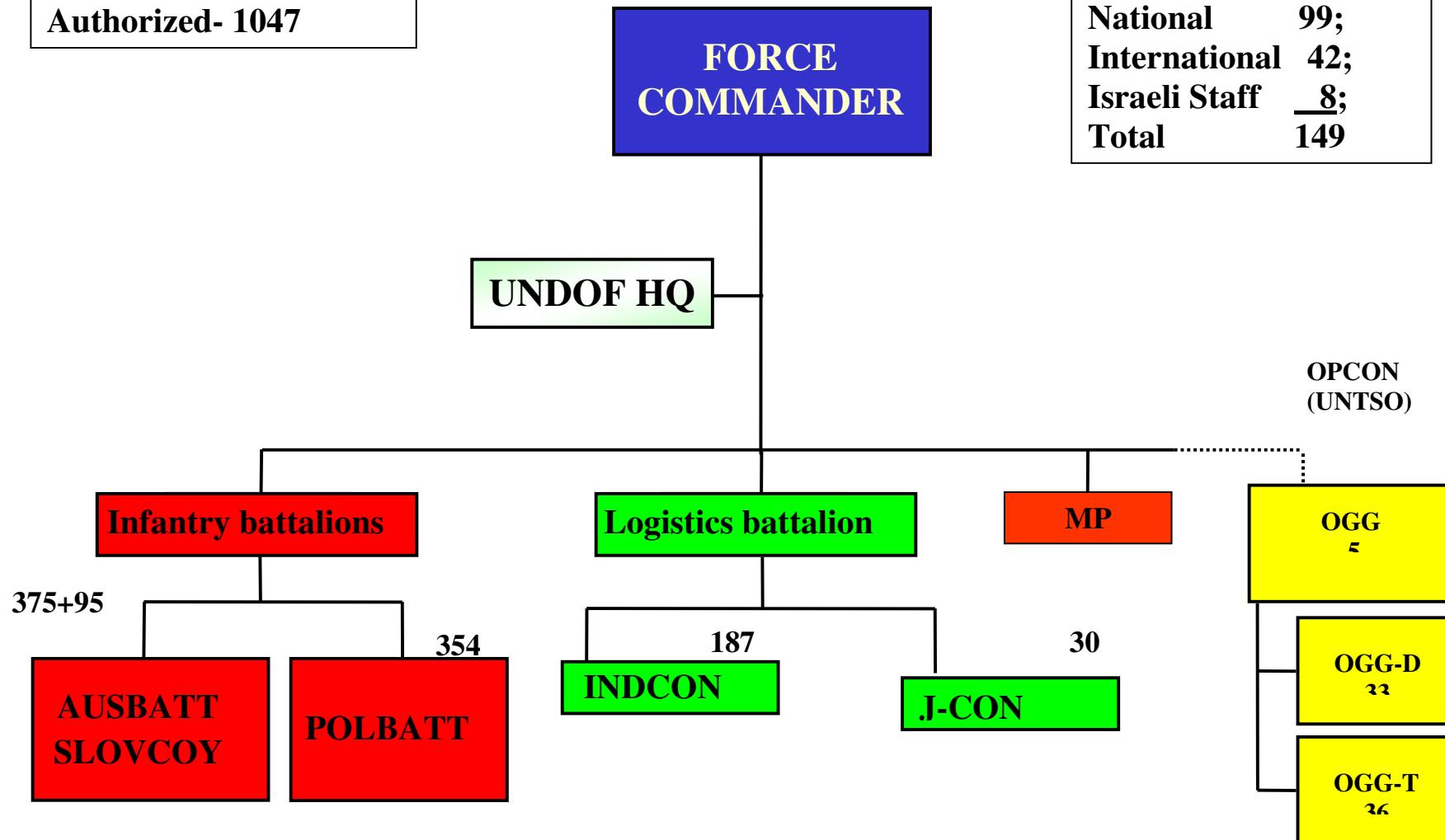
11. The Force Commander is to develop and issue a mission level military operation order (OPORDER) and supporting Standard Operating Procedures (SOP). The Force Commander, as Head of Mission, is to provide regular mission situation reports to the SG through the USG DPKO.

12. Military Command. All military members of UNDOF are assigned under operational control (OPCON) of the UNDOF FC. The FC is to establish and maintain a military chain of command for all military units in the mission, making use Chief of Staff (COS), Battalions/Units Commander(s), Force HQ staff and OGG. The FC may delegate authority to act on his behalf through the chain of command.

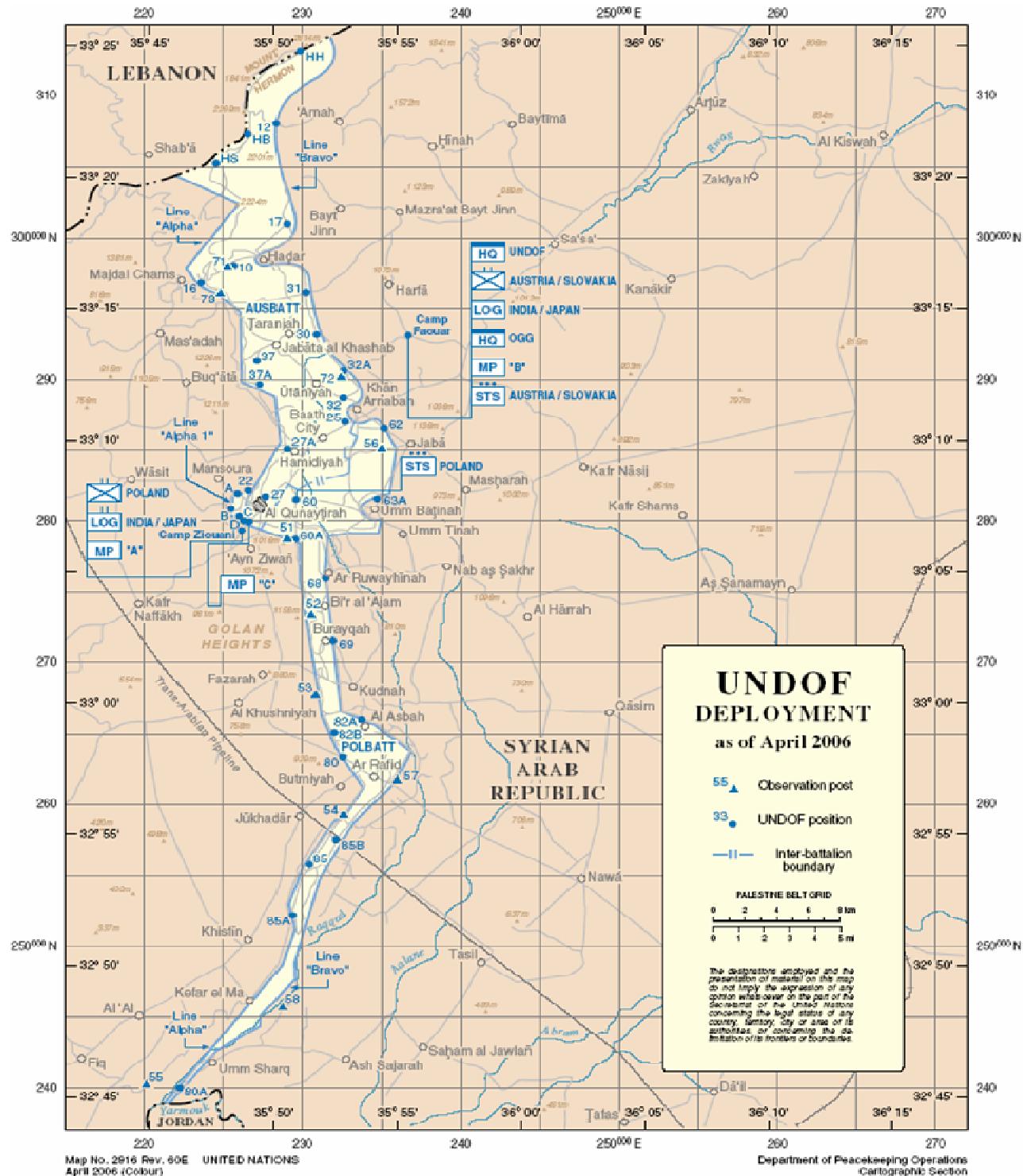
UNDOF ORGANIZATION

Military staff:
Authorized- 1047

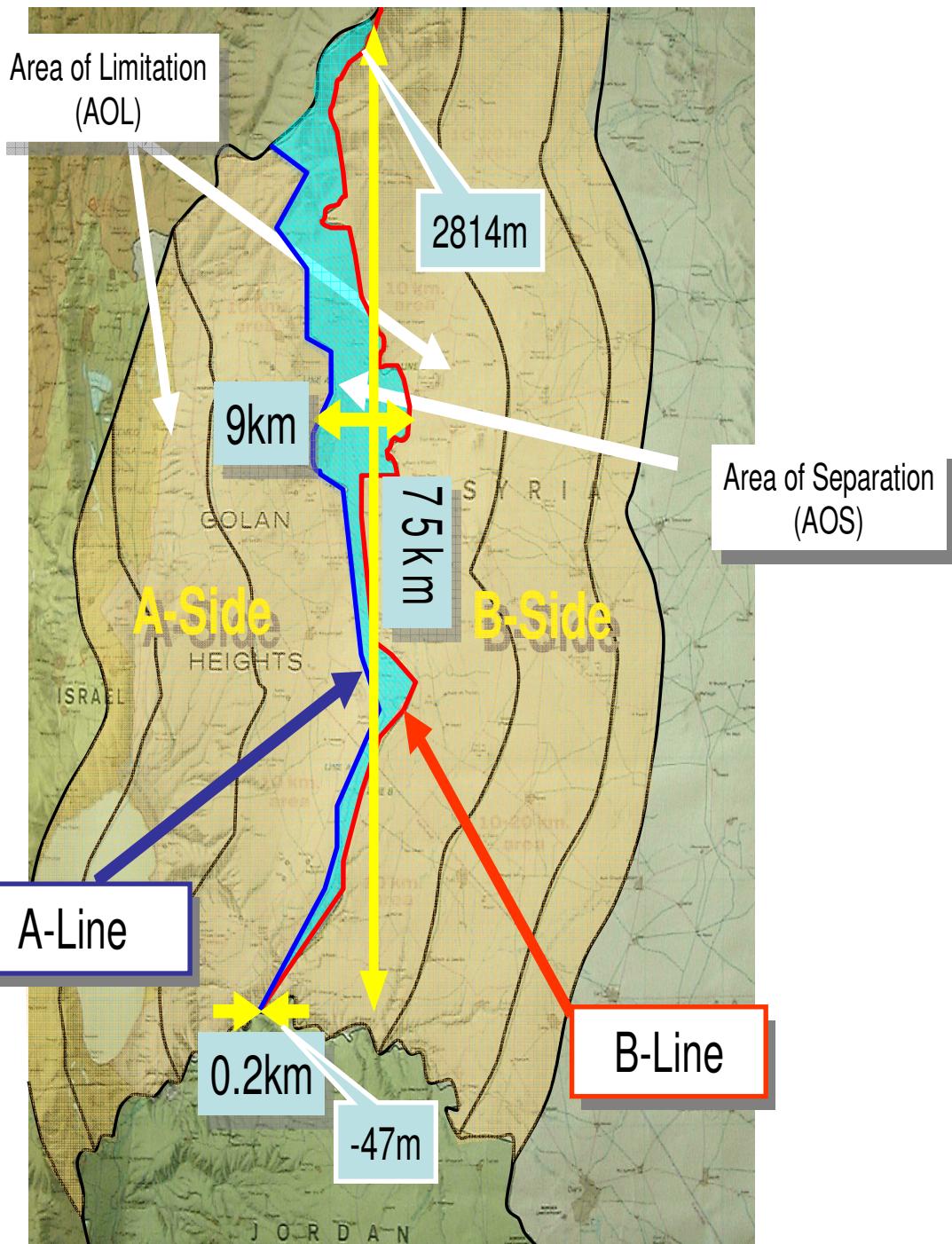
Civilian staff:
National 99;
International 42;
Israeli Staff 8;
Total 149



UNDOF MILITARY DEPLOYMENT (As of April 2006)



UNDOF AREA OF OPERATIONS



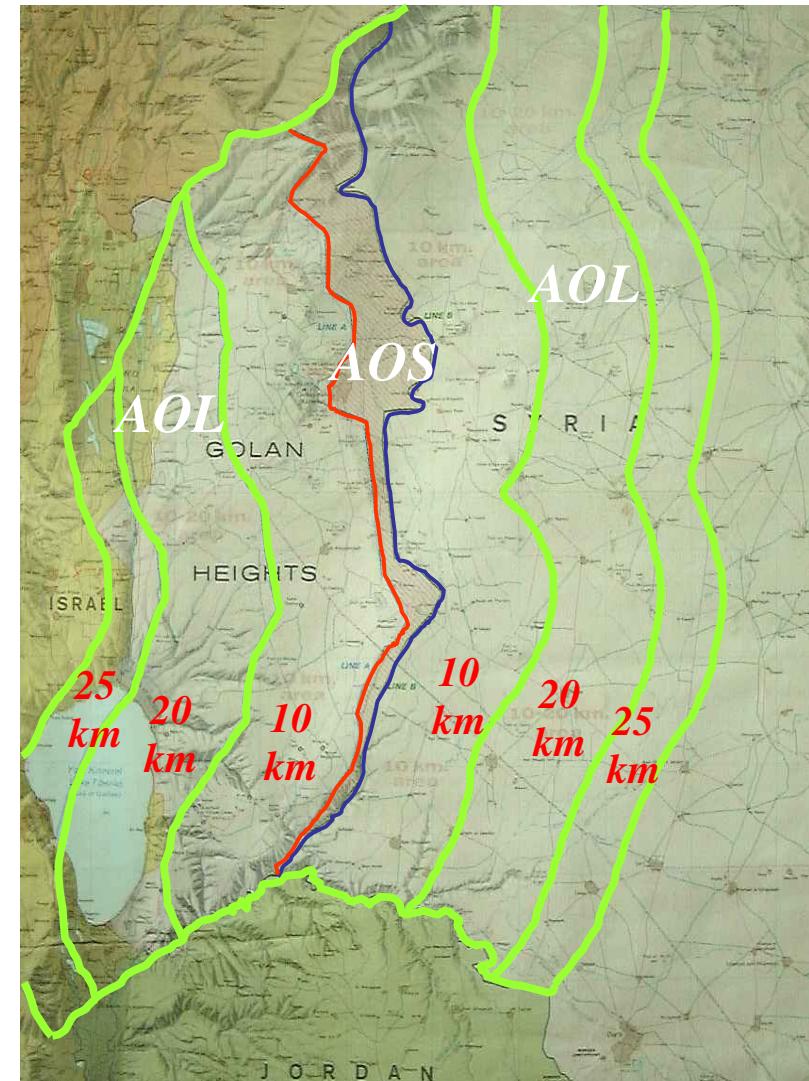
UNDOF AREA OF LIMITATION (AOL)



10 km	6000	75	36
20 km	No limit	450	168
25 km	No limit	No limit	No limit

Missiles: none within 25 km

Artillery: max 122 mm in 10 km zone
max range 20 km in 20 km zone



GUIDELINES FOR TCCs DEPLOYING MILITARY UNITS**Annex F****SOLDIERS' CLOTHING AND EQUIPMENT GUIDE LIST**

Unless marked as "Recommended", all items listed below are the minimum, necessary to ensure that soldiers are operationally effective at the unit and Mission level.

UNIFORM ITEMS	UNIT	Minimum Quantity
Uniform Combat, light weight	EA	2
Shirt, long sleeved	EA	4
Uniform pullover	EA	1
Belt, webbing	EA	1
Undershirt	EA	4
Underpants	EA	4
Hand towel	EA	2
Boots, combat	Pair	2
Boots, rubber	Pair	1
Waterproof outer clothing	Set	1

EQUIPMENT ITEMS	UNIT	Minimum Quantity
Helmet, combat	EA	1
Vest, fragmentation	EA	1
Web Equipment	Full Set	1 ("Marching Order", including Backpack)
Canteen, water	EA	1
Mosquito net and repellent	EA	1
Traveling Bag	EA	1
First Aid Kit	EA	1
Survival Kit (whistle, mirror)	EA	1
Flash Light	EA	1
Hearing protection muffs	Pair	1 (alternate: minimum 6 pairs, ear plugs)
Sleeping bag with two liners	EA	1
Mess tin and drinking mug	Set	1
Dining knife, spoon and fork	Set	1

RECOMMENDED ITEMS	UNIT	Quantity
Sports clothing and equipment		

GLOSSARY OF ABBREVIATION AND ACRONYMS

AFV	Armored Fighting Vehicles
AMET	Aero Medical Evacuation Team
AO	Area of Operations
AOR	Area of Responsibility
APC	Armored Personnel Carrier
CAO	Chief Administrative Officer
CASEVAC	Casualty Evacuation
CIMIC	Civil-Military Coordination
CISS	Chief of Integrated Support Service
CIVPOL	Civilian Police
CMLO	Chief Military Liaison Officer
CMO	Chief Military Observer
COE	Contingent Owned Equipment
COS	Chief of Staff
Coy	Company
CTO	Chief Transport Officer/Compensatory Time-Off
DOA	Director of Administration
DDR	Disarmament, Demobilization & Reintegration
DPKO	Department of Peacekeeping Operations
DSRSG	Deputy SRSG
ELT	Emergency Locating Transmitter
EOD	Explosive Ordnance Disposal
EST	Estimated
EU	European Union
FARP	Forward Area Refueling Point
FC	Force Commander
FGS	Force Generation Service (DPKO)
FHQ	Force Headquarters
FLIR	Forward Looking Infrared Radar
FMU	Formed Military Units
GDP	Gross Domestic Product
GIS	Geographical Information System
GPS	Global Positioning System
HQ	Headquarters
HVAC	Heating, Ventilation & Air Conditioning
IATA	International Air Transport Association
IGAD	Inter Governmental Agency on Development
IMO	International Maritime Organization
ISS	Integrated Support Service
JDB	Joint Defense Board
LOA	Letter of Assist
LSD	Logistics Support Division (OMS/DPKO)
M + Number	Mandate date + number of days
MAC	Mine Action Center
MD	Military Division (DPKO)
MEDEVAC	Medical Evacuation
MIF	Multinational Interim Force
MLO	(United Nations) Military Liaison Officer
MP	Military Police
MOU	Memorandum of Understanding

MOVCON	Movement Control
MPS	Military Planning Service (DPKO)
MS	Member State
MSR	Major Supply Route
NOE	National Owned Equipment
NSE	National Support Element
OMS	Office of Mission Support (DPKO) (formerly FALD - Field Administration and Logistics Division)
OPCON	Operational Control
PDSRSG	Principal Deputy Special Representative of the Secretary-General
PKO	Peacekeeping Operations
POD	Port of Departure
POL	Petroleum, Oil and Lubricant
QRF	Quick Reactionary Force
ROE	Rules of Engagement
SAR	Search and Rescue
SCO	Senior Co-ordination Officer
SGTM	Standardized Generic Training Module
SHIRBRIG	Stand-by High Readiness Brigade
SOFA	Status of Forces Agreement
SRSG	Special Representative of the Secretary-General
TACOM	Tactical Command
TCC	Troop Contributing Country
TOE	Table of Organization and Equipment
UN	United Nations
UNDOF	United Nations Disengagement Observer Force
UNDP	United Nations Development Programme
UNMO	United Nations Military Observer
UNOE	United Nations Owned Equipment
WFP	World Food Programme
WHO	World Health Organization

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 United Nations Charter 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 to 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 world 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;
- 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; and
- 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 which 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; or Attempt to use our positions for personal advantage, to make false claims or accept benefits to which we are not entitled.

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.

Članak 3.

Provedba ovoga Zakona u djelokrugu je središnjeg tijela državne uprave nadležnog za poslove obrane.

Članak 4.

Na dan stupanja na snagu ovoga Zakona, Memorandum iz članka 1. ovoga Zakona nije na snazi već se privremeno primjenjuje od 14. svibnja 2008. godine te će se podaci o njegovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Članak 5.

Ovaj Zakon stupa na snagu osmoga dana od dana objave u Narodnim novinama.

