

Annex I

DHA EMERGENCY MANAGEMENT SYSTEM

Need for an Emergency Management System

1. Senior officials and experts at all levels of responsibility need timely and accurate information to effectively manage emergency operations following natural disasters, technological accidents, environmental catastrophes, and other crises requiring assistance by the international community. The first few hours after the occurrence of a crisis event are critical. Decision makers and managers must immediately focus their energy and intellect on the crisis itself, avoiding ad hoc arrangements for dealing with it. This implies the need for developing contingency plans and standing operating procedures at all levels of action well in advance of the onset of the crisis situation.

2. A basic pre-crisis preparedness element is constituted by the setting up and continuous updating of contingency plans addressing various possible scenarios and elaborating modular approaches tailored to the scope of the event and the available resources. Contingency planning, at the national and international levels, will allow the definition of adequate preparedness and readiness status necessary for quick decision-making and fast deployment, when required.

3 The table below gives a brief overview of the rational links existing between decision-makers at all levels (and locations) and the information they need in order to react to all kinds of emergency situations:

PEOPLE	INFORMATION
Leadership Set and disseminate policy Authorize resource commitment Monitor crisis situation Manage media	Planning meetings Status briefings Signatory authority
Crisis managers Direct action teams and experts Manage resources Monitor status Inform leadership Coordinate emergency services	Current situation parameters Current environmental conditions Capabilities, location, and availability of crisis action teams Geographic information Historical information Standard procedures/guidelines
Crisis action teams Rapid deployment to crisis location Minimize impact on affected population On site assessment Report status Delivery of assistance Facilitate coordination emergency response	Crisis locale, geography and population concentrations Availability of emergency resources Current and forecasted weather conditions Current situation and possible developments
Experts Bring specific knowledge and skills to bear Advise crisis managers and leadership Enhance crisis action teams	Crisis locale, geography and population concentrations Building plans Prevailing, current and forecasted situation/weather

Outlook of DHA Emergency Management System

Background

4. In accordance with the provisions of General Assembly resolution 46/182, DHA-Geneva is mandated to act as the focal point for crisis management at the international level and, as required, foster coordination at national and local levels. In particular, as far as the MCDA option for immediate response is concerned, DHA-Geneva is able to provide a coordinated response through the Standing Operating Procedures of its Project DPR 213/3 MCDA in accordance with the present Guidelines.

5. Within the framework of the MCDA project and the Oslo Guidelines, a description of DHA's Emergency Management System may be summarized in terms of a number of functional activities, to be executed in cooperation with the competent national authorities and relevant intergovernmental organizations:

(a) To serve as focal point for collection, analysis, and dissemination of emergency-related information, to be recognized and accessible to all States, its role being understood by the Governments and organizations it serves,

(b) To facilitate rapid transition from a routine to a crisis-decision-making environment;

(c) To streamline provisions for maintaining the readiness of participating States and organizations, including contingency planning, training and the means to conduct realistic exercises;

(d) To direct and coordinate resources and actions to effectively manage crises.

6. In this context, the Oslo Guidelines attempt to provide Member States and intergovernmental organizations with an "off-the-shelf" instrument to facilitate the decision-making process at the Government level for the deployment of MCDA in disaster relief missions, within a framework of agreed principles and standardized procedures.