OBRAZLOŽENJE

Člankom 1. Konačnog prijedloga Zakona utvrđuje se da Hrvatski sabor potvrđuje Memorandum o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF), u skladu s odredbom članka 139. stavka 1. Ustava Republike Hrvatske i članka 18. Zakona o sklapanju i izvršavanju međunarodnih ugovora, čime se iskazuje formalni pristanak Republike Hrvatske da bude vezana njegovim odredbama, a na temelju čega će taj pristanak biti izražen i na međunarodnoj razini.

Članak 2. sadrži tekst Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF) u izvorniku na engleskom jeziku i u prijevodu na hrvatski jezik.

Člankom 3. utvrđuje se da je provedba Zakona u djelokrugu središnjeg tijela državne uprave nadležnog za poslove obrane.

Člankom 4. utvrđuje se da na dan stupanja na snagu Zakona, Memorandum iz članka 1. Zakona nije na snazi, već se privremeno primjenjuje od 14. svibnja 2008. godine, te će se podaci o njegovom stupanju na snagu objaviti sukladno odredbi članka 30. stavka 3. Zakona o sklapanju i izvršavanju međunarodnih ugovora.

Člankom 5. uređuje se stupanje na snagu Zakona.

MEMORANDUM OF UNDERSTANDING

Between

**THE GOVERNMENT OF THE REPUBLIC OF CROATIA
AND THE UNITED NATIONS**

Contributing

**RESOURCES TO THE UNITED NATIONS DISENGAGEMENT OBSERVER FORCE
(UNDOF)**

Whereas, The United Nations Disengagement Observer Force (UNDOF) was established pursuant to the United Nations Security Council resolution 350 (1974) dated 31 May 1974,

Whereas, at the request of the United Nations, the Government of the Republic of Croatia (hereinafter referred to as the Government) has agreed to contribute personnel, equipment, and services for an Infantry contingent to assist UNDOF to carry out its mandate,

Whereas, the Government and the United Nations wish to establish the terms and conditions of the contribution,

Now therefore, the Government and the United Nations (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 "MOU") between the Parties for the provision of personnel, equipment and services in support of UNDOF.

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 provided by the Government.
(No major equipment provided by Croatia, hence this Annex is left intentionally blank)
- Annex C: Self-sustainment provided by the Government
- 1 - Requirements and reimbursement rates
 - 2 - General conditions for self-sustainment
 - 3 - Verification and control procedures
 - 4 - Transportation
 - 5 - Mission related usage factors
 - 6 - Loss and damage
- Appendix 1 to Annex C – Self-Sustainment services - distribution of responsibilities
- Annex D: Principles of verification and performance standards for major equipment provided under the wet/dry lease arrangements
(No major equipment provided by Croatia, hence this Annex is left intentionally blank)
- Annex E: Principles of verification and performance standards for self-sustainment provided under self-sustainment
- Annex F: Definitions
- Annex G: Guidelines (Aide-Mémoire) for Troop Contributors
- Annex H: United Nations standards of conduct: We are United Nations Peacekeeping Personnel

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 UNDOF 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 (Aide-Mémoire) for Troop-Contributors.

Article 5

Contribution of the Government

5.1 The Government shall contribute to UNDOF the personnel listed at 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 UNDOF 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 deployment of such equipment to UNDOF. 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 UNDOF 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 UNDOF. 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.

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 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 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 troop costs will continue at full rates until departure of 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 contingent 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.

Article 7 bis

United Nations standards of conduct

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 H to the present memorandum of understanding.

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 UNDOF. 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 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.

Article 7 quaterInvestigations

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, and the evidence gathered in the course of, the 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 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 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 Government's national contingent.

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 in liaising with other Governments contributing personnel in support of UNDOF, 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's competent authorities.

7.18 In cases where National Investigations Officers are dispatched to the mission areas, they would 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, e.g. 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 logistical support to the National Investigations Officers while they are in the mission area or host country. The Secretary-General will provide, in 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 Peacekeeping Operations, 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 quinquiens

Exercise of jurisdiction by the Government

7.22 Military members and any civilian members subject to national military 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 UNDOF. 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 UNDOF 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 3 (b), 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
- (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 contingent 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 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 8

Specific conditions

8.1 Environmental Condition Factor: 0.0%

8.2 Intensity of Operations Factor: 0.0%

8.3 Hostile Action/Forced Abandonment Factor: 0.0%

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 2,248 kilometres (1,214 nautical miles). The factor is set at 0.25% 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 troop and equipment:

Troop:

Airport/Port of Entry/Exit (in the troop-contributing country):	Zagreb, Croatia
Airport/Port of Entry/Exit (in the area of operations):	Damascus, Syria

Note: The personnel may be returned to another location designated 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 personnel from a different port of exit this port shall become the agreed port of entry for these Personnel.

Equipment:

Originating Location:	Zagreb, Croatia
Seaport of Embarkation/Disembarkation:	Split, Croatia
Port of Embarkation/Disembarkation (at destination)	Haifa, Israel

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 UNDOF 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:

- (a) First level: The Director of Mission Support (DMS)/Chief of Mission Support (CMS), in consultation with the Force Commander (FC) and the Contingent Commander will attempt to reach a negotiated settlement of the dispute; and
- (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 Peacekeeping Operations, or his 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. This MOU is provisionally applied from 14 May 2008 and shall enter into force on the date of receipt by the United Nations of the written notification by which the Government notifies of the completion of the international procedures foreseen by the legislation of the Republic of Croatia for its entry into force. The financial obligations of the United Nations with respect to reimbursement of personnel start from the date of arrival of personnel in the mission area, and will remain in effect until the date personnel 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.

Article 15

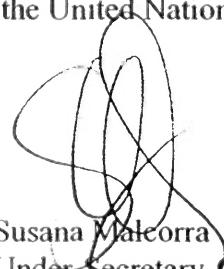
Termination

15. The modalities for termination shall be as agreed to by the Parties following consultations between the Parties.

IN WITNESS WHEREOF, the Government of the Republic of Croatia and the United Nations have signed this Memorandum of Understanding.

Signed in New York, on 7 December 2009 in two originals in the English language.

For the United Nations



Susana Malcorra
Under-Secretary-General
for Field Support
United Nations

For the Government of the
Republic of Croatia



Ranko Vilovic
Permanent Representative of the
Republic of Croatia
to the United Nations

**Personnel Provided by the Government
UNDOF – Infantry Contingent – Croatia**

1 – Requirements

1. The Government agrees to provide the following personnel:

For the period starting 14 May 2008

UNIT/SUB UNIT	QTY	REMARK
UNDOF HQ Staff Officers (fixed strength)	1	Fixed number of FHQ Staff Officers posts reserved for Croatia designated for MSA. See notes 1 and 2
UNDOF HQ Support	14	Fixed number of support posts (non-MSA posts) reserved for Croatia. See note 3
Infantry Contingent	80	Fixed number of posts authorized for the contingent
Total	95	

UNDOF HQ Staff Officers (shared strength)	0	FHQ Staff Officers on posts with shared incumbency with other troop-contributor(s) on a rotational basis. These posts are designated for MSA. See notes 1 and 4
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Note 1: On 1 July 2007 a new policy took effect by which personnel serving in designated posts at UNDOF HQ would be receiving Mission Subsistence Allowance (MSA) and that Government would not receive Troop Cost payment for those same posts. This policy was implemented on with effect on 1 September 2007 in UNDOF.

Note 2: A number of Staff Officers of all ranks and qualifications as agreed between the TC and DPKO. This represents a fixed number of posts reserved for Croatia. These posts are designated for Mission Subsistence Allowance (MSA). Troop cost is not reimbursable to the Government for those posts.

Note 3: A number of military personnel of all ranks and qualifications as agreed between the TC and the DPKO. This represents a fixed number of posts reserved for Croatia. The incumbents of those posts are not eligible for Mission Subsistence Allowance (MSA). Troop Cost is reimbursable to the Government for those posts.

Note 4: A number of Staff Officers of all ranks and qualifications as agreed between the TC and DPKO. These posts are designated for shared incumbency with other troop-contributor(s) on a rotational basis. The personnel strength indicated herein is the maximum number authorized when Croatia is assigned its potential full number of shared posts. The actual number of personnel deployed may vary from period to period and the total strength may be less than the maximum authorized. The exact number of staff officer posts will be communicated, after informal discussions and agreement, through official correspondence by the Office of Military

Affairs/DPKO to the Government, on a periodic basis. These posts are designated for Mission Subsistence Allowance-(MSA). Troop cost is not reimbursable to the Government for those posts.

Note 5: The Government may provide additional personnel as a National Command Element (NCE) or National Support Element (NSE) at its own expense. There will be no payment for troop costs, rotation or self-sustainment and no other financial liability for the United Nations for NSE personnel.

2 - Reimbursement

2. The Government will be reimbursed as follows:
 - a. Troop costs at the rate of \$1,028 per month per contingent member;
 - b. Personal clothing, gear, and equipment allowance at the rate of \$68 per month per contingent member. The recommended soldier's kit requirement is listed at Appendix 1;
 - c. Personal weaponry and training ammunition at the rate of \$5 per month per contingent member; and
 - d. An allowance for specialists at the rate of \$303 per month for 10% of the personnel strength of the contingent.
3. 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 7 days of leave taken during each six-month period.

3 - General conditions for personnel

4. The Government shall ensure that the personnel it provides meets the standards established by the United Nations for service with UNDOF, *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
5. During the period of their assignment to UNDOF, the Government shall be responsible for payment of whatever emoluments, allowances and benefits may be due to its personnel under national arrangements.
6. 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 (D&D) incidents will be handled in accordance with General Assembly resolution 52/177 of 18 December 1997.

- 7. 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 UNDOF, 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, enjoy the legal status of members of the UNDOF. 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.
8. 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.
9. Civilian personnel provided by the Government who are serving as part of a formed body of troops shall be assimilated with military members of formed bodies of troops for the purpose of this MOU.
10. The general administrative and financial arrangements applicable to the provision of military and other personnel shall be those set forth in the Guidelines for troop-contributors at Annex G.

APPENDIX 1 TO ANNEX A

SOLDIER'S KIT - MISSION SPECIFIC REQUIREMENT

1. In order to ensure that units are operational, the following list of required items have been identified as the minimum recommended operational kit:

UNIFORM ITEMS		Minimum Quantity
Uniform Combat, light weight		2
Shirt, long sleeved		4
Uniform pullover		1
Belt, webbing		1
Load Bearing Equipment/Vest	Full Set	1
Pocket Handkerchief		6
Undershirt		4
Underpants		4
Hand towel		2
Boots, combat	Pair	2
Socks (Summer and Winter)	Pair	4
Boots, rubber	Pair	1
Waterproof outer clothing	Set	1

EQUIPMENT ITEMS		Minimum Quantity
Helmet, combat		1
Vest, fragmentation		1
Backpack		1
Canteen, water		1
Tooth Brush		1
Mosquito net and repellent		1
Travelling Bag		1
Compass		1
First Aid Kit		1
Survival Kit (whistle, mirror)		1
Flash Light		1
Hearing protection muffs	Pair	1 (alternate: minimum 6 pairs, ear plugs)
Sleeping bag with two liners		1
Mess tin and drinking mug	Set	1
Dining knife, spoon and fork	Set	1

RECOMMENDED ITEMS		Quantity
Sports clothing and equipment		

Annex B

Major Equipment Provided by the Government

UNDOF – Infantry Contingent – Croatia

1 – Requirement

Method of reimbursement: Wet Lease

No Major Equipment as defined in the Contingent Owned Equipment Manual is being deployed by the Government. Therefore this Annex is left blank intentionally.

Self-Sustainment
UNDOF - Infantry Contingent - Croatia

1 - Requirement

For the Period 14 May 2008 - 30 June 2008

Factors	- Environmental : 00.00 % - Intensified Operational : 00.00 % - Hostility / Forced Abandonment: 00.00 %	Monthly Rate USS Excl. Factors	Monthly Rate USS Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including Factors
Category					
Category	- General	26.33	26.33	0	0.00
Communication	- HF - Telephone - VHF/UHF - FM	16.95 14.07 48.48	16.95 14.07 48.48	0 0 0	0.00 0.00 0.00
Office	- General	22.72	22.72	0	0.00
Electrical	- General	27.85	27.85	0	0.00
Mine Engineering	- General	15.95	15.95	0	0.00
Explosive Ordnance disposal	- General	7.27	7.27	0	0.00
Laundry & Cleaning	- General	22.05	22.05	0	0.00
Tentage	- General	22.60	22.60	0	0.00
Accommodation	- General	38.52	38.52	0	0.00
Medical	- Basic - Blood and Blood Products - Dental only - High-Risk Areas (Epidemiological) - Laboratory only - Level 1 - Level 2 & 3 Combined(Incl. Dental & Lab) - Level 2 (Incl. Dental and Lab) - Level 3 (Incl. Dental and Lab)	2.00 2.20 2.50 8.70 4.50 13.23 35.44 20.63 25.13	2.00 2.20 2.50 8.70 4.50 13.23 35.44 20.63 25.13	0 0 0 0 0 0 0 0 0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Observation	- General - Night Observation - Positioning	1.07 23.95 5.45	1.07 23.95 5.45	0 0 0	0.00 0.00 0.00
Identification	- General	1.06	1.06	0	0.00
NBC Protection	- General	25.59	25.59	0	0.00
Field Defence Stores	- General	33.62	33.62	0	0.00
Miscellaneous General Stores	- Bedding - Furniture - Welfare	15.13 22.03 6.01	15.13 22.03 6.01	0 0 94	0.00 0.00 564.94
Unique Equipment / Service	- General	0.00	0.00	0	0.00

Total US\$: 564.94

Self-Sustainment**UNDOF - Infantry Contingent - Croatia****1 - Requirement**

For the Period Starting 01 July 2008

Factors :	- Environmental :	00.00 %				
	- Intensified Operational :	00.00 %				
	- Hostility / Forced Abandonment:	00.00 %				
Category			Monthly Rate USS Excl. Factors	Monthly Rate USS Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including Factors
Catering	- General		27.13	27.13	0	0.00
Communication	- HF		17.82	17.82	0	0.00
	- Telephone		14.30	14.30	0	0.00
	- VHF/UHF - FM		49.39	49.39	0	0.00
Office	- General		23.33	23.33	0	0.00
Electrical	- General		28.05	28.05	0	0.00
Minor Engineering	- General		16.49	16.49	0	0.00
Explosive Ordnance disposal	- General		7.52	7.52	0	0.00
Laundry & Cleaning	- General		22.51	22.51	0	0.00
Tentage	- General		23.58	23.58	0	0.00
Accommodation	- General		38.47	38.47	0	0.00
Firefighting	- Basic firefighting		0.16	0.16	0	0.00
	- Fire detection and alarm		0.13	0.13	0	0.00
Medical	- Basic		2.04	2.04	0	0.00
	- Blood and Blood Products		2.24	2.24	0	0.00
	- Dental only		2.51	2.51	0	0.00
	- High-Risk Areas (Epidemiological)		8.81	8.81	0	0.00
	- Laboratory only		4.51	4.51	0	0.00
	- Level 1		14.03	14.03	0	0.00
	- Level 2 & 3 Combined(Incl. Dental & Lab)		35.36	35.36	0	0.00
	- Level 2 (Incl. Dental and Lab)		20.77	20.77	0	0.00
	- Level 3 (Incl. Dental and Lab)		25.19	25.19	0	0.00
Observation	- General		1.15	1.15	0	0.00
	- Night Observation		24.58	24.58	0	0.00
	- Positioning		5.78	5.78	0	0.00
Identification	- General		1.09	1.09	0	0.00
NBC Protection	- General		26.24	26.24	0	0.00
Field Defence Stores	- General		33.65	33.65	0	0.00
Miscellaneous General Stores	- Bedding		16.79	16.79	0	0.00
	- Furniture		22.58	22.58	0	0.00
	- Internet access		2.76	2.76	94	259.44
	- Welfare		6.31	6.31	94	593.14
Unique Equipment / Service	- General		0.00	0.00	0	0.00

Total US\$: 852.58

Self-Sustainment
UNDOF - Infantry Contingent - Croatia

1 - Requirement

For the Period Starting 01 July 2008

Factors :	- Environmental : 00.00 %
	- Intensified Operational : 00.00 %
	- Hostility / Forced Abandonment: 00.00 %

Category	Monthly Rate USS Excl. Factors	Monthly Rate USS Incl. Factors	Personnel Strength Ceiling	Total Monthly Reimbursement Including Factors

Notes:

1. Rates increase effective 1 July 2008 as per 2008 COE Working Group A/C.5/62/26.
2. Addition of 2008 COE Working Group created SS category "Misc General Stores - Internet" effective 1 July 2008.
3. Welfare and Internet: only for Infantry Contingent and UNDOF HQ support personnel. FHQ Staff Officers are in receipt of MSA and therefore not reimbursable.

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 strength until all unit personnel have departed the mission area.

3 - Verification and control procedures

3. The United Nations is responsible, in coordination with the unit or other delegated authority designated by the troop-contributor, to ensure that the equipment provided by the Government meets the requirements of the UNDOF and is provided in accordance with Annex C of this 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 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/operational) 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 comprised the following 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 unit 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 unit 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 or the United Nations Headquarters, such as standard operational reporting, may be implemented.

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 increment included in the rates listed in Annex C. No other transportation cost is eligible for reimbursement for transportation of self-sustainment items.

5 - Mission related usage factors

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

6 - Loss or 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 TO ANNEX C1

SELF-SUSTAINMENT SERVICES DISTRIBUTION OF RESPONSIBILITIES:

For the Period 14 May 2008 -30 June 2008

Country:	Croatia	Remarks
Unit:	Infantry Contingent	
Contingent Personnel	80	
UNDOF HQ Support Personnel	14	
FHQ Staff Officer	1	Staff Officer post with MSA
Categories:		
Catering	UN	
Communication		
- VHF/UHF-FM	UN	
- HF	UN	
- Telephone	UN	
Office	UN	
Electrical	UN	
Minor Engineering	UN	
Explosive Ordnance Disposal	UN	
Laundry & Cleaning	UN	
Tentage	Not Applicable	
Accommodation	UN	
Firefighting		
- Basic Firefighting	UN	
- Fire Detection and Alarm	UN	
Medical		
- Basic	AUSTRIA	
- Level 1	AUSTRIA	
- Level 2 (including Dental & Lab)	UN	
- Level 3 (including Dental & Lab)	UN	
- Level 2 and 3 combined (incl. Dental & Lab)	Not Applicable	
- High Risk Areas (Epidemiological)	Not Applicable	
- Laboratory only	Not Applicable	
- Dental only	Not Applicable	
- Blood & Blood Products	UN	
Observation		
- General	UN	
- Night Observation	Not Required	
- Positioning	Not Required	
Identification	Not Required	
NBC Protection	Not Required	
Field Defence Stores	UN	
Miscellaneous General Stores		
- Bedding	UN	
- Furniture	UN	
- Welfare	CROATIA	
Unique Equipment	Not Applicable	

APPENDIX 1 TO ANNEX C2

SELF-SUSTAINMENT SERVICES DISTRIBUTION OF RESPONSIBILITIES:-

For the Period Starting 1 July 2008

Country:	Croatia	Remarks
Unit:	Infantry Contingent	
Contingent Personnel	80	
UNDOF HQ Support Personnel	14	
FHQ Staff Officer	1	Staff Officer post with MSA
Categories:		
Catering	UN	
Communication		
- VHF/UHF-FM	UN	
- HF	UN	
- Telephone	UN	
Office	UN	
Electrical	UN	
Minor Engineering	UN	
Explosive Ordnance Disposal	UN	
Laundry & Cleaning	UN	
Tentage	Not Applicable	
Accommodation	UN	
Firefighting		
- Basic Firefighting	UN	
- Fire Detection and Alarm	UN	
Medical		
- Basic	AUSTRIA	
- Level 1	AUSTRIA	
- Level 2 (including Dental & Lab)	UN	
- Level 3 (including Dental & Lab)	UN	
- Level 2 and 3 combined (incl. Dental & Lab)	Not Applicable	
- High Risk Areas (Epidemiological)	Not Applicable	
- Laboratory only	Not Applicable	
- Dental only	Not Applicable	
- Blood & Blood Products	UN	
Observation		
- General	UN	
- Night Observation	Not Required	
- Positioning	Not Required	
Identification	Not Required	
NBC Protection	Not Required	
Field Defence Stores	UN	
Miscellaneous General Stores		
- Bedding	UN	
- Furniture	UN	
- Internet	CROATIA	
- Welfare	CROATIA	
Unique Equipment	Not Applicable	Welfare and Internet: only for Infantry Contingent and UNDOF HQ support personnel. FHQ Staff Officers are in receipt of MSA and therefore not reimbursable.

APPENDIX 2 TO ANNEXES C1 and C2

List of items provided by TCC/PCC under Self-Sustainment sub-categories "welfare" and "internet access"

Country: CROATIA

Welfare

Welfare stores should be available to all contingent troops, in Headquarters, and detached units/sub-units.
Welfare stores should include, but are not limited to, the following items:

Equipment	Item	Quantity	Remarks
Audio/visual entertainment equipment	DVD	13	
	VCR	10	
	Television	19	
	Computer and computer games	N/A	
Fitness equipment	Free weights	1000 Kgs	Distributed amount positions
	Exercise machines	25	
Team sports equipment	Soccer	4	Table soccer
	Football	N/A	
	Basketball	4	
Individual sports equipment	Tennis	4	
	Table tennis	2	
	Badminton	6	
	Handball	N/A	
Library	Books	20	
	Periodicals		
	Board games	N/A	
Other Equipment (pertinent to contingent's culture)	Playstation "2"	N/A	
	Home theatre	N/A	

Internet Access

Equipment	Item	Quantity	Remarks
Internet access equipment			
Computers		4	3 desktops + 1 laptop
Peripherals	Webcams	N/A	
	Microphones	N/A	
	Scanners/printers	7	5 printers + 2 scanners
Appropriate levels of maintenance (spare parts and bandwidth for the equipment mentioned above)			
		N/A	

COE Verification Teams will follow the principles of reasonability and flexibility in accessing TCC/PCC's compliance with the standards for 'welfare' and 'internet access' sub-categories.

Annex D

**PRINCIPLES OF VERIFICATION AND PERFORMANCE STANDARDS FOR
MAJOR EQUIPMENT PROVIDED UNDER THE WET/DRY LEASE
ARRANGEMENTS**

No Major Equipment as defined in the Contingent Owned Equipment Manual is being deployed by the Government. Therefore this Annex is left blank intentionally.

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 contingents 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 contingent may be self-sufficient in various categories, depending to the ability of the United Nations to provide the necessary support and the contingents own capabilities. The modular concept of self-sustainment is based on the principle that troop/police contributors cannot only 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 of the COE Manual. 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 contingents to adhere to the commitments made in their respective MOU to provide the agreed operational capability. Discussions between the United Nations and troop/police contributors will result in an agreement on the capabilities to be provided by the United Nations and the contingent being deployed. 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.

4. Only those services specifically agreed upon in the MOU to be provided by troop/police contributors will be reimbursable, at the rates listed in chapter 8 of the COE Manual, 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 contingent.

5. To be eligible for reimbursement for any self-sustainment category or subcategory, a contingent 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 contingent obtain self-sustainment services from another contingent, 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.

6. Troop/police contributors are to take note that, in order not to disrupt the operational effectiveness of a mission, it may take up to 90 days 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 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 contributors 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.

7. Where a contingent is employing major equipment for self-sustainment support, the applicable troop/police contributor is not entitled to major equipment reimbursement, but only to the applicable self-sustainment reimbursement. There may be instances where a troop/police contributor provides services such as communications and engineering on a force level, in which case there may be an entitlement to reimbursement for major equipment whereas the same items at the unit level would be considered as minor equipment and incorporated into the overall self-sufficiency cost base and self-sustainment reimbursement. These instances will be negotiated and indicated in annexes B and C to the MOU where applicable.

8. Troop/police contributors are responsible for transportation related to re-supply of contingents for consumables and minor equipment necessary for the provision of self-sustainment. The rates approved for self-sustainment include a generic premium of up to 2 per cent to compensate for the cost of transportation of self-sustainment resupply. Troop/police contributors are not eligible to additional reimbursement for the transportation of self-sustainment items.

Standards

9. The inspection team is responsible to verify 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

10. To receive the catering self-sustainment reimbursement rate the contingent must be able to feed its troops/police 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.

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

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

12. 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. 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

13. The telephone is the preferred means of communication for the contingent; 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 contingent located in the main base camp. The requirements 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 communication's subcategories are defined below, in order of usage preference. To receive the communications self-sustainment reimbursement rate, the contingent must meet the following criteria:

- a) **Telephone.** The contingent will utilize the telephone as its primary means of internal communications within the main base camp. The contingent 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 simplest level (i.e., two-wire trunk or better). This would then allow the contingent 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 contingent at other locations that are served by authorized contingent-provided telephone services. To receive the self-sustainment reimbursement rate, the contingent 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 contingent 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 contingent 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 contingent. To receive the self-sustainment reimbursement rate, the contingent will:
 - i. Maintain one command-and-control net down to the sub-unit (section/squad) level;
 - ii. Maintain one administration 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 contingent 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 national 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 contingent operating within the areas of operations beyond the 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. To receive the self-sustainment reimbursement rate, the contingent will:

- i. Communicate with sub-units and sub-elements of the contingent 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

14. To receive the office self-sustainment reimbursement rate, the contingent 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.

15. The unit is responsible for maintaining and servicing its offices, including all equipment, repair parts and supplies.

16. The rate is to be applied against the total contingent population.

17. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

Electrical

18. To receive the electrical self-sustainment reimbursement rate the contingent 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.

19. This is not the primary electrical power supply for larger units, which is covered under the major equipment rate.

20. The United Nations could provide this capability as a complete self-contained function subject to the agreed overarching principles stated above.

Minor engineering

21. To receive the minor engineering self-sustainment reimbursement rate the contingent 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;
- e) Provide all related workshop equipment, construction tools and supplies.

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

Explosive ordnance disposal

22. To receive the EOD self-sustainment reimbursement rate the contingent must have the capability for EOD to secure the unit's accommodation area. The contingent must have the ability to:

- 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.

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

23. 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 will be determined on a case-by-case basis.

24. 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 country performing the EOD support should receive EOD sustainment reimbursement, including the population of the supported contingent.

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

Laundry and cleaning

26. To receive the laundry and cleaning self-sustainment reimbursement rate the contingent must:

- a) Provide laundry for all military/police and personal clothing, including dry-cleaning of operationally required specialist clothing and cleaning facilities for all contingent personnel;
- b) Ensure all laundry and cleaning facilities have hygienic equipment that enables a clean and healthy environment to be maintained, i.e., cleaning of accommodation and office areas;
- c) Provide all related equipment, maintenance and supplies.

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

Tentage

28. To receive the tentage self-sustainment reimbursement rate the contingent must have the ability to (read in conjunction with the Guidelines to Troop-Contributing Countries):

- 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.

29. 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 the contingent deploying that this capability is not required, the troop/police contributor will not receive reimbursement for this category. Contingents 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 contingent will continue to decide if it is to provide its own tentage capability, and be reimbursed accordingly. If a contingent is accommodated in hardwall 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.

30. When the United Nations is unable to provide permanent, semi-rigid, or rigid accommodation for a contingent 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 under the accommodation rate. The Secretariat may request a temporary waiver of the application of this dual payment principle for these short-duration missions where the provision of hard accommodation is demonstrably and clearly impractical and not cost-effective.

Accommodation

31. To receive the accommodation self-sustainment reimbursement rate the troop/police contributor must (read in conjunction with the Guidelines to Troop-Contributing Countries):

- a) Purchase or construct a permanent rigid structure to accommodate the contingent's personnel. This structure is fixed with heating, lighting, flooring, sanitation, and running water. The rate is based on a standard of nine square metres per person;
- b) Provide heaters and/or air conditioners for the accommodation as required by the local climatic conditions;
- c) Provide furniture for eating facilities where necessary.
- d) Provide offices / workspaces in permanent rigid structures.

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

33. Warehouses and equipment storage are not included in the accommodation self-sustainment reimbursement rate. This will be handled either through the semi-rigid and rigid structures reimbursed as major equipment or on a bilateral special case arrangement between the troop/police contributor and the United Nations.

34. When the United Nations is unable to provide accommodation to an equivalent standard and the contingent 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 Fire Fighting Capability

35. To receive the 'Basic Fire Fighting' Self-Sustainment rate the contingent must:

- a) Provide sufficient basic fire fighting 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

36. To receive the 'Fire Detection and Alarm' Self-Sustainment rate the contingent 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".

Medical

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

- a) Medical equipment: Accountable major equipment (identified by # in Appendices 2.1, 3.1, 4.1, 5 to 8) for the provision of medical support in United Nations medical facilities;
- b) Drugs: Drugs produced according to World Health Organization standards and consumed in the provision of medical support in United Nations medical facilities;
- c) Medical supplies: Expendable supplies and minor equipment (identified by @) in Appendices 2.1, 3.1, 4.1, 5 to 8) consumed in the provision of medical support in United Nations medical facilities;
- d) Medical Self-Sustainment: The supply and re-supply of drugs and medical supplies for the provision of medical support in United Nations medical facilities;

e) High-risk mission: A mission with 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 to medical care through United Nations mission medical facilities, the following personnel are considered part of a United Nations mission:

- i. UN-formed military police and UN-formed police units;
- ii. UN military and UN police personnel not members of formed units;
- iii. UN international civilian staff;
- iv. UN Volunteers;
- v. Locally-employed UN staff, where applicable.

38. When troop/police contributors are deployed on United Nations peacekeeping operations and they provide semi-rigid or rigid structures for a Level 2 and/or 3 medical facilities, these areas are reimbursed separately as Major Equipment, i.e. containers and camp units. If the TC/PC builds permanent structures, the United Nations will reimburse the TC/PC under Major Equipment. Chapter 8, Annex A, Accommodation Equipment, Rigid Structures, Camp Unit (medium and large for Levels 2 and 3 medical facilities, respectively) refers.

39. In the interim, reimbursement for rigid and semi-rigid structures is to be based on Major Equipment in accordance with Chapter 8, Annex A, Accommodation Equipment, Rigid Structures, and Semi-Rigid Structures, Camp Unit (medium and large for Levels 2 and 3 medical facilities, respectively. The Secretariat is directed to apply this interim measure is based on the breakdown below:

a) Semi-Rigid Structures are for containerized medical facilities:

- i. Level 2 equates to a camp unit medium
- ii. Level 3 equates to a 1 each of a camp unit medium and large
- iii. Ablution Units will be reimbursed as Major Equipment

b) Rigid Structures are for hard-walled medical facilities:

- i. Level 2 equates to a camp unit medium
- ii. Level 3 equates to a 1 each of a camp unit medium and large
- iii. Ablution Units will be reimbursed as Major Equipment

40. Medical support and security are essential at all times; therefore, a troop/police contributor cannot be partially self-sustaining in the medical Self-Sustainment sub-

categories. Level 1 medical care is a troop/police contributor's responsibility; however each Level 1 facility is to provide medical support and care to all United Nations' staff 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; 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 troops and United Nations staff in their Area of Responsibility. Except in emergencies, specialists and Level 2, 2+ and 3 facilities can request a referral from a Level 1/1+ facility before accepting a patient.

41. Medical Support Facilities are often called upon to provide care to United Nations and other authorized personnel by the mission Headquarters 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 are listed in Chapter 3, Annex B, Appendix 9. Care provided to non-eligible personnel (e.g., local civilian population) by a troop/police contributor is not reimbursable by the United Nations.

42. A troop/police contributor that cannot provide all medical capabilities according to the standards listed in Annex B to Chapter 3 must advise the Secretariat during the negotiation of the MOU and in all cases prior to deployment.

43. 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 re-supply on a bilateral basis, the United Nations must take over the re-supply 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 re-supply.

44. 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, 1+ facility, and/or a Level 2, 2+ facility and/or a Level 3 facility, where applicable.

45. 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.

46. On the fifteenth day of each month a list stating the number of uniformed personnel assigned to each medical facility shall be forwarded to Field Budget and Finance Division /MOU and Claims Management Section, with a copy to Logistics Support Division/Medical Support Section.

47. 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.

48. All United Nations Level 2, 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.

49. Medical staff must be at the forefront in promoting Human Immunodeficiency Virus (HIV) awareness, its method of infection and the prevention of spread. No medical staff or patient must be discriminated against due to verified or suspected HIV. Testing in a United Nations facility must be voluntary and confidential, and no HIV test must be performed without there being a system of counselling.

50. 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 total personnel strength of the units/contingents for which a medical facility is responsible as agreed in the MOU (the actual strength numbers will be used for calculation of reimbursement).

51. 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 or 2+ medical services, the 'Level 2', 'Level 2+' and 'Level 3' Self-Sustainment rates are not accumulated. The 'Level 2, 2+ and 3 combined' Self-Sustainment rate of US\$ 35.36 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, 2+ and 3 medical care.

52. 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, 1+ Level 2, 2+, Level 3, Storage for Blood & Blood Products, and High-Risk Areas as agreed in the MOU. The level of equipment must meet United Nations standards as specified in the 'United Nations Levels of Medical Support' (A/C.5/54/49 Appendices I and II to Annex VIII, pages 60 to 99 and amended at A/C.5/55/39 Annex III.B, 'Annex B' paragraphs 31 to 36, pages 99 to 103, and A/C.5/62/26 Annexes III.C.1 to III.F.1, pages 138 to 163) for a medical facility and indicated in the MOU. Drugs and consumables must meet the World Health Organization (WHO) standards.

53. In preparing the Verification Reports for medical Self-Sustainment, 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.

54. A summary of the United Nations standards for each Level of medical service of Self-Sustainment rates is shown below. Complete details of the United Nations standards of medical services are stipulated in Chapter 3, Annexes A and B, Appendices 1 through 8. Additional information on immunization policy, malaria prophylaxis and vector control and, HIV/AIDS and sexually transmitted diseases is in Appendix 10 to this chapter.

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 following requirements must be met:

i. Training in Basic First-Aid – United Nations peacekeepers must have basic knowledge of and be trained in Basic First-Aid - in accordance with Chapter 3, Annexes A and B, Appendix 1. The training must, at a minimum, cover (i) cardio pulmonary resuscitation; (ii) bleeding control; (iii) fracture immobilization; (iv) wound dressing and bandaging (including burns); (v) casualty transport and evacuation; and (vi) communication and reporting.

ii. Individual basic First-Aid kits - United Nations peacekeepers must carry a personal Field or Battle Dressing and medical disposable gloves.

In addition, the definition is incorporated in Appendix 1 under notes: “Field or Battle Dressing consists of a large pad of an absorbent cloth, attached to a strip of thin fabric used to bind the pad in place. Field dressings are issued in sealed waterproof pouches to keep them clean and dry; the pouch can be torn open when required.”

iii. Basic First-Aid kits for TCC/PCC vehicles, and other facilities – a basic First-Aid kit must be provided to all troop/police contributor's vehicles, workshops, maintenance facilities, all kitchen, cooking facilities, and any other area where the Force Medical Officer deems it necessary. These kits must contain the items set out in Chapter 3, Annexes A and B, Appendix 1.1.

Member States may opt to augment the above mentioned minimum standards. This is a national prerogative, which must not lead to additional costs to the United Nations.

b) Level 1 Medical Facility

i. **Definition:** It is 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, as well as casualty collection from the point of injury/ wounding, 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; 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. A Level 1 Medical Facility may be United Nations-owned (UN Level 1), contingent owned (troop/police contributor) or commercially contracted

ii. **Capacity:** Provides treatment to 20 ambulatory patients/day, temporary holding capacity of 5 patients up to 2 days, will hold medical supplies and consumables for 60 days.

iii. **Capability:**

- Provides casualty collection and evacuation to higher levels of medical care (Level 2, 2+ and/or Level 3);
- Handles routine sick calls and the management of minor sick and injured;
- Implements disease, non-battle injury and stress-preventive measures;
- Is responsible for education and promotion of awareness and prevention of the spread of HIV in Area of Responsibility;
- Offers emergency medical services to all United Nations personnel in Area of Responsibility;
- Provision of medical services based on troop/police strength up to Battalion level.

iv. **Composition:** The minimum composition and number of Level 1 medical personnel are listed below. Actual composition and number of Level 1 medical personnel may vary depending on the operational requirements, and agreed in the MOU. However, basic manpower includes the capability of splitting the Level 1 Medical Support Facility into two (2) Forward Medical Teams (FMT).

- 2x Medical Officer;
- 6x Paramedic/Nurse;
- 3x Support staff.

c) **Level 1+ Medical Facility**

In accordance with specific mission requirements, a Level 1 Medical Facility can be enhanced to 'Level 1+' by the addition of supplementary capabilities.

Additional capabilities that enhance the Medical Support Facilities are reimbursed separately, in accordance with the COE Manual and the MOU. Examples of additional capabilities include:

- Primary dental care
- Basic laboratory testing

- Preventive medicine
- Surgical capability (Forward Surgical Module) - only in exceptional situations, dictated by the exigencies of medical service support, additional patient holding capacity and deployment should be based only on requirement of DPKO/DFS
- Aero-Medical Evacuation Team

d) **Level 2 Medical Facility**

- i. **Definition:** 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 (DCS), post operative services and high dependency care, intensive care-resuscitation, and in-patient services; also basic imagistic services, laboratory, pharmaceutical, preventive medicine and dental services are provided; patient record maintenance and tracking of evacuated patients are also minimum capabilities required for a Level 2 Medical Facility.
- ii. **Capacity:** Performs 3-4 surgical operations/day, and provides hospitalization of 10 to 20 sick or wounded up to 7 days, 40 outpatients per day, 5 to 10 dental consultations per day, will hold medical supplies, fluids and consumables for 60 days;

iii. **Capability:**

- Provides advanced specialist medical care to stabilize serious injured personnel for transport to Level 3 medical facility;
- Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
- Provides climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- Performs blood testing and grouping;
- Can, if agreed in the MOU, supply specialist services according to the needs of the mission (e.g. gynaecologist, specialist in tropical medicine, stress counsellor);
- Can provide a specialist team for collecting seriously injured personnel from the site of injury and escort patients in serious condition to higher level care; this team might be tagged as an Aero-Medical Evacuation Team;

- Provides medical and dental services based on troop/police strength up to Brigade level.

iv. Composition: The minimum composition and number of Level 2 medical personnel is listed below. Actual numbers may vary depending on the operational requirements, and agreed in the MOU.

- 2x Surgeons;
- 1x Anaesthetist;
- 1x Internist;
- 1x General Physician;
- 1x Dentist;
- 1x Hygiene Officer;
- 1x Pharmacist;
- 1x Head Nurse;
- 2x Intensive care nurses;
- 2x Operating Theatre nurses;
- 10x Nurses/Paramedic;
- 1x Radiology Assistant;
- 1x Laboratory technician;
- 1x Dental Assistant;
- 2x Drivers;
- 8x Support Staff.

e) Level 2 + Medical Facility

The Level 2 capability can be enhanced to ‘Level 2+’ by the augmentation with additional capabilities. Additional capabilities that enhance the Medical Support Facilities are reimbursed separately, in accordance with the COE Manual and the MOU. Examples of additional capabilities include:

- Orthopaedic capability;
- Gynaecology capability;
- Additional Internal medicine capability;
- Additional diagnostic imaging capability (CT scan).

A Level 2 or 2+ Medical Facility may be a TCC/PCC contribution, a United Nations owned- Medical Facility, or commercially contracted.

f) Level 3 Medical Facility

- i. **Definition:** it is the third and the highest level of medical care deployed within a Mission Area. At this level all capabilities of a Level 1, 1+, 2 and 2+ Medical Facility are provided and, in addition, capabilities for: multi-disciplinary surgical services, specialist services and specialist diagnostic services, increased high dependency care capacity and extended intensive care services, specialist outpatient services. A Level 3 Medical Facility may be

contributed by a troop/police contributor, or provided by a national or regional hospital in the Mission Area or by a commercial contractor.

ii. **Capacity:** Able to perform 10 surgical operations/day, and provides hospitalization of 50 patients up to 30 days, 60 outpatient consultations/day, 20 dental consultations/day, 20 x-rays and 40 lab tests/day, will hold medical supplies and consumables for 60 days;

iii. **Capability:**

- Provides advanced services in surgical, intensive care, dental (emergency dental surgery), laboratory, x-ray, ward and pharmaceutical capabilities;
- Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
- Provides climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- Performs blood testing and grouping;
- Can, if agreed in the MOU, supply specialist services according to the needs of the mission (e.g. gynaecologist, specialist in tropical medicine, stress counsellor);
- Can provide a specialist team for collecting seriously-injured personnel from the site of injury and escort patients in serious condition to higher-level care.

iv. **Composition:** The minimum composition and number of Level 3 medical personnel are listed below. Actual composition and number of Level 3 medical personnel may vary depending on the operational requirements, and agreed in the MOU.