The system

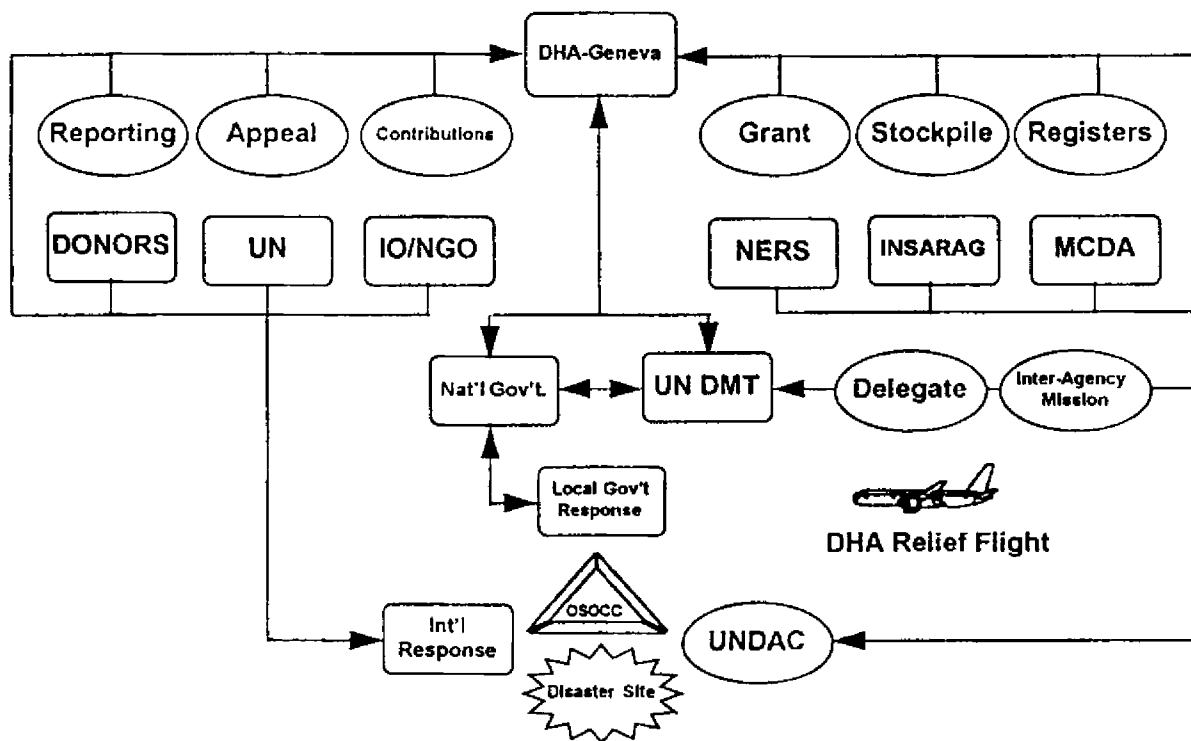
7. In Geneva, through the DHA 24-hour duty system, the development of disaster situations is continuously monitored and the occurrence of a sudden emergency is quickly detected.

8. Following a disaster, at the request of the Government of the Affected State, or with its concurrence, DHA can mobilize international assistance by activating networks of operators of relief resources such as: the International Search and Rescue Advisory Group (INSARAG), Military and Civil Defence/Protection Organizations within MCDA and National Emergency Relief Services (NERS)

9. DHA has established the UNDAC to meet the need for qualified information on the situation at a disaster site and, when necessary, to assist the local emergency management authority in coordinating international assistance. UNDAC consists of DHA-RCB officers together with United Nations communication specialists and other qualified persons made available by their respective Governments on a stand-by basis. All team members have been specially trained and equipped for this purpose. As necessary, the UNDAC can be reinforced with MCDA expertise to carry out specific tasks.

10. At the on-site level, UNDAC can also provide support to the local authorities responsible for coordinating the response to an emergency situation. In fact, experience has shown that, often at such time local authorities, stretched to the limit, may not be able to meet the added coordination requirements posed by the arrival of more national response and, in addition, international assistance. DHA has developed the concept of OSOCC to assist the local authorities in facilitating the coordination with international teams. All members of UNDAC are trained in the organization and procedures of an OSOCC and can, if necessary, activate the centre and provide its core staff, working together with local authorities and representatives of international aid, including MCDA.

Response Coordination



Definition of phases

11 The DHA Emergency Management System is based on a division into stages of the sequence of decisions/actions to be taken following a sudden emergency which requires external assistance:

(a) **The monitoring phase** is the period of continuous observation, measurement and evaluation of the progress of a catastrophic process or phenomenon in a country or a region with a view to taking appropriate corrective measures;

(b) **The warning phase** is the period after receiving an emergency alert message requiring immediate action for foreseeable disasters to provide a certain degree of readiness (e.g. cyclone/tropical storm warning). It may include action taken in the alert and mobilization phase;