- 4 x Surgeons (minimum 1 orthopedic)
- 2 x Anaesthetists
- 6 x Specialists
- 4 x Physicians
- 1 x Dentist
- 2 x Dental Assistants
- 1 x Hygiene Officer
- 1 x Pharmacist
- 1 x Pharmacist Assistant
- 50x Nursing staff (composition as required)
- 1x Head Nurse
- 2x Intensive Care

- 4x Operating Theatre Nurses
- 43x Nurse/Medics/Paramedics
- 2 x Radiology Assistants
- 2 x Laboratory Technicians
- 14x Maintenance and Support Staff

g) Blood and Blood Products

- i. 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, 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 of the MOU;
- ii. The United Nations will provide climate-controlled storage and transport capability (cold chain) to prevent the deterioration or contamination of blood and blood products;
- iii. Administers blood and blood products according to the compatibility of blood groups and rhesus factors using approved hygiene to prevent contamination;
- iv. Performs blood testing and grouping.

h) 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 peacekeepers are deployed, and are based on the risk posed to United Nations peacekeepers.

- i. The Self-Sustainment reimbursement covers the provision and sustainment of the following, at a minimum:
 - a) Prophylactic pharmaceuticals (anti-malarials). The prophylactic treatment of malaria is a national responsibility, as stipulated in A/C.5/60/26, Chapter 3 Annex B paragraph 50 and Chapter 3 Annexes A and B Appendix 7 paragraph
 - b) Personal preventive health equipment and consumables (head mosquito net, repellent);
 - c) Man-portable preventive health equipment and consumables (foggers, pesticides). The use of pesticides will conform to international environmental law.

ii. Other preventive measures, which are covered elsewhere in the COE Manual, must be taken into account:

- a) Individual mosquito nets, conforms to Chapter 9 Annex A Soldier/ Police Kit;
- b) Encouragement of body-covering clothing, conforms to Chapter 9 Annex A Soldier/ Police Kit;
- c) Rodent control measures are part of basic hygiene procedures for large amounts of food and waste disposal areas, Chapter 3 Annex B Catering paragraph 10, sub-paragraph (d) refers.

i) **Dental Facility**

- i. Provides dental care to maintain the dental health of unit personnel;
- ii. Provides basic or emergency dental procedures;
- iii. Maintains a sterilization capability;
- iv. Conducts minor prophylactic procedures;
- v. Provides oral hygiene education to unit personnel.

55. 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 deploys without proper vaccinations and prophylaxes, the United Nations will provide necessary booster shots and prophylaxes. In these cases, the United Nations will deduct any expenses for initial vaccinations which could have been initiated prior to deployment from the self-sustainment payment of troop/police contributors.

Observation

56. To receive the observation self-sustainment rate the contingent 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 hand-held 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.
 - iv. 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 range finders.

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

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

Identification

58. To receive the identification self-sustainment rate the contingent 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.

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

Nuclear, biological and chemical protection

59. To receive the NBC protection self-sustainment rate the contingent 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

60. To receive the field defence stores self-sustainment reimbursement rate the contingent must:

- 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.

61. 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 chapter 3, annexes A and B, appendix 11 of the COE Manual.

Miscellaneous general stores

62. To receive the self-sustainment reimbursement rate for each of the three subcategories of miscellaneous general stores a contingent 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 communication must be provided in quantities appropriate to the number of troops 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 Secretariat, and detailed in an appendix to Annex C to the MOU.
- 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 detailed in appendix 2 to Annex C to the MOU.

ii. Internet is to be established by the troop/police contributors and not linked to existing United Nations communication systems.

iii. A guide to the standard required for providing internet access can be found in appendix 13 to Chapter 3.

Annex F**DEFINITIONS**

1. **Accepted United Nations readiness standards** means 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** means 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** means all formed units, personnel and equipment of the troop/police contributor deployed to the mission area under this memorandum.
4. **Contingent-owned equipment** means major equipment, and minor equipment and consumables, deployed and operated by the troop/police contributor's contingent in the performance of peacekeeping operations.
5. **Environmental conditions factor** means a 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 mountainous, climatic and terrain conditions. This factor is only applicable under conditions of significant anticipated additional costs to the troop/police contributor. The factor is determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.
6. **Explosive ordnance disposal (EOD)** means, in the context of force EOD, the 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.
7. **Explosive ordnance disposal (EOD)** means, in the context of self-sustainment, EOD conducted by a unit within its accommodation/camp area.
8. **Force Commander** means the officer, appointed under the authority of the Secretary-General, responsible for all military operations within the mission.
9. **Forced abandonment** means 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.
10. **Generic fair market value (GFMV)** means equipment valuations for reimbursement purposes. It is 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.

11. **Government** means the Government of the participating State.

12. **Head of Mission** means the Special Representative/Commander appointed by the Secretary-General with the consent of the Security Council responsible for all United Nations activities within the mission.

13. **Hostile action** means an 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. Different activities may be characterized as a single hostile action when these activities can be related to each other on common ground.

14. **Hostile action/forced abandonment factor** means a 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 determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

15. **Incremental transportation factor** means a factor 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 a 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.

16. **Initial provisioning** means a logistic support arrangement in a peacekeeping mission whereby the contributing State provides rations, water and POL, to the contingent/unit on a reimbursable basis. Reimbursement will be made to troop/police contributions upon submission of invoices. Normally, initial provisioning for contingents/units is only required on the initial deployment of the contingent/unit, and for a limited period (30-60days), until the United Nations is able to provide these consumables. The requirement for initial provision of water, rations and fuel will be specified in TCC/PCC Guidelines.

17. **Intensified operational condition factor** means a 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 determined at the outset of the mission by the technical survey team, and is applied universally within the mission. The factor is not to exceed 5 per cent of the rates.

18. Lease of major equipment:

(a) **Dry lease** means a contingent-owned equipment reimbursement system where the troop/police contributor provides equipment to the mission and the United Nations assumes responsibility for maintaining the equipment. The troop/police contributor is reimbursed for the non-availability of its military resources for its national interest of deployed major and associated minor equipment;

(b) **Wet lease** means a contingent-owned reimbursement system where 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.

19. Loss or damage means a total or partial elimination of equipment and/or supplies resulting from:

- (a) A no-fault incident;
- (b) The actions of one or more belligerents;
- (c) A decision approved by the Force Commander/Police Commissioner.

20. Maintenance rate means 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 costs of personnel involved in first and second line maintenance is excluded from the rate, as they are reimbursed separately. The rate includes an incremental transportation rate to cover general transportation costs of spare parts. This rate forms part of the "wet lease" rate.

21. Major equipment means 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.

22. Minor equipment means equipment in support of contingents, 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. For personnel-related minor equipment, rates of reimbursement for self-sustainment apply.

23. Misconduct means 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.

24. **Mission-specific rules and regulations** means, mindful of national caveats, standard operating procedures, directives and other regulations, orders and instructions issued by the Head of Mission, Force Commander or Chief Administrative Officer 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.

25. **No-fault incident** means 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.

26. **Operational ammunition** means 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, in anticipation of an operational requirement, will be considered operational ammunition.

27. **Police Commissioner** means the officer, appointed under the authority of the Secretary-General, responsible for all police operations within the mission.

28. **Pre-deployment visits** are visits by Department of Peacekeeping Operations/Department of Field Support/field mission teams, comprising representatives from appropriate functional areas (Force Generation Service, Field Budget and Finance Division, Logistics Support Division etc.), to Member States' countries. They are undertaken to assist Member States to prepare their contingents for deployment and to ensure that Member State contributions meet the operational requirements of the mission and deployment timings.

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

30. **Self-sustainment** means a logistics support concept for troop contingent/police unit in a peacekeeping mission whereby the contributing State provides some specific or all logistics support to the contingent on a reimbursable basis.

31. **Serious misconduct** is 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.

32. **Sexual abuse** means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

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

34. **Unique equipment** means any special minor equipment or consumables not covered in the above self-sustainment rates and will be handled as unique equipment. These items will be handled on a bilateral special case arrangement between the troop contributor and the United Nations.

**GENERIC GUIDELINES FOR TROOP CONTRIBUTING
COUNTRIES DEPLOYING MILITARY UNITS TO THE
UNITED NATIONS DISENGAGEMENT OBSERVER
FORCE (UNDOF)**



Department of Peacekeeping Operations
Force Generation Service

2006

INDEX

1. ADMINISTRATION & LOGISTICS	5
1.1 Logistics Concept	5
1.2 Contingent-Owned Equipment (COE)	6
1.3 Letter of Assist (LOA)	6
1.4 Pre-deployment Preparation	7
1.5 Vehicles and Major Equipment	8
1.5.1 Vehicles	8
1.5.2 Clothing and Personal Equipment	8
1.5.3 Personal Identification	9
1.5.4 Prohibited Personal Belongings	9
1.6 Deployment	9
1.6.1 General	9
1.6.2 Movement Arrangements	9
1.6.3 Deployment/Rotation/Repatriation and baggage Entitlement	9
1.6.4 Contingent Personnel Rotation	9
1.6.5 Movement Information for travel to and from the Mission Area	10
1.6.5.1 Airlift Organized by the UN	10
1.6.5.2 Airlift Organized by the TCC	10
1.6.5.3 Sealift Organized by the UN	10
1.6.5.4 Sealift Organized by the TCC	11
1.6.5.5 Costing of Transportation	11
1.6.5.6 Inland Transportation	11
1.7 Other Information	12
1.7.1 Clearances	12
1.7.2 Load Lists	12
1.7.3 Dangerous Cargo	12
1.7.4 Movement Control on Arrival	12
1.7.5 Movement Control in the Mission	12
1.8 Sustainment	13
1.8.1 Contingent Logistics Responsibilities	13
1.8.1.1 Rations and Water	13
1.8.1.2 Catering Equipment	14
1.8.1.3 Ammunition	14
1.8.1.4 Welfare and Canteen	14
1.8.1.5 High Risk Areas (Epidemiological)	15
1.8.2 UN Logistics Responsibilities	14
1.8.2.1 Communications	14
1.8.2.2 Information Technology	14
1.8.2.3 Aircraft	15
1.8.2.4 Rations	15
1.8.2.5 Spices	15
1.8.2.6 Water	15
1.8.2.7 POL	16

1.8.2.8 Additional Requirements of Rations, Water, POL and other supplies	17
1.9 Accommodation.....	17
1.9.1 Contingent	17
1.9.2 Military Observers (UNMOs)	17
1.9.3 Staff Officers (SOs)	17
1.9.3.1 Office	17
1.9.3.2 Electrical Power.....	17
1.10 Other Categories of Self-Sustainment.....	17
1.10.1 Allocation of UN Transport.....	18
1.10.2 Authorized Use of UN Vehicles	18
1.10.3 Repair and Recovery.....	19
1.11 Administrative Matters.....	19
1.11.1 Working Hours.....	19
1.11.2 Leave.....	19
1.12 Financial Arrangements	19
1.12.1 Financial Liabilities	19
1.12.2 Currency Exchange.....	19
1.12.3 Mission Subsistence Allowance (MSA).....	19
1.13 Repatriation of Individuals	20
1.13.1 Repatriation on Compassionate Grounds	20
1.13.2 Repatriation on Disciplinary Grounds	20
1.13.3 Medical Repatriation.....	20
1.13.4 Death of a Member.....	21
1.14 Death and Disabilities Claims.....	21
1.15 Information Requirements	21
 2 PERSONNEL	22
2.1 General	22
2.2 Training Requirements	22
2.3 Conduct of Personnel	23
2.3.1 Gender Balance and Gender Mainstreaming	24
 3 UN MEDICAL STANDARDS FOR PEACEKEEPING MISSIONS	25
3.1 Medical Standards	25
3.2 Physical Conditions	25
3.3 Immunization Policy	25

4	HIV TESTING POLICY FOR UNIFORMED PEACEKEEPERS	27
4.1	Introduction.....	27
4.2	HIV Testing.....	27
4.3	HIV/AIDS Counselors.....	28
4.4	Exposure to blood.....	28
4.5	Review of Policy	29
5	PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE.....	30

Annexes:

Annex A - UNDOF Background, Mandate and Broad Concept of Operations.....	31
Annex B - UNDOF Organization	34
Annex C - UNDOF Military Deployment as 1 April 2006	35
Annex D- UNDOF Area of Operations	36
Annex E - UNDOF Area of Limitation.....	37
Annex F- Soldiers' Clothing and Equipment Guide List	38
Annex G- Glossary - Abbreviations and Acronyms.....	39

PART 1ADMINISTRATION & LOGISTICS

1.1 Logistics Concept

1. The UN peacekeeping logistics support concept is based on the integration of UN-owned, contracted and contingent-provided military resources. All mission support or service functions at a peacekeeping mission are considered common to the mission as a whole. These resources must be provided on a uniform and equitable basis, depending on mission assessed priorities, irrespective of whether the unit supplying the goods or service is comprised of military, civilians or contractor. Delivering common support goods or services is part of the administrative function in a mission and thus falls under the responsibility of the Director of Administration (DOA) / Chief Administrative Officer (CAO), who liaises with all components and segments of the mission.
2. The management and control of the UN-owned, contracted and military enabling units will be the responsibility of the Chief of Integrated Support Services (CISS). The CISS reports directly to the DOA/CAO. The Deputy CISS (DCISS) is a seconded military officer on a UN contract who reports to the CISS. To enable him/her to carry out the functions with efficiency, DCISS like the CISS is often nominated as a United Nations Certifying Officer which grants him authority together with accountability.
3. Logistics support for all mission components including military is managed and controlled through the DOA/CAO. All logistics assets in the mission including military enabling units (other than military units' first line resources) irrespective of their origin are considered as mission assets and available to the CISS for employment in support of any mission component. Some of the goods and services, which military enabling units may provide in a mission include but are not limited to the following:
 - a. Medical, environmental health and if specified, dental services;
 - b. Construction and management of accommodation;
 - c. Civil engineering projects;
 - d. Geographical Information System (GIS) services;
 - e. Movement Control (MOVCON) and Air Transport services;
 - f. Ground and surface transportation services which may include riverine or coastal transportation;
 - g. Vehicle repair and maintenance services;
 - h. Installation and operation of communications and IT services; and
 - i. Accounting, storage and distribution of assets, materials and other life support commodities like fuel, water, rations.
4. Only the DOA/CAO has the authority to commit mission financial resources for any purpose including making contractual arrangements for the use of local resources/services. All requirements for such resources/services should be addressed by the military commanders to the DOA/CAO through the JLOC. These may include but are not limited to the following:
 - a. Accommodation;
 - b. POL (including aviation fuels);
 - c. Fresh rations;
 - d. COMPO rations;
 - e. Water supply;
 - f. Equipment rental;
 - g. Public service facilities;

- h. Civilian labor;
- i. Garbage disposal;
- j. Sewage disposal;
- k. Hair cutting;
- l. Shoe repair;
- m. Tailoring;
- n. Janitorial services;
- o. Laundry and dry cleaning; and
- p. Transport of personnel and equipment.

NOTE: It is quite normal for the UN to request the TCCs to deploy self-sustaining in certain categories such as accommodation, catering, laundry, communication etc. For details please refer to the relevant MOU(s) and chapters of the Manual on Policies and Procedures Concerning Reimbursement and Control of Contingent-Owned Equipment of Troop-Contributors (COE Manual) 2002, as amended.

1.2 Contingent-Owned Equipment (COE)

5. The General Assembly, by resolution RES/50/222 of 11 April 1996, authorized the implementation of new procedures for determining reimbursement to TCC for COE. Entitlement to these rates of reimbursement is contingent upon verification by the UN that the material and services provided by the TCC meet the undertaking of the TCC in its bilateral agreement (MOU) with the UN for the provision of equipment, services and personnel to the mission.
6. Reimbursement for COE will be in accordance with the procedures detailed in the COE Manual 2002, as amended. Each contingent's exact major equipment and self-sustainment requirements will have been negotiated between the UN Secretariat and the TCC, with the final agreement being ratified by both parties in the form of a contingent-specific MOU.
7. It is in the interest of the TCCs that contingents hand over a list of personnel and equipment to the COE Unit immediately on arrival in the mission area, if such lists have not been delivered earlier.

1.3 Letter of Assist (LOA)

8. Arrangements may be made through the DOA/CAO for specific National requirements to be met through a "Letter of Assist" (LOA). An LOA is a contracting method by which the UN arranges for the provision of special supplies or services by a Government, based on the issue of a numbered "LOA" as authority. The Office of Mission Support (OMS) at UN HQ, New York, has the authority to issue LOAs, which must be signed by representatives of the Permanent Missions (PM) and the UN. Invoices related to these supplies and/or services must show the LOA number, to permit verification of receipt and thus support the associated expenditure. Contingents must therefore quote the full LOA reference in all correspondence on the subject, including invoices and shipping information.
9. LOAs are used when:
 - a. A special need arises, for essential items or services that are not available from normal sources of supply;
 - b. A contingent's home Government is the only logical source of supply;
 - c. A contingent's COE MOU does not cover the items or services required; and
 - d. Military aircraft or naval vessels are contributed by a TCC.
 - e. A TCC wishes to arrange for the transportation of equipment/personnel for deployment, rotation or repatriation.

1.4 Pre-deployment Preparation

10. The Department of Peacekeeping Operations (DPKO) may arrange an assessment or pre-deployment visit (PDV) by the Force Generation Service (FGS) and/or OMS Staff to TCCs to coordinate and finalize pre-departure preparations.
11. Upon arrival in the mission area, each formed contingent is expected to meet the standards of self-sustainment detailed in the relevant MOU.
12. These self-sustainment requirements will be negotiated separately for each contingent, prior to the finalization of the MOU. In each case, the agreed level of self-sustainment will include the capability to provide and maintain the necessary resources and personnel to support the contingent administratively and logistically for the duration of the mission.
13. Following the completion of the MOU negotiations, the TCC should fax to Logistics Support Division (LSD) /OMS/DPKO, a list of any additional logistic support requirements. Once agreed, this enables the UN to make alternative arrangements for known deficiencies in supplies and equipment.
14. The TCC shall make available to DPKO a standard list of pre-deployment medical preparations conducted for its peacekeeping personnel prior to their deployment. This shall include any clinical examinations, x-rays and laboratory tests, as well as all vaccinations administered. Medical screening results of individuals are not required, unless specifically requested by DPKO.
15. All formed contingents are to bring the following levels of stock holdings (self-sufficiency) to the mission area, unless requested otherwise by OMS/DPKO:

Stock Holdings to Mission Area

As determined for each particular mission, but as a general guide:

Composite/field rations	21 days food rations, and minimum 2 days bottled water. The food rations and water are to be consigned as air cargo during initial deployment. Advance parties of each contingent are required to include fully operational self-sufficiency capabilities for water. Advance parties should have water treatment plants and water test facilities operational in time for the arrival of the contingent main body.
Field Defense Stores	UN will provide.
Ammunition	According to "Guidelines on levels of ammunition for peacekeeping operations" dated September 2002, issued by MILDIV DPKO.
Canteen	National Responsibility (suggested 60 days supply).
Medical supplies	As stated in the MOU (minimum of 60 days of drugs and medical supplies).
Repair Parts	Under wet lease arrangements, UN will provide transportation for spare parts for 90 days on initial deployment, after which it will be a National responsibility to replenish/resupply.

Note: OMS will advise TCCs of any changes to the above.

1.5 Vehicles and Major Equipment

1.5.1 Vehicles

16. Before deployment on UN operations, all vehicles and major equipment (whether UN Owned Equipment (UNOE), UN hired equipment or COE) to be used within the Mission area of operations must be painted white overall, with black "UN" lettering prominently displayed on the top, both sides and front and rear of the vehicles.
17. These UN-markings must be to a minimum 30cm wide and 45cm high and in black; signs may be painted or transfer/stickers may be used. These markings must be visible at all times. Expenses for painting will be reimbursed based on the Arrival and Repatriation Verification Report and in accordance with the ~~procurement and delivery of the COE~~.
18. No National markings or flags may be displayed on any UN vehicle.
19. Upon deployment, UN normally insures all COE vehicles and provides number plates for these vehicles. It is imperative that all TCCs forward details of all vehicles and equipment with their chassis and engine numbers to the receiving mission at the earliest before arrival to ensure that necessary insurance and number plates can be arranged ahead of deployment.

1.5.2 Clothing and Personal Equipment

20. All contingent personnel are to be fully equipped in accordance with Appendix 1 to Annex A of the MOU and their National scales of issue, including helmets and protective body armor/fragmentation jackets/vests. All soldiers should be equipped with a blue helmet, or provided with a blue helmet cover. This is a National responsibility. The appropriate range of items of clothing should be provided for the prevailing and anticipated weather conditions.
21. The UN will provide the following items of clothing for all ranks:

SER.	QTY	ITEMS/ per person
		(c)
1	1	Beret (UN Blue)
2	1	Field Cap (UN Blue)
3	1	Metal Badge (UN)
4	6	Cloth Shoulder Patch (UN)
5	2	Armlet (Olive Drab)
6	2	Scarf (UN Blue)

22. It is national responsibility to modify serial (a) 1 and 2 above to take account of religious or National preferences. If needed prior to deployment to the mission area TCCs are requested to submit their requirements for UN accoutrements serial (a) 1 to 6 above, to the Supply Section LSD at least eight weeks before they will be required.

NOTE: In the recent past many UN missions have reported that TCCs are not meeting their obligation of providing their contingent personnel and Military Observers with helmets and protective body armor/fragmentation jackets/vests.

1.5.3 Personal Identification

23. While in transit to and from the Mission Area, contingent as well as other military personnel must be in possession of identification in accordance with their National regulations. The availability of an internationally recognized passport is strongly encouraged and details are required to be provided to the mission at least 72 hours ahead of arrival of troops in the mission area. This is required for the mission to arrange for immigration formalities with the host nation prior to the arrival of troops. On arrival, the personnel will be issued a UN peacekeeping mission identification card. Contingent personnel will be required to carry both National and mission identification cards at all times.

1.5.4 Prohibited Personal Belongings

24. Contingent members are strictly prohibited from bringing privately owned firearms and weapons into the mission area. Similarly, contingent members are strictly prohibited from exporting privately owned firearms or weapons from the Mission area. The UN will not issue certificates dealing with the import or export of private firearms or weapons.
25. In this context, the term "private firearm or weapon" includes not only firearms, but also any other form of lethal or non-lethal firearm or weapon, including knives, except for pocket-knives and cutlery; non-military ceremonial swords, crossbows, etc and martial arts weaponry.
26. The import or export of private ammunition, explosives and drug abuse paraphernalia is also prohibited.
27. Many missions are deployed in areas which are rich in natural resources and wild life. All contingent personnel are expected to adhere to national and international regulations on movement of these natural resources and wild life products.

1.6 Deployment

1.6.1 General

28. LSD will co-ordinate transportation for deployment and repatriation. The normal mode of transport will be air for personnel, and sea for equipment. Mission movement control unit (MCU) will co-ordinate movements within the mission area between the Airport/Port of Disembarkation (AOPD/POD) and the unit's AOR.

1.6.2 Movement Arrangements

29. Generally, LSD will organize the air and sea moves. Alternatively, movements may be arranged by the TCC under LOA. LSD must agree to LOA movements in advance of the deployment. Reimbursement by the UN will only be made up to the amount it would have cost the UN to organize the move. Regardless of how the movement is organized, the information requested in paragraphs 34 to 39 below must be provided to permit LSD to authorize the arrangements.

1.6.3 Deployment / Rotation / Repatriation and Baggage Entitlement

30. Contingent equipment will only be moved on deployment to and on repatriation from the Mission Area. The UN will arrange the movement of equipment from the POD to the contingent's HQ camp in the area of operations. This movement is to be assisted by the TCC providing drivers and operators of the COE. During rotations, only personnel will be moved, the equipment will be passed from the previous contingent to the new contingent in accordance with the MOU/LOA. Contingent personnel deploying, and moving by air are limited to a maximum of 45 kg of baggage. This weight limit includes cabin baggage, all other personal items and personal equipment.

1.6.4 Rotation of Contingent Personnel

31. Contingents will be entitled to rotate once every six months following the date of transition or initial deployment. For contingents that elect to rotate once every 12 months, the baggage entitlement increased to 100 kg per person. This increased entitlement applies to the contingent as a whole and

cannot be apportioned individually. Moreover, election to rotate on a 12 month cycle must be made, in writing, by the TCC in advance of deployment or during the contingent's tenure in a field mission.

1.6.5 Movement Information for Travel to and from the Mission Area

32. Depending on the method of transportation, LSD requires the movement information detailed in paragraphs 33 to 37, at least 6 weeks prior to the planned movement date.

1.6.5.1 Airlift organized by the UN

33. The following information is required by LSD in order for airlift arrangements to be made on a timely basis (refer to "General Cargo Load List" issued by MOVCON/LSD):
- Place of embarkation, name and location of the airport;
 - Number of troops to be moved and dates the troops will be ready for airlift;
 - And, if cargo is authorized for airlift by DPKO, the following information is required:
 - Cargo load list showing dimensions and weight of equipment to be airlifted;
 - Confirmation that drivers will accompany vehicles on the airlift;
 - Complete Dangerous Cargo (DG) information on any of the nine classes of DG (see Article 1.7, paragraph 42 below); and
 - Any requirement for ground transport at the destination airfield.

1.6.5.2 Airlift organized by the TCC

34. The planned airlift schedule must be coordinated through MOVCON/LSD in order to avoid overloading destination airfields by simultaneous arrival of aircraft from more than one TCC. The following information is required by MOVCON/LSD:
- Type(s) and numbers of aircraft to be used;
 - Flight schedules in detail; and
 - Number of troops.
35. If cargo is authorized to be airlifted by DPKO, the following information is required:
- Cargo load list showing dimensions and weight of equipment to be airlifted;
 - Load details for each flight including aircraft configuration (i.e. palletized or bulk load);
 - Dangerous Cargo List;
 - Any off-loading assistance required on arrival (including drivers, if vehicles are part of the load). (When a TCC uses aircraft that do not have their own integral off-loading devices, such as a cargo ramp, care must be taken before departure that appropriate cargo handling equipment is available at the destination airfield); and
 - Any requirement for ground transport at the destination airfield.

1.6.5.3 Sealift organized by the UN

36. The following information is required by MOVCON/LSD to arrange commercial shipping:
- Preferred seaport of embarkation (SPOE);
 - Requirement for pre-carriage to the loading port, if required (including exact consignor location, name of point of contact, telephone, fax numbers and e-mail addresses for both origin and final destination);
 - Date cargo will be ready, in all respects, for loading;

- d. Complete and accurate cargo details, individual measurements and weights for all shipping units (vehicles, containers, break bulk) as well as total number of shipping units, total weight, total square metres and total cubic metres;
- e. A detailed, accurate list of all weapons, including serial numbers;
- f. Complete Dangerous Cargo (DG) information on any of the nine classes of DG (see Article 1.7, paragraph 42 below);
- g. Sea Container Requirement, if any, including the following information:
 - i. Quantity required;
 - ii. Size required (20' equivalent units only, not to exceed 10 ton);
 - iii. Type required (Standard or refrigerated state whether refrigerated containers need to be plugged in for the duration of the voyage);
 - iv. Date required for stuffing; (normally 7-14 days prior to the vessel loading date); Note that the stuffing of containers will be a TCC responsibility;
 - v. Drop-Off location;
 - vi. Value of equipment;
 - vii. Requirement, if any, for passengers/supercargoes; and
 - viii. Passenger manifest.

1.6.5.4 Sealift organized by the TCC

- 37. The planned sealift must be coordinated through MOVCON/LSD. The following information is required by MOVCON/LSD:
 - a. Name, type and registration of the vessel(s);
 - b. Port of embarkation and date of sailing(s);
 - c. Estimated time of arrival and port of disembarkation;
 - d. Cargo/passenger details as specified in paragraph 36 above for UN arranged sealift;

1.6.5.5 Costing of transportation

- 38. Costs are to be all inclusive, covering all associated costs such as:
 - a. Over flight, landing and handling charges, insurance, and flight operating costs for air operations.
 - b. Port and berthing charges, loading/unloading (stevedore) charges, insurance, and operating costs for sealift operations.
- 39. The TCC is responsible for payment of these costs. An airlift / sealift by a TCC should be based on cost reimbursement, which must be agreed upon by LSD in advance of the deployment.

1.6.5.6 Inland Transportation

- 40. Where inland transportation of major equipment is required, the TCC is entitled to reimbursement in accordance with the MOU and the COE Manual 2002, as amended. These entitlements, and the actual move of the equipment, will be coordinated on a case-by-case basis, and will normally either be arranged by the UN or be reimbursed under the terms of a claim. For details see Chapter 4 of the COE Manual 2002, as amended.
- 41. Note that loose pack items are not acceptable. All equipment and goods must be secured on the back of vehicles or in 20' ISO Sea Containers. A weight of XX metric tonnes limitation (varies from mission to mission and will be advised to TCCs by MOVCON/LSD) is dependent upon a number of factors including mode of transport being used, road conditions at origin or destination, etc.

1.7 Other Information

1.7.1 Clearances

- 42. Where the TCC makes transportation arrangements, it is responsible for obtaining necessary clearances from the appropriate authorities. These clearances include, but are not limited to, over flight, landing, transiting, border crossing, port, customs and diplomatic clearances. In an event that assistance with the clearances is required from the UN Headquarters or the UN mission, such request should be received at least 7 days in advance by MOVCON/LSD for the UN to process with respective Permanent Missions or ~~with the host country~~.
- 43. At the PODs, the UN will provide customs clearance for all incoming National re-supply shipments. Prior notification by the National contingent is therefore essential. The type and form of this information will be determined by the mission's CISS. At the PODs, the UN will assist in arranging storage of incoming items until they can be forwarded to the AOR/deployment area.

1.7.2 Load Lists

- 44. Load lists are to be provided to MOVCON/LSD as soon as possible for every deployment, in any case not later than six weeks before the planned deployment date. The lists are to provide information on all cargo by load item. Dangerous cargo is to be listed separately. A summary is also to be provided. Where separate movements occur (for example, advance party, air deployment, sea deployment) separate load lists are to be prepared for each movement. Load lists are to comply with the MOU, and must be approved by DPKO so that authorized transportation arrangements can be made. Provision of load lists by electronic means (spreadsheets, on disk or via E-mail (advising software and version used)) is preferred when possible. TCCs should coordinate the use of electronic means with MOVCON/LSD personnel prior to transmittal.

1.7.3 Dangerous Cargo

- 45. The carriage of Dangerous Goods (DG) is governed by the International Maritime Dangerous Goods Code (IMDG) for sea shipments and the International Air Transport Association (IATA) for air shipments. The identification, packing, labeling and documentation of DG rest with the shipper (the troop contributing nation). DG that do not comply with the IMDG/IATA regulations will not be permitted on board UN chartered ships or aircraft. In order to carry DG by air or sea, it is mandatory that the DG load list and DG declarations (copies located in IMDG and IATA publications) be completed in detail and given to the UN. This information is, in turn, given to the UN's commercial contractors so that they may apply for the required permits. Please note that the completion of these forms apply to all nine classes of DG. Most fluids, gases and aerosols fall under one of the classifications of DG. TCCs are to provide details of all DG to MOVCON/LSD. This information must include the UN number, proper shipping name, class, quantity and type of packaging, gross weight and net explosive quantity (where applicable). TCCs are requested to take particular care to ensure dangerous cargo is prepared and packed in accordance with relevant International Air Transport Association (IATA) and International Maritime Organization (IMO) requirements. Contingents must include personnel qualified to deal with dangerous cargo. The DG information must be provided well in advance so that the contracted carrier can apply for the necessary exemptions and clearances.

1.7.4 Movement Control on Arrival

- 46. To provide as much assistance as possible to the mission, the senior member of any contingent being moved shall produce a completed manifest showing the names of passengers and the amount and type of cargo. A copy of this manifest must be handed over to the Movement Control Unit (MCU) representative on arrival in the mission. In addition, contingents should plan their order of movement to ensure that personnel deploying on the first phase of each movement, are capable of assisting with subsequent arrivals of their contingent.

1.7.5 Movement Control in the Mission

47. It must be understood that the MCU in the mission has no authority to incur expenses on behalf of the UN. All movements of goods and/or personnel must be properly authorized prior to any movements being undertaken.

1.8 Sustainment

1.8.1 Contingent Logistics Responsibilities

48. Each contingent may include within its structure, a National Support Element (NSE), to deal with the following tasks:
- a. Communication between the National Contingent and its Home Country (at National expense);
 - b. Contact point for National Contingent Members on National matters;
 - c. Postal Office for the National contingent, to and from the home country;
 - d. Travel office for the National Contingent (for e.g. leave, or repatriation for health, compassionate or disciplinary reasons);
 - e. Service office for the National Contingent Members;
 - f. National paymaster and money exchange office;
 - g. Maintenance of records with respect to National reimbursement from UN, including COE procedures;
 - h. Handling of arrival and replacement of approved COE;
 - i. Organization of National visits approved by UN HQ, to the mission area;
 - j. Support for hospitalized National personnel;
 - k. Handling repatriation of the remains and effects of deceased National personnel;
 - l. Organization of National social activities;
 - m. Coordination of supplies from National sources; and
 - n. Maintenance for all COE and any National equipment, in accordance with the MOU.
49. Any surplus to the authorized contingent personnel or equipment strength, as detailed in the MOU, to accomplish these tasks is a National responsibility, and will not be subject to UN reimbursement.

1.8.1.1 Rations and Water

50. In addition to the composite rations, unless instructed otherwise by OMS prior to or during MOU discussions, contingents must deploy with a 21 day stock of rations to be self-sufficient until the UN rations delivery program is fully operational. Similarly, unless instructed otherwise by OMS during MOU discussions, contingents must also deploy minimum 2 days stock of bottled water. The food rations and water are to be consigned as personnel baggage during initial deployment. Contingents will need to become self-sufficient in treating and testing raw water as soon as practicable on reaching the Mission. Accordingly, advance parties of each contingent shall include fully operational self-sufficiency capabilities for water. Advance parties should have water treatment plants operational in time for the arrival of the contingent main body. This system of provision of drinking water by the Contingents themselves continues as long as the Contingents remain in the mission.

1.8.1.2 Catering Equipment

51. Catering is a self-sustainment category, and responsibility for its provision is agreed in the MOU. Each contingent must provide catering equipment, including kitchen, crockery and cutlery, storage capacity for fresh, dry, chilled and frozen rations, in accordance with the terms of the MOU. If a contingent deploys:

additional catering equipment, not covered by the MOU, this may be regarded as NSE, and therefore not subject to reimbursement.

NOTE: It has been noticed that many TCCs do not deploy with adequate number of reefers and chillers commensurate with the planned dispersed deployment or envisaged operational tasks. Provided timely advice is received by LSD and/or the Mission, arrangements for reefers and chillers can be made through the UN food rations contractor for which TCCs will undertake to pay the monthly rental for these assets as per the terms of the food rations contract.

1.8.1.3 Ammunition

52. The formed contingents' scale of ammunition according to "Guidelines on levels of ammunition for peacekeeping operations" dated September 2002, issued by MILDIV DPKO should be sufficient for operational and training as specified in the Table under paragraph 15 above "Pre-deployment Preparations". Flares and smoke grenades, and where required, demolition explosives should be included in the scale of ammunition.

1.8.1.4 Welfare and Canteen

53. Welfare is a sub-category of the 'Miscellaneous' self-sustainment category and responsibility for its provision is agreed through the MOU. If a TCC has opted for welfare as a self-sustainment item, a full-time welfare person should be included in each contingent, along with an adequate range of welfare items, sports equipment, and canteen stores. All imports of duty-free merchandise will be coordinated through the DOA/CAO.

54. **Private Communications for all Ranks:** Due to the number of troops in a mission area, it is not possible for the UN without serious risk to the communication systems, to arrange for private communications by the soldiers with their families in their home countries. In order to maintain morale, all TCCs are encouraged to deploy with necessary satellite equipment linked to an ISP in their home countries to provide private communications for their troops.

1.8.1.5 High Risk Areas (Epidemiological)

55. High Risk Areas (Epidemiological) is a self-sustainment category and responsibility for its provision is agreed through the MOU. This covers medical supplies, chemoprophylaxis and preventive measures against common diseases found in the mission area, which there are no available vaccines. The provisions include but are not limited to the following: malaria pills, insect repellent, fogging solutions and chemicals, insecticides, rat poison, animal traps and other vector control measures.

1.8.2 UN Logistics Responsibilities

1.8.2.1 Communications

56. Equipment for communications from UN HQ New York down to the Mission HQ, and between Mission HQ and the Sector/Battalion HQs, will be provided by the UN as UNOE. The UN will also provide a telephone network, within the Mission HQ and down to Contingent HQ level. UN will provide communications down to individual force level, or independent sub-units. The rear links for communications from the UN mission to the TCC is a contingents' responsibility. Contingents should come fully equipped with suitable equipment to establish telephone communications from the UN missions to their respective countries and for access to Email /Internet for personal or welfare purposes.

1.8.2.2 Information Technology

57. Computers and ancillary equipment to allow access to the Mission's Local Area Network will be provided for the Mission HQ and in limited numbers to Sectors/Battalion HQ and the specialized units. This will enable transmission of e-mails within and outside the mission area in addition to accessing UN provided databases. Computers and ancillary equipment for contingent's internal use will be provided by either the TCC or the UN, depending on the agreed responsibilities for the 'Office' self-sustainment category in the

MOU. It may be noted that contingent owned computers cannot be connected on the UN LAN or WAN due to software licensing issues.

58. IT equipment, computers and communications equipment and connectivity provided by the UN must be used in accordance with the procedures and regulations as laid down by Mission HQ.

1.8.2.3 Aircraft

59. All air assets required to support UN operations will be arranged by LSD/DPKO under commercial contract, or LOA. They will be made available only for operational and re-supply matters. Nationally owned air assets may not be operated in the mission area, except as specifically authorized by DPKO under LOA arrangements.

1.8.2.4 Rations

60. The UN will arrange for a commercial contract for the supply of fresh, frozen, chilled and dry rations, and for catering operations at contingent bases, except where contingents are to provide their own catering under the terms of their MOU. The TCC must be prepared to order the initial supply of fresh, frozen, chilled and dry rations through LSD, so that delivery may be arranged to coincide with the main deployment. The advance party should provide a copy of the TCC National ration scale to the Mission HQ ration unit.

Note: Most UN food ration contracts require 60 days notice of requirements for rations.

61. The Mission CISS will make arrangements to obtain and store reserves of Composite packed rations (Combat rations) or corresponding bottled water as per policy of the mission.
62. The UN ration scale has two main methods of control: scale of issue, and the financial man-day rate. It is possible to modify the scale of issue to take account of religious or dietary customs and National preferences (this modification is restricted to the food items within specific ration groups), but the man-day rate must not be exceeded. Within this limitation, it may be possible to obtain items particular to a contingent's taste, however precise details of the items must be given to the Mission HQ Food Office by the advance party at least 10 weeks before they will be required. Provision is also made in the ration scale for a 50% supplement to the daily rations entitlement for five special occasions annually such as National holidays and medal parades.
63. The collection or supply of firewood in missions is no longer allowed. Most missions cannot support the supply of LPG for cookers. Therefore, TCCs are encouraged to deploy with diesel-fired cookers.

1.8.2.5 Spices

64. If spices or other items not normally found on the UN ration scale are essential, a supply sufficient for 60 days' use should be brought with the contingent. This is to ensure that a supply is available until procurement can be arranged. If an item proves impossible to obtain through the normal UN food ration contractor(s), or is too expensive to supply within the man-day rate, the contingent may ask the Mission to arrange supply from its home country using the LOA procedure.