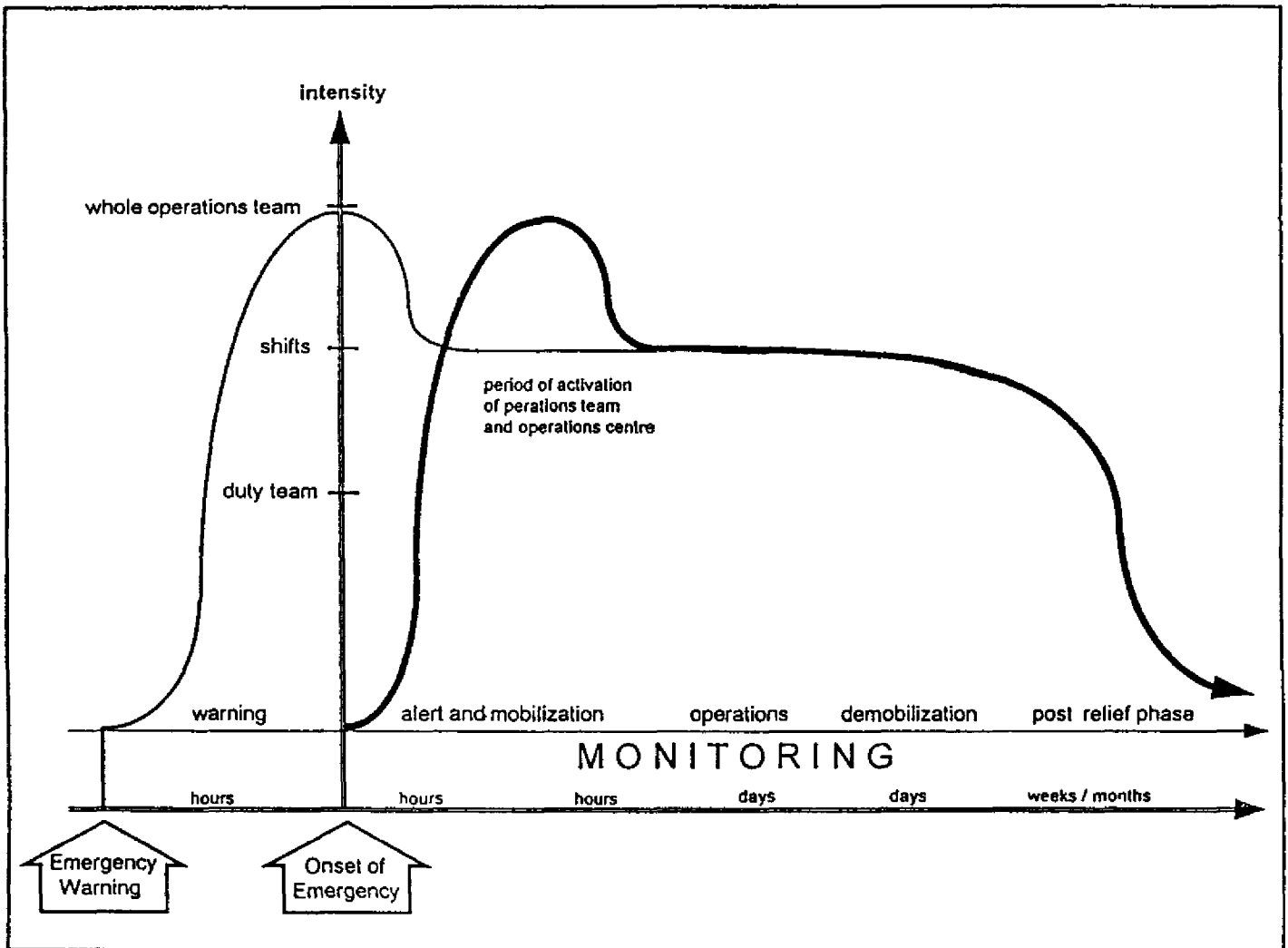
(c) **The alert and mobilization phase** is the period after receiving a new disaster-related message which requires immediate action, mobilizing relief assistance. It leads into the period when, in Geneva, the RCB operations team is fully operational and the DHA-Geneva Coordination Centre is activated. UNDAC is mobilized and deployed, if required. MCDA are alerted, put on stand-by and deployed, if necessary;

(d) **The operations phase** is the period where, in Geneva - at the international level of coordination - the RCB operations team continues the identification and mobilization of resources, and the tracking of contributions. In the field - at the local level - UNDAC and OSOCC provide coordination support and a pre-set management system for international relief assistance, complemented by MCDA expertise, if required,

(e) **The demobilization phase** is the period, in Geneva, of reducing the manning of the operations team and deactivating the coordination centre. In the field, UNDAC and international relief teams withdraw, while the OSOCC is terminated;

(f) **The post-disaster phase** is the period of transition from relief to rehabilitation and reconstruction. It includes the "follow up activities" which are usually carried out by the regular DHA Desk Officer.

PHASES OF THE EMERGENCY RESPONSE SYSTEM



12. For each stage corresponding to the main phases of international response to emergencies, a logical/chronological progression of activities is given. For those specific activities requiring relay of messages, notification, acknowledgments, etc. (e.g. customs, visas, exchange of letters), appropriate forms have been elaborated by DHA in cooperation with relevant international institutions. Additional facilitation measures are being carefully evaluated and further developed in the ongoing process of standardization of procedures to expedite the timely delivery of emergency assistance.