1.8.2.6 Water

65. On deployment, each contingent will install its own water purification equipment to produce drinking and bulk water within 14 days of arrival in the mission area. UN is responsible to provide a raw water source (e.g. bore hole). Provision of bottled water is only to be an interim solution till contingents install and operate water purification equipment. If any contingent is unable to bring water purification equipment, the mission will prepare and coordinate a Mission Water Plan using a combination of UNOE and COE for water purification, storage and distribution. Military Engineering Unit will have sufficient capability to provide Water Points for the Force across the mission area.
66. Contingents are responsible for the transportation of raw and treated water according to the MOU.

NOTE: It may be noted that upon installation of the water purification units, contingents are responsible for testing and certifying that the purified water meets the WHO standards and is fit for human consumption.

67. Raw water. The UN will provide raw water to contingents. A water source (ground or surface) will be arranged by the UN at each Sector HQ and Team Site location. In initial cases where raw water is not yet available, the UN will provide treated water.
68. **Water treatment.** Contingents will need to become self-sufficient in treating raw water within 14 days of arrival in the mission area. Accordingly, advance parties of each contingent are encouraged to include fully operational self-sufficiency capabilities for water. Advance parties should have treatment plants operational in time for the arrival of the contingent main body. Depending on raw water quality at each source, contingents will need to treat the raw water to meet at least drinking and possibly all requirements. Contingents will need to bring company-scale water treatment plants that are no less than 1,000 Litres per hour (lph) and up to 2,000 lph. The plants need to meet WHO standards and be capable of basic water treatment processes including sedimentation, filtration and disinfecting. Plant equipment needs to include water storage equipment that is dedicated to the production of treated water. The storage equipment is not part of static water storage capacities. The equipment should enable separate storage for intake raw water and output treated water. The intake storage capacity should be sufficient for a minimum of three days operation. The output storage capacity should be 5,000 litres. TCCs need to include in its contingents, sufficient skilled operators for water equipment. Contingents will need to deploy with all water treatment chemicals either for the duration of the deployment or until a National resupply line is established. The UN will not provide any consumables for TCC wet lease provided water treatment plants.
69. Contingents must be able to supply water to their troops according to the UN Standardized Scale to Assure the Health and Maintain the Duty Performance of Troops. Testing of water to ensure it meets WHO standards is a TCC responsibility.

Type	Quantity
Safe Drinking Water (WHO Guidelines)	Potable Water 4.5 Litres/person/day
Treated Bulk Water for cleaning, shower, ablutions and other uses	80.0 Litres/person/day

70. The scales of issue can vary with climatic conditions. In regions with an extreme environment, the requirement may be further increased, particularly if heavy work is to be done.
71. **Water transport.** Contingents will need sufficient water trucks to transport raw water from the source to contingent camps in addition to any other water transport tasks, such as internal distribution. Water trucks are not to be used as part of the TCC water storage plan.
72. **Water storage.** Contingents will need separate static water storage for drinking and bulk water. Storage capacities need to be sufficient for a minimum of 170 litres per person. Static storage capacities should exclude any water truck capacities and any water storage equipment that is dedicated to the production of treated water. All storage equipment is to be made only with acceptable food-grade materials, that is, materials approved for water equipment not adversely affecting health. The UN will be responsible for a separate reserve of drinking water for emergency purposes.

1.8.2.7 POL

73. Mission HQ will arrange a commercial contract for the supply, storage and delivery of bulk POL for vehicles, aircraft, and other fuel using equipment; such as generators and heaters. Precise requirements will be provided by OMS.
74. The storage and internal distribution within the unit, however, is a National responsibility, and must comply with UN regulations for logging and distribution. Odometers (vehicles) and hour-reading meters must be

operational in all vehicles and generators to efficiently track fuel consumption. For efficient record of fuel consumption, UN may install FUEL LOG on all contingent vehicles and equipment.

1.8.2.8 Additional Requirements of Rations, Water, POL and other supplies

- 75. OMS will advise TCCs of any requirement for additional rations, potable water, POL and other supplies to be brought by military units at the time of initial deployment.

1.9 Accommodation

1.9.1 Contingent

- 76. Most military units are expected to be fully self-sustained in the category of tentage (as per COE Manual) at least for the first six months of their arrival. The UN will provide hard walled/ semi rigid accommodation as soon as possible for those units whose roles involve operations from generally static locations. Once the UN provides accommodation, contingents will not be reimbursed for tentage, unless they or elements of them are required for operational reasons to reoccupy contingent supplied tentage. However if the UN is unable to provide permanent, rigid or semi-rigid after six months in tents, TCCs will be entitled to be reimbursed according to the procedures contained in the COE Manual 2002, as amended.

1.9.2 Military Observers (UNMOs)

- 77. In accordance with the Guidelines for Military Observers in DPKO the UNMOs are responsible for boarding and lodging, local transportation and catering. To cover for the costs the UNMOs receive a Mission Subsistence Allowance (MSA). Depending upon the security situation, availability of local resources and policy of the SRSG, UNMOs may be required to live and eat in UN provided accommodation and catering facilities. In such a case, necessary deductions from the MSA will be made in accordance with the UN rules and regulations.

1.9.3 Staff Officers (SOs)

- 78. The responsibility for boarding and lodging, local transportation, catering, and other self-sustainment categories for Staff Officers assigned to the Force HQ rests with the UN or the TCC, in accordance with the MOU.
- 79. Conditions of Service for Staff Officers are under review. TCCs will be advised of changes when approved.

1.9.3.1 Office

- 80. The contingents are expected to be self sustained in this category as per the standards laid out in the COE manual. This will be confirmed during MOU negotiations.

1.9.3.2 Electrical Power

- 81. The UN will provide electrical power either through a regular power source or through major generators for UN staff facilities (catering, office and accommodation) for UN civilian staff, CIVPOL and UNMOs.
- 82. Contingents are required to be self sustained in the category of Electrical in accordance with the COE Manual. Contingents will be asked to provide their own major power generators (20 KVA and above) as per the requirement and will be reimbursed separately for those generators as major equipment at the rate laid down in the COE Manual 2002, as amended.
- 83. The UN will provide fuel for generators.

1.10 Other Categories of Self-Sustainment

- 84. Contingents are generally expected to be self sustained in all appropriate categories of self-sustainment except Field Defense Stores as, per the COE Manual 2002, as amended, unless otherwise agreed in the MOU. These categories include Catering, Communications, Office, Electrical, Minor engineering, EOD

Laundry and Cleaning, Medical (basic and level I or as decided), Observation and Miscellaneous General Stores.

1.10.1 Allocation of UN Transport

85. UN procured or hired vehicles will be issued to Mission elements based on decisions of the Mission Vehicle Establishment Committee. Vehicles will normally be issued from a motor pool on a "single trip" basis. Permanent issues to single users will be limited to only those situations where this is the most economic and efficient use of the available assets. Units are expected to deploy with sufficient vehicles to conduct their administrative and operational tasks.

1.10.2 Authorized Use of UN Vehicles

86. Restrictions on the use of UN transport will be as follows:
- The use of all UN vehicles is restricted to UN Mission members. In exceptional circumstances, personnel who are not members of the mission may be authorized to travel as passengers in UN vehicles by the DOA/CAO only;
 - Authorization to be requested in advance.
 - Authorization only in writing by following UN guidelines on transportation of non-UN personnel. Authorization is to be accompanied by a "Waiver Form" signed by non-UN personnel authorized to travel in UN vehicles/aircraft. Waiver Forms may be obtained through the office of the Chief Transportation Officer (CTO).
 - No person shall operate a UN vehicle unless he/she is in possession of a valid UN driving permit. A potential driver of a UN vehicle must hold and be able to produce for inspection, a valid National, international, or National military driver's license to qualify for a UN driver's permit. The validity of international licenses should be checked against the National license on which they are based. Furthermore, CTO will ensure that the expiration date of an issued UN driver's permit conforms to the validity/expiry date of the applicant's current National driver's license.
87. The issuing authority for UN driving permits in the Mission is the CTO, who will normally arrange for the necessary testing of all mission personnel requiring a permit. In areas outside Headquarters, Commanding Officers, through their Motor Transport Officers, may be authorized to issue permits to their personnel after ensuring that they have been properly tested and otherwise meet the qualifications required by the UN. The Motor Transport Officer should report to the CTO as soon as possible after his/her arrival in the mission area for a briefing on the subject of control and use of UN vehicles before he/she is authorized by the CTO to process applications for UN driving permits. The Motor Transport Officer of each contingent shall also be tested and have his/her UN driving permit issued by the office of the CTO.
88. In view of the particular nature of specialized military equipment and Armored Fighting Vehicles (AFVs), the issuance of a driver's permit for such vehicles and equipment to qualified military operators shall be in strict accordance with their established National Military regulations but still subject to registration and issue procedures through the office of the CTO.
89. All UN drivers shall comply with the local rules of the road applicable in the mission area, including all road traffic regulations issued by the Mission.
90. UN driving permits shall be withdrawn from personnel found to be driving under the influence of alcohol or drugs and from personnel who commit serious traffic violations or whose driving habits indicate lack of competence or sense of responsibility. In the case of UN vehicle accidents involving members of National contingents, the UN may seek reimbursement for loss, or damage to UN owned property, including vehicles, from the driver's National Government if such loss or damage (a) occurred out side the performance of the driver's official duties, or (b) arose or resulted from the gross negligence or willful misconduct of the personnel concerned.

1.10.3 Repair and Recovery

91. The Mission will arrange repair and recovery facilities for all UN-owned vehicles. Repair parts for UN issued vehicles will be provided through UN arranged contracts and, in case of new vehicles, these will be delivered to the mission with the vehicles. All contingents are to deploy with integral repair and recovery capability to conduct the level of repair and recovery for Contingent-owned vehicles as required by the MOU, plus recovery capability to provide support to all vehicles of other TCCs as well as including UN-owned vehicles operating in the AOR.

1.11 Administrative Matters

1.11.1 Working Hours

92. The Head of the Military Component (FC, CMO, CMLO) shall establish the hours of work and official holidays for military staff, in consultation with the CAO/DOA.

1.11.2 Leave

93. UN military staff on mission are entitled to the following leave on the understanding that it is to be taken as actual leave without any cash compensation *in lieu* of leave not used:

Member Status	Leave entitlement	CTO provisions
Staff Officer Contingent member	15 days in a six month period – accruing at 2.5 days per month in mission area	Nil
UNMOS CIVPOL	12 days maximum – accruing at 1.5 days per month in the mission area	Six days after each 30 days of continuous duty

Compensatory Time-Off (CTO) is not applicable to military contingents or staff Officers.

1.12 Financial Arrangements

94. The funds for each peacekeeping operation are approved only with an established Security Council mandate for that mission, and only cover the cost of running the operation for the given mandate period. Stores and equipment cannot be procured until the appropriate UN legislative bodies have approved funds. Only the DOA/CAO is authorized to commit UN funds for any purpose.

1.12.1 Financial Liabilities

95. TCCs may be required to reimburse the UN either partially or in full for any financial loss suffered by the UN as a result of negligence, misconduct, or the violation of any regulation, rule or administrative instruction, on the part of contingent member(s).

1.12.2 Currency Exchange

96. Currency regulations vary from country to country. Mission HQ will therefore issue regulations for currency exchanges, in order to ensure that National currency regulations are respected in the mission area, and also in neighboring countries which contingent members may visit on leave or on duty.

1.12.3 Mission Subsistence Allowance (MSA)

97. UNMOS are considered experts on mission within the meaning of Article VI of the Convention on Privileges and Immunities of the UN (1946). They enjoy the privileges, immunities and facilities specific

that article and those of the Status of the Mission (or Forces) Agreement wherever they perform missions for the UN. These privileges and immunities are granted in the interest of the UN and not for the personal benefit of individuals. The Secretary-General has the right and duty to waive the immunity in any case where, in his opinion, the immunity would impede the course of justice. Such a waiver shall be without prejudice to the interest of the UN.

98. MSA is designed to cover the cost of boarding and lodging, local transportation and other incidental expenses and constitutes the total UN contribution towards such costs. The rates of subsistence allowance for different Missions, which are subject to change, are mentioned in the Mission Specific Guidelines to the MS. Where food and/or accommodation are provided by the UN Government or any related institution, the mission subsistence allowance will be reduced accordingly.

1.13 Repatriation of Individuals

1.13.1 Repatriation on Compassionate Grounds

99. The FC may recommend in writing to the SRSG, the repatriation of individuals on compassionate grounds, at the UN expense. Upon such a recommendation, the CAO/DOA will make the necessary travel arrangements, together with a report to UN HQ New York for recording purposes. Grounds for compassionate repatriation may include:
- Critical or dangerous illness or injury of a close family member having a relation of the first degree (parent, spouse or child);
 - Critical or dangerous illness or injury of a brother, sister or other close relative who was the sole surviving relative of the individual; and
 - Attending the funeral of one of the above-mentioned.

100. Repatriation of an individual on compassionate grounds will normally be considered as constituting the completion of his/her tour of duty. The UN will pay one-way commercial travel upon recommendation by the FC and approval by the CAO/DOA. If the individual subsequently returns to the mission area, or when the TCC provides a replacement, it will be the TCCs responsibility to pay for the travel of the returning individual or of the replacement to the Mission area.

1.13.2 Repatriation on Disciplinary Grounds

101. The SRSG in coordination with FC may recommend in writing the repatriation of individuals on disciplinary grounds at the TCCs' or UN expense, depending upon the nature of the case. It will be the TCCs responsibility to pay for the travel of both the repatriating individual and the replacement to the Mission area. The UN would pay only if such repatriation is determined to be in the best interests of the Organization. Upon such a recommendation, the CAO/DOA will make the necessary travel arrangements, together with a report to UN HQ New York for recording purposes.

1.13.3 Medical Repatriation

102. Contingent members / military personnel may be repatriated to their home country if they are assessed to be unfit for duty for the next 30 days, or if they require treatment that is not available in the mission.
103. When a UN member is repatriated for medical reasons, the UN will cover all travel costs, both for him and his replacement.
104. The evacuation and/or repatriation out of the mission area of any contingent member to their home or a third country as a result of a pre-existing medical, dental and/or psychiatric condition shall be at National expense if this results from inadequate medical, dental and/or psychological screening prior to deployment to the mission area. In circumstances where disease, injury or death results directly from such pre-existing conditions, the UN may not be liable for any compensation to be paid for such disease, injury or death.

1.13.4 Death of a Member

105. In the unfortunate event of the death of a member while serving in a UN mission, all costs associated with the return of the remains to the home country and travel of a replacement to the mission area will be borne by the UN.

1.14 Death and Disability Claims

106. Guidelines for the submission of death and disability claims can be found in General Assembly document A/52/369 of 17 September 1997.

1.15 Information Requirements

107. The Permanent Mission of each TCC is requested to provide OMS as soon as possible with the following information:

- a. Address in the home country to which the basic items of UN identification (berets, metal hat badges, shoulder patches and scarves) should be air-freighted;
- b. Load details of air and sea shipments;
- c. List of equipment and stores being provided including vehicles by type and quantity (with weights and overall dimensions);
- d. List of equipment and/or stores the National authorities are unable to provide;
- e. Special postal address in the home country;
- f. Copy of the National ration scale;
- g. List of the personal clothing, gear and equipment as well as personal weaponry and ammunition, which are issued under National regulations to a member of the contingent; and
- h. Point of contact with the Military Headquarters of the home country with the authority to deal direct with OMS on deployment/redeployment details, including name, rank, telephone, fax number and an indication for hours when available.

PART 2PERSONNEL

2.1 General

108. TCCs are responsible for the proper preparation of soldiers and officers for the deployment in the theatre of operations. The preparation of the troops does not only comprise the provision of training for the military aspects of the task to be performed, but also will encompass medical preparations, etc.
109. All personnel deployed, as part of the Mission will come under the operational control of the FC. The FC is empowered to issue orders and instructions consistent with the resolutions of the appropriate organ of the UN relating to the Mission. Such orders may be revised from time to time as the FC sees fit.

2.2 Training Requirements

110. All personnel being considered for deployment within the Mission area of operations should be physically fit and are trained in the basic infantry skills. Special attention should be given to the performance of duties under circumstances the Mission climate.
111. Units and military personnel destined for the participation in Peacekeeping operations should, as a minimum, receive the following training in addition to UN DPKO's Standardized Generic Training Module (SGTM) 1;
- a. Basic individual and collective infantry training up to and including company level, with special attention for weapons training (small arms, heavy machine gun/small cannon/turret weapons, and short and medium range antitank weapons), basic cordon and search procedures. Mounted infantry units are also to be trained in the use of helicopters;
 - b. Briefings on the Rules of Engagement (ROE) to be observed by the Mission, rules of impartiality and honesty, rules for behavior and techniques on how to react when being obstructed by hostile elements;
 - c. Instructions on the mandate and organization of the Mission and the area of operations;
 - d. Instructions on geographical, historical and cultural background of the local inhabitants of Sudan and neighboring countries, including the origins of the current situation, religious aspects, customs and taboos, etc;
 - e. Conduct of Personnel and prohibition of any kind of abuse or exploit of individual members of the local population, in particular, women and children, and UN 'zero-tolerance' policy in this regard. Exercises in short and longer term manning of operational checkpoints and patrol missions (including the use of night vision equipment), basic communication and voice procedure training;
 - f. Basic map reading; and
 - g. Shelter building and fortification training with emphasis on:
 - i. Sufficient protection (thickness of wood) against different kinds of weapons;
 - ii. Use of sandbags;
 - iii. Use of concertina wire;
 - iv. Use of different blast walls;
 - v. Reinforcing buildings;
 - vi. Different kinds of shelters (concrete, containers, corrugated iron sheet, etc);
 - vii. Behavior in shelters during attack; and
 - viii. Knowledge of large timbers as supports.
112. All UNMOS and staff officers will be tested in the following skills upon deployment to the mission area and therefore should be:

- a. English speaking (or French in Francophone missions);
- b. Able to pass UN Driving Test;
- c. Able to communicate on radio both HF and VHF;
- d. Able to use maps and GPS and
- e. Able to use a PC.

NOTE: Failure in any of the above skills may lead to repatriation of the UNMO or staff officer at the national expense. Deployment of replacement of such an individual will also be at the national expense.

113. It is essential that all personnel are fully trained in the following:
 - a. First aid;
 - b. General field hygiene, including water purification;
 - c. Prevention of climatic injury;
 - d. Sexually transmitted diseases, HIV awareness and prevention;
 - e. Gender awareness; and
 - f. International Humanitarian Law (Geneva Conventions and Protocols).
114. Each unit should have an identified HIV / AIDS counselor/trainer focal point and contingents should be deployed with their National HIV / AIDS training materials.

2.3 Conduct of Personnel

115. The UN Organization embodies the aspirations of all people of the world for peace. In this context, the UN charter requires that all personnel must maintain the highest standards of integrity and conduct.
116. The standards summarized below reflect the standards included in various official documents of the UN, in particular, the UN Charter and Staff Regulations and Rules. A code of personal conduct for "Blue Helmets" will be distributed to Mission personnel. However, these guidelines are issued as a reminder to all categories of personnel in UN Peacekeeping Operations of the high standards they are required to maintain in both their official and personal activities.
117. All personnel serving in UN Peacekeeping Operations and related missions ("UN mission personnel") must follow instructions received from the Head of the Mission, or his/her authorized delegate, who represents the Secretary - General and must not accept instructions from sources external to the Organization.
118. In exercising their official duties in the country in which they are serving, UN Mission personnel must:
119. Perform their duties with the interests solely of the UN in view, acting so as to recognize the needs and interests of the host country and its people, and acting with strict impartiality, integrity, independence and tact in all their dealings;
120. Not abuse or exploit individual members of the local population, in particular, women and children;
121. Neither solicit nor accept any material reward, honor or gift from any source other than the Organization;
122. Treat UN property, especially vehicles and communications equipment, with care and must not trade, sell or use such equipment for personal benefit;
123. Exercise utmost discretion in all matters of official business and must keep confidential all information and material designated as confidential; and
124. Show courtesy and respect to all other UN mission personnel regardless of their creed, gender, rank or origin.
125. In their private life, UN Mission personnel must:
126. Ensure that their conduct will not discredit the mission and not damage its credibility, effectiveness and image, in particular by meeting all their financial obligations in the host country before departing;

- 127. Not engage in excessive consumption of alcohol or abuse or traffic in drugs or any other illegal substances; and
- 128. Show respect and courtesy towards all the population, and for their laws, customs and traditions.