13. In particular, as far as the MCDA component of the DHA Emergency Management System is concerned, consequent to the activation of the Standing Operating Procedures and their provisions in the immediate aftermath of a disaster, the list below indicates the standard actions to be taken, in accordance with the Oslo Guidelines:

For alert and mobilization

DHA - RCB issues:	Information Reports:	
	Alert Message;	(Form 1)
	Request for Assistance,	(Form 2)
	Notification to Receiving State.	(Form 3)
and only if required:	DHA assists in the Exchange of Letters	(Form 4)
	Concerned States' model replies	(Form 5)

For deployment

DHA notifies Receiving State and United Nations Resident Coordinator	(Form 6)
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FORM 1

NATIONS UNIES
DEPARTEMENT
DES AFFAIRES HUMANITAIRES



DHA-Geneva

FACSIMILE

UNITED NATIONS
DEPARTMENT
OF HUMANITARIAN AFFAIRS

A - TO: [Assisting State]
[Focal Point]
[Permanent Mission, Geneva]

Facsimile No:

DE - FROM: Chief, Relief Coordination
Branch

Palais des Nations
CH-1211 GENÈVE 10

Facsimile: + (4122) 917-0023
Telex: 414242 DHA CH
Cables: DHAGVA GENEVA
E-mail: .. UNINET-Dialcom141:DHAGVA
Internet DHAGVA@UNICC.bitnet
Telephone: + (4122) 917-1234

In case of emergency ONLY: + (4122) 917-2010

Date:

OBJET - SUBJECT: Alert Message

Ref.:DHAGVA FX - _____

Account: _____

Total No. of pages: __

File(s): DPR 213/3

ALERT MESSAGE

Preliminary description of event:

Preliminary information on damage:

Sources:

Action under way:

FORM 2

**NATIONS UNIES
DEPARTEMENT
DES AFFAIRES HUMANITAIRES**



DHA-Geneva

**UNITED NATIONS
DEPARTMENT
OF HUMANITARIAN AFFAIRS**

FACSIMILE

A - TO: [Assisting State]
[Focal point]
[Permanent Mission, Geneva]

Facsimile No:

DE - FROM: Chief, Relief Coordination Branch

Palais des Nations
CH-1211 GENÈVE 10

Facsimile: + (4122) 917-0023
Telex: 414242 DHA CH
Cables: DHAGVA GENEVA
E-mail: .. UNINET-Dialcom141:DHAGVA
Internet DHAGVA@UNICC.bitnet
Telephone: + (4122) 917-1234

In case of emergency ONLY: + (4122) 917-2010

Date:

OBJET - SUBJECT: Request for Assistance

Ref.:DHAGVA FX -

Account:

Total No. of pages: ..

File(s). DPR 213/3

MOST URGENT

Request for assistance

With reference to the requirements for international assistance, (see DHA/RCB Alert Message on this emergency and DHA-Geneva SITREP No. XXX of DDMMYY Country/Disaster), DHA-Geneva is activating the emergency assistance Standing Operating Procedures foreseen by DHA Project DPR 213/3 on the use of Military and Civil Defence Assets in Disaster Relief Operations.

Your assistance is requested in the identification and mobilization of the following resources/services:

EXAMPLES:

Logistics (air-transport, information on airports, trucks, convoy specialists, landing-craft, etc.)

Communications (radio operators, radio equipment, satellite communication facilities/assistance, etc.)

Technical assistance (engineering, medical, water and sanitation, camp planning, disposal of unexploded ordnance, etc.)

Technological accidents, i.e. environmental, nuclear, bacteriological, chemical decontamination

Other

An Operations Team at DHA HQ has been established and Mr./Mrs. XXXX will act as the liaison officer with XXX for this emergency. He/She can be contacted on the following telephone numbers:

+ 41-22-917 XXXX Operation Centre
+ 41-77 XXXX Mobile Telephone

Regards,

FORM 3

**NATIONS UNIES
DEPARTEMENT
DES AFFAIRES HUMANITAIRES**



DHA-Geneva

FACSIMILE

**UNITED NATIONS
DEPARTMENT
OF HUMANITARIAN AFFAIRS**

A - TO: [Receiving State]
[Focal Point]
[cc. DHA Resident Coordinator]

Facsimile No:

DE - FROM: Chief, Relief Coordination Branch

Palais des Nations
CH-1211 GENÈVE 10

Facsimile: + (4122) 917-0023
Telex: 414242 DHA CH
Cables: DHAGVA GENEVA
E-mail: .. UNINET-Dialcom141:DHAGVA
Internet DHAGVA@UNICC.bitnet
Telephone: + (4122) 917-1234

In case of emergency ONLY: + (4122) 917-2010

Date:

OBJET - SUBJECT: Offer of Assistance

Ref.:DHAGVA FX -

Account:

Total No. of pages: ..