2.3.1 Gender Balance and Gender Mainstreaming

- a. To ensure adherence to the provisions stipulated in Security Council resolution 1325 (2000) on women, peace and security. The resolution reaffirms the important role of women in the prevention and resolution of conflicts and in peace-building, stresses the importance of their equal participation and full involvement in all efforts for the maintenance and promotion of peace and security, and the need to increase their role in decision-making with regard to conflict prevention and resolution. Moreover, it recognizes that an understanding of the impact of armed conflict on women and girls, together with effective institutional arrangements to guarantee their protection and full participation in the peace process, can significantly contribute to the maintenance and promotion of international peace and security.¹
- b. To ensure that all personnel are briefed on provision of 1325 prior to deployment.
- c. To ensure the participation of female military personnel in all contingents (minimum 2 per cent), particularly in strategic positions requiring female personnel, such as: search and cordon; demobilization of female combatants; patrols and; elections monitoring.
- d. To promote a conducive and respectful environment for both female and male military personnel, by ensuring provision of adequate medical facilities, services and supplies for men and women, and establishing mechanism to ensure protection from sexual harassment.
- e. To ensure that female military personnel are given challenging and fulfilling tasks, on par with their male colleagues, which can contribute to advancing their careers.

¹/ Mainstreaming gender in peacekeeping activities entails the full incorporation of gender perspectives into all peacekeeping activities, from the initial stages of ceasefire negotiations and the establishment of mandates for peacekeeping operations, to post-conflict situations. Gender Mainstreaming requires ongoing review and analysis of the policies and interventions of peacekeeping missions to ensure that the perspectives, priorities and aspirations of women and men are integrated into all functional areas of the mission's work.

PART 3UN MEDICAL STANDARDS FOR PEACEKEEPING MISSIONS

129. Personnel assigned to peacekeeping/special missions are exposed to hazardous conditions not normally associated with peacetime service. Moreover, due to a stressful and changed working environment, there is a potential of aggravation of any pre-existing medical conditions. Therefore, special considerations should be given to patients with a history of medical problems.

3.1 Medical Standards**130. Medical Standards**

- a. When examining members for service in a peacekeeping/special mission area, it must be borne in mind that they may be required to serve where unfamiliar diseases are endemic, where sanitation may be sub-standard and amenities few. They may be required to travel on foot and live in primitive conditions. Recreational facilities may be scarce.
- b. Physicians shall make their assessment on the basis of medical history, physical examination, laboratory and x-ray results, and an estimate of personality characteristics.
- c. Special considerations shall be given to members with a history of the following conditions, who may function well in a relatively sheltered service environment but may prove to be a medical liability in a peacekeeping mission assignment.

3.2 Physical Conditions**131. Physical Conditions**

The following conditions are generally considered as precluding service in peacekeeping areas, but must be carefully assessed on an individual basis, taking into account the severity of the condition and the particular area for which the member is being examined:

- a. Hypertension requiring medication;
- b. Diabetes Mellitus requiring medication;
- c. Any known heart disease;
- d. Any chronic illness requiring regular medication(s);
- e. Any immuno-compromised condition, including AIDS
- f. Known allergy to or intolerance of anti-malarial medication;
- g. Past history of alcohol dependence or psychiatric disease

3.3 Immunization Policy

132. The United Nations recommends the vaccination and chemo prophylaxis requirements within a mission area, which should be the minimum observed by all TCC. These requirements are divided into those that are:
- a. Mandatory: Vaccination that is required to meet international health regulations or national requirements stipulated by host country for travel into the mission area (e.g. Yellow Fever). A special case has been made for Yellow Fever vaccine in view of its high cost, where reimbursement is through the submission of claims for actual costs.

- b. Recommended: Vaccination that is recommended by DPKO for travel to the region (e.g. Hepatitis A, Japanese Encephalitis, Meningitis). While most recommended vaccines are covered under reimbursement for troop cost, a special case has been made for Japanese Encephalitis in view of its high cost, whereby reimbursement is through the submission of claims for actual costs.
- c. Standard/Childhood: Standard vaccinations including boosters are provided routinely to the general population and to military personnel and are not specific to peacekeeping (e.g. Diphtheria, Pertusis, Tetanus, Poliomyelitis). These vaccines remain a national responsibility.
- d. Optional: Additional vaccinations that are administered as a national requirement, but which are not mandatory for entry into the mission area under international or host country health regulations, and which have not been specifically recommended by DPKO. (e.g. Rabies, Anthrax and Seasonal Human Influenza). Such vaccinations will not be reimbursed by the UN.
- e. Special Case: Additional vaccinations or drugs that are required against new or emerging infections encountered in the mission area, that are not reimbursed under previous categories (e.g. the antiviral drug Ribavirin for Lassa Fever, and Oseltamivir or Tamiflu for avian influenza). These will be provided by the UN, or reimbursed through the submission of claims for actual costs.
- f. It is a national responsibility to ensure that all personnel have received at least the initial dose of all mandatory and recommended vaccinations before deployment into the mission area. The immunization status of each individual is to be properly documented for monitoring by the respective contingent doctor. Where applicable, each member of the contingent is to be provided with the WHO International Certificate of Vaccination, or its national equivalent.
- g. Should a multiple dose immunization regimen not be completed prior to deployment, the UN has the responsibility for subsequent vaccinations, including administration of booster doses, if required. The UN will recover the costs of vaccines from the TCC.
- h. Should troops deploy into a mission area without mandatory or recommended vaccinations, this will be provided by the supporting medical unit, but all costs incurred will be deducted from the reimbursement to the TCC. The Chief Medical Officer is required to submit a record of all vaccinations administered in the field, indicating the names, UN ID numbers and nationalities, as well as the types and doses of vaccinations given.
- i. Failure to follow UN-recommended immunization and chemo prophylaxis policies may result in the denial of entry into the host country, as well as rejection of any resulting medical claims and compensation.

PART 4**HIV TESTING POLICY FOR UNIFORMED PEACEKEEPERS****4.1 Introduction****133. Introduction**

- a. The transmission of Human Immunodeficiency Virus (HIV) among peacekeepers and host communities is a concern for the UN Department of Peacekeeping Operations (DPKO). Populations already suffering the devastation of war may be especially vulnerable to the virus. HIV is preventable if reasonable precautions are taken, but there is no cure. DPKO has developed pre-deployment 'Standardized Generic Training Modules' as well as in-mission HIV/AIDS awareness training and prevention programs. Abstinence in the field is encouraged; however, male and female condoms are made available and missions distribute to contingents and UN personnel. Treatment for common sexually transmitted infections (STIs) is also available. This document outlines DPKO's policy with regard to HIV testing of uniformed peacekeepers.
- b. The United Nations' HIV testing policy has to conform to international human rights norms, in particular the principle of non-discrimination and the application of the 'least intrusive' means to achieve the demonstrably justified objective of preventing the transmission of HIV.
- c. DPKO supports the right of the individual to know his/her HIV-status without fear of personal or professional discrimination. An HIV test should be accompanied by pre and post test counseling. Providing the scope for individuals to make informed and independent decisions to find out their HIV status is a critical component in influencing behavior and preventing further transmission.
- d. In line with UN Security Council Resolution 1308 (2000), DPKO strongly supports a policy of Voluntary Confidential Counseling and Testing (VCCT). The UN does not require that individuals at any time be tested for HIV in relation to deployment as peacekeepers.
- e. The UN is cognizant of the fact that some troop contributing countries (TCCs) have a mandatory testing policy and do not deploy HIV positive personnel. DPKO respects this National requirement.

4.2 HIV Testing**134. HIV Testing****a. Pre-deployment**

- i. The sole medical criterion for the deployment and retention of a peacekeeper is fitness to perform peacekeeping duties during the term of deployment. In accordance with current medical and human rights guidelines, the HIV status of an individual is not in itself considered an indication of fitness for deployment in a peacekeeping mission. An HIV test is therefore not required by the United Nations.
- ii. Individual fitness must be determined by a thorough pre-deployment medical examination/service medical assessment, which is the responsibility of the TCC. National medical standards are employed to determine fitness, but as a rule UN medical standards, according to the policy of the Medical Services Division and DPKO, are the minimum acceptable for deployment in any peacekeeping operation. The medical examination must exclude those individuals showing signs of active disease, including clinical signs of immunodeficiency, such as Acquired Immune Deficiency Syndrome (AIDS).
- iii. Individuals in mission who are in non-compliance with the overall standards stated in the guidelines for pre-deployment medical examination should be repatriated. Proof of having passed the obligatory medical examination should be available on request by Medical Support section, DPKO or the Mission's medical representative.
- iv. Repatriation is at the cost of the UN if the change in medical status has clearly occurred while the mission.

- v. Repatriation is at the cost of the TCC where deployment of the individual has clearly been in breach of the guidelines.
- vi. Individuals in mission who are in non-compliance with the overall standards stated in the guidelines for pre-deployment medical examination should be repatriated.
- vii. Repatriation is at the cost of the UN if the change in medical status has clearly occurred while in the mission.
- viii. Repatriation is at the cost of the TCC where deployment of the individual has clearly been in breach of the guidelines.
- ix. The UN does not exclude HIV-positive personnel from serving in a mission because of their HIV-status. DPKO does require that all uniformed peacekeepers be offered VCCT prior to deployment. This should not be interpreted as a requirement for mandatory testing. That VCCT has been made available should be stated in the certificate of health.

b. In-Mission

- i. The mission must ensure that all UN personnel, including uniformed personnel, in the mission area have access to VCCT, including pre and post test counseling, at no cost to the individual.
- ii. HIV testing requires the informed signed consent of the individual and must be accompanied by counseling.
- iii. Where HIV status is important in the choice of medical treatment, or the patient is unconscious, special provisions will be defined in OMS guidelines on VCCT.
- iv. In mission areas, confidentiality regarding both the request for a test and the test result must be maintained. Results are 'medical-in-confidence' and may only be shared with the consent of the individual. The National policy of the medical facility provider or that of the individual's nation cannot override the stated rules of confidentiality.
- v. The UN strongly encourages that VCCT be available to all peacekeepers upon their return home.

4.3 HIV/AIDS Counselors

135. HIV/AIDS Counselors

- a. It is strongly recommended that TCCs deploying more than 200 peacekeepers in a mission include at least one HIV/AIDS focal point in the contingent, certified to provide pre- and post test counseling.
- b. Missions should have at least one international and one locally employed counselor to provide counseling out of UN owned facilities. Both male and female counselors should be available.
- c. All missions must designate one female and one male medical personnel or a female counselor to be responsible for care, counseling and support in cases of sexual violence or rape. This service must be available at all times.

4.4 Exposure to blood

136. Exposure to blood

- a. In order to avoid unnecessary exposure to HIV and other diseases transmitted through blood and other bodily fluids:
- b. All blood and blood products must come from sources that meet WHO requirements. Mission hospitals must maintain stocks accordingly;
- c. Hospitals must maintain quality-assessed sterilization of all medical equipment. Injection and suture needles must be single use only and disposed of as hazardous waste; and
- d. All UN first-aid kits must acknowledge the need to protect from exposure to blood and other bodily fluids and must include rubber gloves and resuscitation ('mouth-to-mouth') masks.

- e. It is the responsibility of the Force Medical Officer (FMO) and/or the Chief Medical Officer (CMO) in the mission to order and ensure that post-exposure prophylaxis (PEP) kits, for occupational exposure and in cases of sexual assault, are available and distributed to UN clinics and level II's and III's (or equivalent). The kits are to be funded through the mission budget.
- f. The FMO and/or FC must ensure that staff, including uniformed medical personnel, is informed about the PEP kits and policy of use.

4.5 Review of Policy

137. Review of policy

- a. This policy is based on currently available qualitative and empirical data. The DPKO's Office of Mission Support shall review it regularly, in consultation with UNAIDS, to take into account any developments in medical treatments and recommendations with regard to HIV and AIDS.

Acronyms and Definitions

Acronyms	Definitions
AIDS	Acquired Immune Deficiency Syndrome, a disease where the body's ability to resist infections and other conditions, for example cancer, is impaired.
Confidential	Information known only to the individual concerned and the persons with whom s/he chooses to share.
Counseling	Formalized system for advice relating to the decision to take an HIV test and the follow up of the result.
HIV	Human Immunodeficiency Virus. It causes AIDS.
Mandatory	Where an individual has no say in whether or not a test is to be performed.
Medical-in-confidence	Information can only be shared between the doctor and the patient and between treating physicians if deemed beneficial to the patient.
Mission	The peacekeeping mission.
PEP	Post Exposure Prophylaxis, testing and treatment package for use where there may have been accidental exposure to HIV.
Testing	Test to directly or indirectly show HIV infection.
UNAIDS	Joint United Nations Programme on HIV/AIDS.
Voluntary	Where an individual by his/her free will chooses to undergo a test.
VCCT	Voluntary Confidential Counseling and Testing.
WHO	The World Health Organization.

PART 5PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE

138. The Secretary-General's policy of zero tolerance for sexual exploitation and abuse by UN personnel will be fully implemented. UN personnel must strictly abide by the established rules and regulations of the Organization. UN personnel must act with the highest standards of integrity and conduct both in the performance of their official duties and in their private lives. UN personnel must be sensitive to local customs, traditions and cultures, and demonstrate respect for the local population, particularly women and children.
139. In accordance with UN rules and regulations (Secretary-General's Bulletin/ST/SGB/2003/13 dated 9 October 2003), any act of sexual exploitation or abuse by members of military components constitutes an act of serious misconduct and is strictly prohibited. The following acts are specifically prohibited:
- a. Any exchange of money, employment, goods, services or any other form of consideration for sex, including sexual favors or other forms of humiliating, degrading, exploitative or abusive sexual behavior. The public solicitation of any such act shall be considered as an aggravating circumstance;
 - b. Any sexual contact, or activity with a child, i.e. any person of either sex under the age of 18, whether consensual or non-consensual, regardless of the age of majority or age of consent locally. The mistaken belief in the age of the person cannot be considered as a defense;
 - c. Any other sexual misconduct that has a detrimental effect on the image, credibility, impartiality or integrity of the UN.
140. In accordance with international law and DPKO policy, no members of military components shall be involved in the trafficking in persons. Trafficking in persons shall mean the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labor or services, slavery or practices similar to slavery, servitude or the removal of organs.
141. Appropriate mechanisms will be instituted for the reporting of allegations of misconduct by UN personnel as outlined in the DPKO Strategy on Sexual Exploitation and Abuse and for conducting investigations. A dedicated communications channel will be established to receive allegations made against UN military personnel. Clear procedures and guidelines for the investigation of all such complaints will exist.
142. Any proven violation may lead to disciplinary measures, which may include termination of employment and/or repatriation from the mission area.
143. Military personnel - whether HQ or NSE personnel, or members of a National contingent - must realize that proper military discipline is crucial to the success of the mission in which they partake. This discipline is at all times reflected in the appearance, bearing and behavior of the individual soldier.



(signed)
Jean-Marie Guéhenno
Under Secretary-General
for Peacekeeping Operations

Annex

UNDOF BACKGROUND, MANDATE
AND BROAD CONCEPT OF OPERATIONS

Background

1. In November 1947, the UN conceived a plan to divide Palestine into two states, one Jewish and one Arab. Since the declaration of the independence of the State of Israel in 1948, this part of the Middle East has seen a succession of wars between Israel and her Arab neighbours. As a result thousands of Palestinians fled to neighbouring Arab countries, and Israel, on cessation of hostilities, was left in possession of more territory than had been allotted it under the UN plan for partition. One of the Middle East wars was erupted on 6 October 1973 between Egyptian and Israeli forces in the Suez Canal area and the Sinai, and between Israeli and Syrian forces on the Golan Heights. In the Israel-Syria sector tension remained high, and from March 1974 the situation became increasingly unstable. Against this background, the United States undertook a diplomatic initiative, which resulted in the conclusion of an Agreement on Disengagement (S/11302/Add.1, annexes I and II) between Israeli and Syrian forces. The Agreement provided for an area of separation and for two equal zones of limited forces and armaments on both sides of the area, and called for the establishment of a United Nations observer force to supervise its implementation. The Agreement was signed on 31 May 1974 and, on the same day, the Security Council adopted Resolution 350 (1974) by which it set up the United Nations Disengagement Observer Force (UNDOF).

Mandate

2. The Security Council in its Resolution 350 (31 May 1974) decided that UNDOF acting under Chapter VI of the UN Charter will have the following mandate:

- (a) To maintain the ceasefire between Israel and Syria;
- (b) To supervise the disengagement of Israeli and Syrian armed forces;
- (c) To supervise the Areas of Separation and Limitation.

3. In order for the initial deployment of the force to be agreed upon between the parties, a considerable amount of compromise and ambiguity had to be included in the mandate. The circumstances surrounding UNDOF have never permitted a detailed, rigid and doctrinaire approach to operations. The limitations of the mandate, the sensitivities of the host nations, and the wide international interest in the Golan Heights demand that every question be dealt with as a separate case. At the same time, a certain degree of consistency is required to maintain credibility with the parties and stability on the Golan. The Agreement on Disengagement between Israeli and Syrian Forces states both sides will refrain from "military actions" against each other. This term has not been specifically defined and UNDOF considers any non-economic activity which could have tactical application as a violation of the Agreement. Final decision on whether a violation will be protested will be taken by the Force Commander based on past practice and the special circumstances of each case.

4. UNDOF is entirely deployed within and close to the area of separation, which is some 80 kilometres long and varies in width between approximately 10 kilometres in the centre to less than one kilometre in the extreme South (see Annex D). The terrain is hilly and is dominated in the North by Mount Hermon. The highest United Nations position is at an altitude of 2,800 metres. The area of separation is inhabited and is policed by the Syrian authorities. No military forces other than UNDOF are permitted within the area of separation.

5. From its various positions and through its patrols, the Force supervises the area of separation and intervenes whenever any military personnel enter or try to operate therein. This is effected by means of permanently manned positions and observation posts, by foot and mobile patrols operating at irregular intervals by day and night on predetermined routes. On each side of the area of separation there is one area of limitation with three zones, one 0 to 10 kilometres, one 10 to 20 kilometres and one 20 to 25 kilometres wide (see Annex E). UNDOF inspects these areas every two weeks in order to ascertain that the agreed limitations in armaments and forces are being observed.

Situation.

6. The overall situation level in the UNDOF Area of Operations (AO) remains calm, with both sides of the Area of Separation at reduced levels. Incident, tension and activity levels remain low, (with the usual exception in area 06A along the Blue Line where tension levels are assessed as medium). In the area of operations, especially in the AOS, mines continued to pose a threat to UNDOF personnel and local inhabitants. Due to the age of the mines and their deteriorating explosives, this threat has in fact increased. UNDOF accomplishes its mission by maintaining continuous surveillance from fixed positions and OPs over the AOS (Annex C), detecting over-flights of the AOS and detecting all types of fire crossing or impacting in the AOS. UNDOF also monitors entry into the AOS to deny access to unauthorized personnel. In addition, patrols in the AOS and AOL, inspections in the AOL, and the deployment of investigation teams and Rapid Reaction Patrols (RRPs), Ready Reaction Groups (RRGs) and Special Task Service (STS), as required, ensure positive control by UNDOF. In consultation with the Syrian authorities, UNDOF instituted a minefield security and maintenance programme in the AOS to identify and mark all minefields. The Force also continues to assist the International Committee of the Red Cross (ICRC) with facilities for mail and the passage of persons through the area of separation and supports the activities of the United Nations Children's Fund to promote mine awareness among the civilian population. Within the means available, medical treatment is provided to the local population on request.

Mission

7. The UNDOF military component with OGG (UNTSO) under Operational Control of FC UNDOF and acting under chapter VI of the Charter of the United Nations will use its best efforts to maintain the ceasefire and to assure that it is scrupulously observed to supervise the Agreement and Protocol with regard to the AOS / AOL.

8. General outline. UNDOF amounting two line Battalions, one logistic battalion, one Military Police (MP) platoon (total current authorized strength is 1047 troops, see Annex B) and integrated OGG (UNTSO) will accomplish its mission by means of static and mobile operations aimed on maintaining continuous surveillance over the AOR in order to prevent any violations from both parties (A/B – side) against the Geneva Agreement.

Military Tasks:

- a. Conduct static and mobile operations in order to maintain ceasefire along all physical or geographical control lines identified by the parties in the cease-fire Agreement and Protocol with regard to the AOS / AOL.
- b. Maintain necessary level of military presence in order to supervise the AOS / AOL with regard to the disengagement of Israeli and Syrian armed forces.
- c. Investigate and report on any alleged cease-fire and disengagement agreements violations in accordance with the protocols determined and agreed with the parties.
- d. In cooperation with OGG (UNTSO) maintain situational awareness of the security situation within the region and submit regular reports in this regard to USG DPKO.
- e. Support the activities of SG appointed regional envoys or special representatives in their development of regional peace initiatives.
- f. Conduct programmes to enforce the Secretary General's policies regarding the education of troops on, and the response to allegations of, sexual exploitation and abuse. All allegations must be promptly investigated and addressed in an even handed manner that reinforces the UN's zero tolerance policy.
- g. Promote and facilitate UN and other international organizations humanitarian activities.
- h. Support UN administrative activities, including the facilitation of UN aircraft clearance within the region.

Rules of Engagement (ROE)

9. The UNDOF ROE is the sole authority for the use of force in the accomplishment of the mandate. The ROE explains attendant policy, principles, responsibilities and definitions. The ROE is to be issued to all military commanders, written in their language as appropriate, and it is the duty of all commanders to ensure every subordinate understands when, how, and what level of force may be used within UNDOF AOR. It is the responsibility of the FC to ensure that all members of the Military component strictly adhere to the ROE and are trained in its application.

Command Arrangements

10. General. UNDOF is an implementing organ of the UN established pursuant to SCR 350 (1974). The command of UNDOF is vested in the Secretary-General (SG) who has delegated overall responsibility for all peacekeeping operations to the Under-Secretary-General for Peacekeeping Operations (USG DPKO). With approval from the Security Council, the SG has appointed a senior military officer as UNDOF Force Commander as the Head of Mission.

11. The Force Commander is to develop and issue a mission level military operation order (OPORDER) and supporting Standard Operating Procedures (SOP). The Force Commander, as Head of Mission, is to provide regular mission situation reports to the SG through the USG DPKO.

12. Military Command. All military members of UNDOF are assigned under operational control (OPCON) of the UNDOF FC. The FC is to establish and maintain a military chain of command for all military units in the mission, making use Chief of Staff (COS), Battalions/Units Commander(s), Force HQ staff and OGG. The FC may delegate authority to act on his behalf through the chain of command.

UNDOF ORGANIZATION

Military staff:
Authorized - 1047

**FORCE
COMMANDER**

<u>Civilian staff:</u>	
National	99;
International	42;
Israeli Staff	8;
Total	149

UNDOF HQ

OPCON
(UNTSO)

OGG
5

OGG-D
33

OGG-T
36

Logistics Division

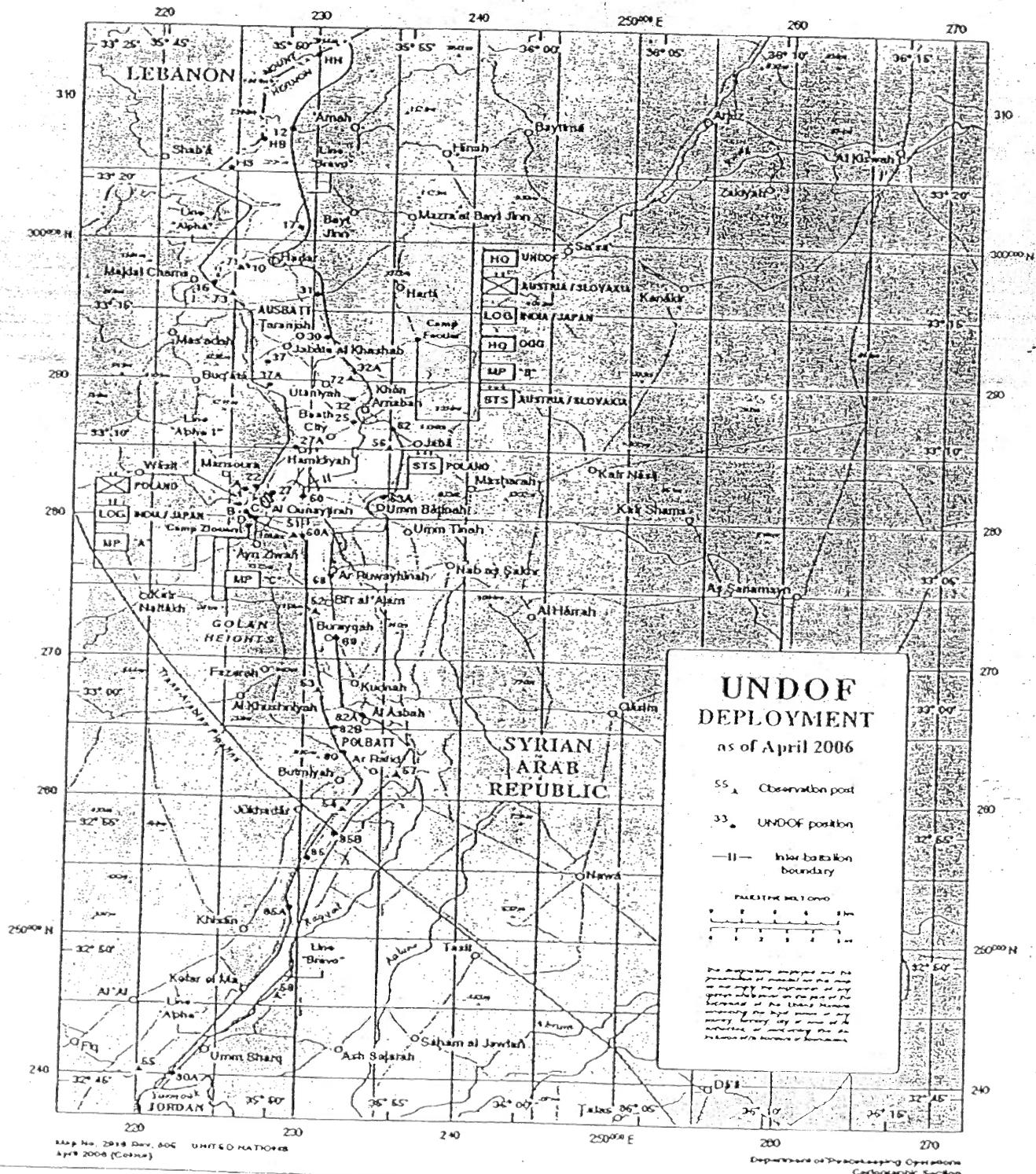
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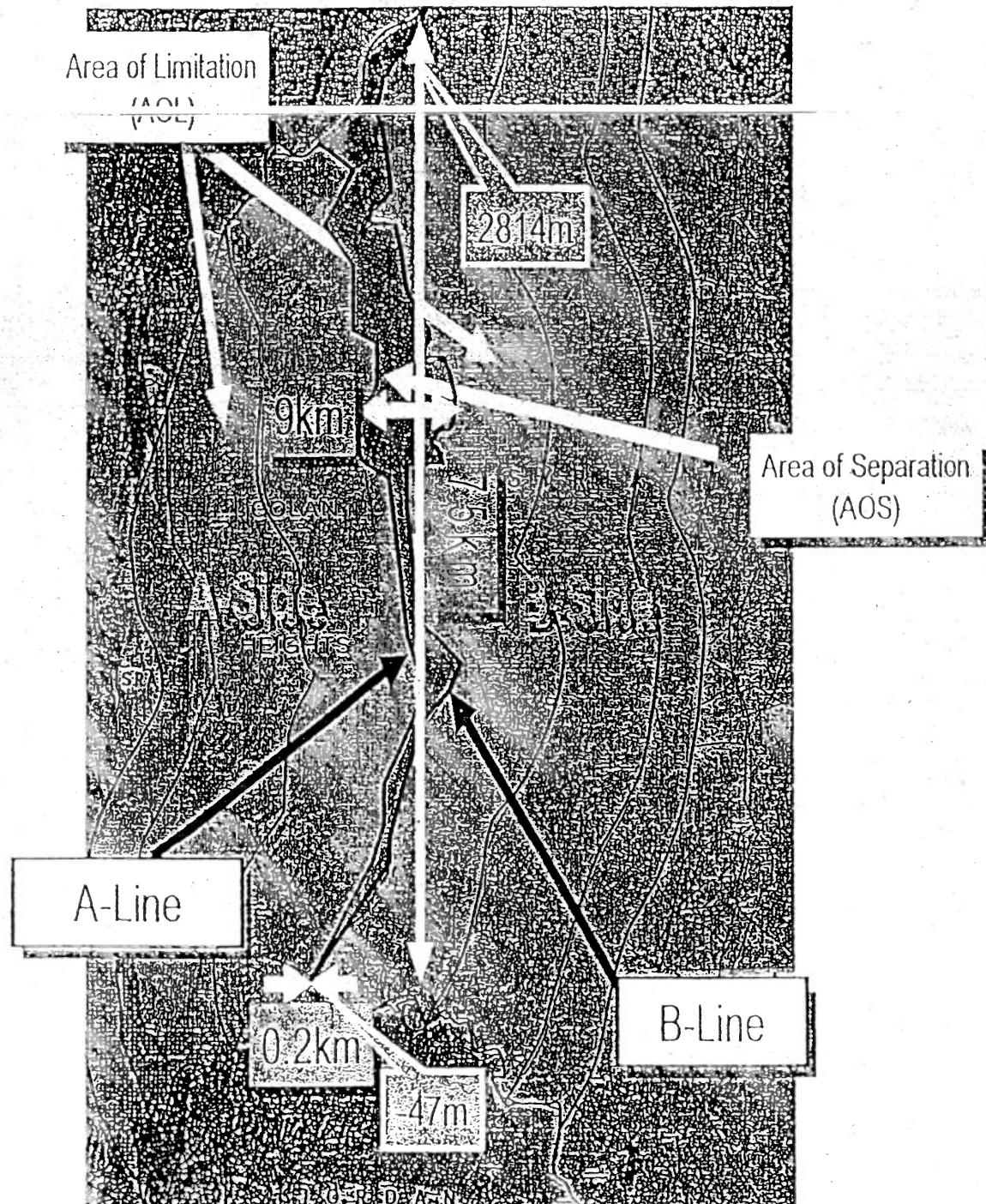
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Annex C

UNDOF MILITARY DEPLOYMENT (As of April 2006)



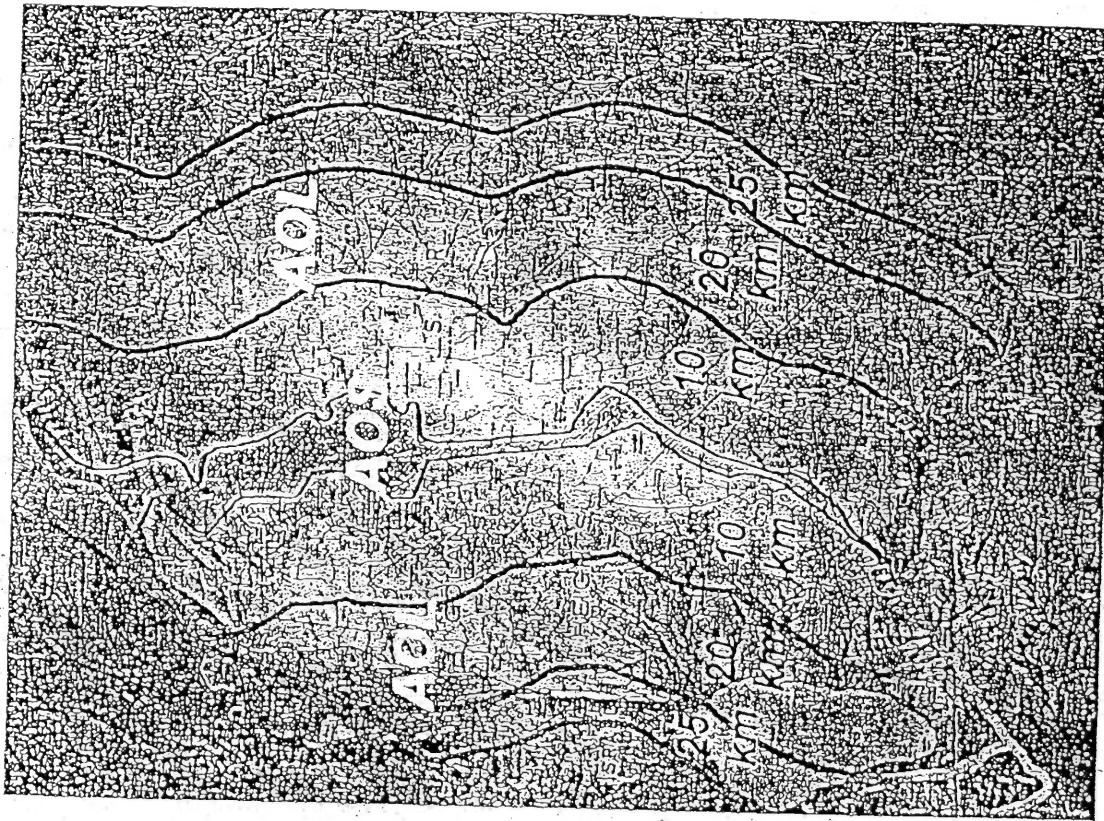
UNDOF AREA OF OPERATIONS



UNDOF AREA OF LIMITATION (AOL)

Annex E

DFS/UNDOF/CROATIA/01



	10 km	6000	75	36
	20 km	No limit	450	168
	25 km	No limit	No limit	No limit

Missiles: none within 25 km
Artillery: max 122 mm in 10 km zone
max range 20 km in 20 km zone

GUIDELINES FOR TCCs DEPLOYING MILITARY UNITS

Annex F

SOLDIERS' CLOTHING AND EQUIPMENT GUIDE LIST

Unless marked as "Recommended", all items listed below are the minimum, necessary to ensure that soldiers are operationally effective at the unit and Mission level.

UNIFORM ITEMS	UNIT	Minimum Quantity
Uniform Combat, light weight	EA	2
Shirt, long sleeved	EA	4
Uniform pullover	EA	1
Belt, webbing	EA	1
Undershirt	EA	4
Underpants	EA	4
Hand towel	EA	2
Boots, combat	Pair	2
Boots, rubber	Pair	1
Waterproof outer clothing	Set	1

EQUIPMENT ITEMS	UNIT	Minimum Quantity
Helmet, combat	EA	1
Vest, fragmentation	EA	1
Web Equipment	Full Set	1 ("Marching Order", including Backpack)
Canteen, water	EA	1
Mosquito net and repellent	EA	1
Traveling Bag	EA	1
First Aid Kit	EA	1
Survival Kit (whistle, mirror)	EA	1
Flash Light	EA	1
Hearing protection muffs	Pair	1 (alternate: minimum 6 pairs, ear plugs)
Sleeping bag with two liners	EA	1
Mess tin and drinking mug	Set	1
Dining knife, spoon and fork	Set	1

RECOMMENDED ITEMS	UNIT	Quantity
Sports clothing and equipment		

GLOSSARY OF ABBREVIATION AND ACRONYMS

AFV	Armored Fighting Vehicles
AMET	Aero Medical Evacuation Team
AO	Area of Operations
AOR	Area of Responsibility
APC	Armored Personnel Carrier
CAO	Chief Administrative Officer
CASEVAC	Casualty Evacuation
CIMIC	Civil-Military Coordination
CISS	Chief of Integrated Support Service
CINPOL	Civilian Police
CMLO	Chief Military Liaison Officer
CMO	Chief Military Observer
COE	Contingent Owned Equipment
COS	Chief of Staff
Coy	Company
CTO	Chief Transport Officer/Compensatory Time-Off
DOA	Director of Administration
DDR	Disarmament, Demobilization & Reintegration
DPKO	Department of Peacekeeping Operations
DSRSG	Deputy SRSG
ELT	Emergency Locating Transmitter
EOD	Explosive Ordnance Disposal
EST	Estimated
EU	European Union
FARP	Forward Area Refueling Point
FC	Force Commander
FGS	Force Generation Service (DPKO)
FHQ	Force Headquarters
FLIR	Forward Looking Infrared Radar
FMU	Formed Military Units
GDP	Gross Domestic Product
GIS	Geographical Information System
GPS	Global Positioning System
HQ	Headquarters
HVAC	Heating, Ventilation & Air Conditioning
IATA	International Air Transport Association
IGAD	Inter Governmental Agency on Development
IMO	International Maritime Organization
ISS	Integrated Support Service
JDB	Joint Defense Board
LOA	Letter of Assist
LSD	Logistics Support Division (OMS/DPKO)
M + Number	Mandate date + number of days
MAC	Mine Action Center
MD	Military Division (DPKO)
MEDEVAC	Medical Evacuation
MIF	Multinational Interim Force
MLO	(United Nations) Military Liaison Officer
MP	Military Police
MOU	Memorandum of Understanding

MOVCON	Movement Control
MPS	Military Planning Service (DPKO)
MS	Member State
MSR	Major Supply Route
NOE	National Owned Equipment
NSE	National Support Element
OMS	Office of Mission Support (DPKO) (formerly FALD - Field Administration and Logistics Division)
OPCON	Operational Control
PDSRSG	Principal Deputy Special Representative of the Secretary-General
PKO	Peacekeeping Operations
POD	Port of Departure
POL	Petroleum, Oil and Lubricant
QRF	Quick Reactionary Force
ROE	Rules of Engagement
SAR	Search and Rescue
SCO	Senior Co-ordination Officer
SGTM	Standardized Generic Training Module
SHIRBRIG	Stand-by High Readiness Brigade
SOFA	Status of Forces Agreement
SRSG	Special Representative of the Secretary-General
TACOM	Tactical Command
TCC	Troop Contributing Country
TOE	Table of Organization and Equipment
UN	United Nations
UNDOF	United Nations Disengagement Observer Force
UNDP	United Nations Development Programme
UNMO	United Nations Military Observer
UNOE	United Nations Owned Equipment
WFP	World Food Programme
WHO	World Health Organization

Annex H**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 United Nations Charter 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 to 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 world 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;
- 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; and
- 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 which 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; or Attempt to use our positions for personal advantage, to make false claims or accept benefits to which we are not entitled.

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.



Republika Hrvatska
Predsjednik

Na temelju članka 99. stavka 1. Ustava Republike Hrvatske i članka 7. stavka 2. točke 25. Zakona o obrani («Narodne novine», broj 33/02, 58/02, 76/07 i 153/09), na prijedlog Vlade Republike Hrvatske, dajem

Prethodno mišljenje

I.

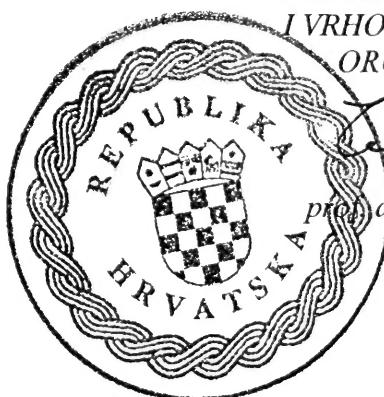
Ovo Prethodno mišljenje daje se na prijedlog Vlade Republike Hrvatske za upućivanje Prijedloga zakona o potvrđivanju Memoranduma o suglasnosti između Vlade Republike Hrvatske i Ujedinjenih naroda u svezi s doprinosom sredstvima promatračkih snaga Ujedinjenih naroda za razdvajanje (UNDOF), s Konačnim prijedlogom zakona, u tekstu koji je sastavni dio dopisa Vlade Republike Hrvatske (Klasa: 004-01/09-03/01; Urbroj: 5030109-10-1 od 17. lipnja 2010.).

Prethodno mišljenje daje se radi upućivanja Prijedloga zakona u postupak donošenja, kako je navedeno u stavku 1. ove točke.

II.

Ovo Prethodno mišljenje stupa na snagu danom donošenja.

**PREDsjEDNIK REPUBLIKE
I VRHOVNI ZAPOVJEDNIK
ORUŽANIH SNAGA**



predsj. sc. Ivo Josipović

*KLASA: 807-04/10-01/26
URBROJ: 71-03/2-10-02
Zagreb, 23. lipnja 2010.*