File(s): DPR 213/3

Further to the [disaster] which struck your country on DDMMYY and your request for international assistance, DHA is pleased to inform [Receiving State] that the Government of [Assisting State] has expressed its willingness to assist your authorities in coping with the effects of the [disaster] by providing the following assistance:

This assistance will be provided, free of charge, through DHA, in accordance with General Assembly resolution 46/182 and the Oslo Guidelines. The relief personnel, who will act under overall responsibility of your Government, will be granted the status of expert on mission for the United Nations according to the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

To facilitate and speed up the delivery of assistance we suggest the Oslo Guidelines be followed as the operation model.

* if appropriate:

[To facilitate and speed up this humanitarian mission, we propose to proceed with an exchange of letters as per the enclosed model].

Please acknowledge immediately by return facsimile, indicating your concurrence, as appropriate.

FORM 4

MODEL

**Exchange of letters constituting an
agreement between the
United Nations, the Government of
[Receiving State] and the Government of
[Assisting State] for the provision of MCDA-personnel
and equipment for United Nations assistance
in [description of task] in [Receiving State] following
[description of disaster] which occurred on
[date of disaster]**

Whereas paragraph 28 of the annex to General Assembly resolution 46/182 of 19 December 1991 on the strengthening of the coordination of humanitarian emergency assistance of the United Nations provides, *inter alia*, that the United Nations should make appropriate arrangements with interested Governments and intergovernmental and non-governmental organizations to enable it to have more expeditious access, when necessary, to their emergency relief capacities,

Whereas the United Nations, through the Geneva Office of the Department of Humanitarian Affairs, in pursuance of General Assembly resolution 46/182, launched Project DPR 213/3 MCDA on the use of military and civil defence assets (hereinafter referred to as "MCDA") in disaster relief aimed at facilitating the international response to a request for assistance following a sudden emergency through the deployment and services of MCDA, as well as the application of the Oslo Guidelines,

Whereas through the United Nations the Government of [Receiving State] has requested assistance to cope with the effects of [disaster XXX],

Whereas the Government of [Assisting State] has offered to provide, in response to a request from the Department of Humanitarian Affairs, the services of its MCDA to [Receiving State] stricken by a disaster,

Now, therefore,

The United Nations,

Proposes the following agreement in order to provide the conditions which will best enable MCDA of [Assisting State] to carry out their tasks of assisting the Government of [Receiving State] in [description of task].

Article 1

DURATION AND RESPONSIBILITIES

MCDA of [Assisting State] will be made available through the intermediary of the United Nations Department of Humanitarian Affairs (hereinafter referred to as "DHA") for an initial period of up to [3 weeks] to assist in [description of task]. Activities of MCDA will be carried out in coordination with DHA's field coordination mechanisms and within the general plan and under the overall responsibility of the Government of [Receiving State]. The parties may agree to extensions of the period of service as may be required.

Article 2

LEGAL STATUS

The Government of [Receiving State] will assure to MCDA the conditions necessary to facilitate the performance of their functions on the basis of the Oslo Guidelines. It is agreed that the Government of [Receiving State] will extend the provisions of article VI, section 22, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 to MCDA. The Secretary-General of the United Nations shall have the right and duty to waive the immunity of the expert in the case, where, in his opinion, the immunity would impede the course of justice. The Government of [Receiving State] has the right to ask the Government of [Assisting State] to withdraw any of its MCDA individuals, equipment or resources.

Article 3

OBLIGATIONS OF EXPERTS

MCDA personnel will conduct themselves at all times in a manner consistent with their status under the present Agreement and the aims and purpose of the IDRA operation. Members of MCDA will be responsible for the exercise of their functions solely to the team leader designated by their national authorities to operate within DHA's integrated field coordination mechanisms. The team leader will submit reports on the operations to DHA and as appropriate to the Government of [Receiving State] and the Government of [Assisting State].

Article 4

IDENTIFICATION OF EXPERTS

Members of MCDA in international disaster relief assistance (IDRA) may wear their national uniforms. Suitable United Nations identification, as described in the Oslo Guidelines, may be authorized in accordance with the procedures of the DHA-MCDA Emergency Management System.

Article 5

COSTS

All costs pertaining to the deployment of MCDA will be borne by the Government of [Assisting State] unless otherwise agreed.

Article 6

LIABILITY

The Governments of the States concerned will indemnify (secure) the United Nations and its employees against all liability resulting from any claims brought by third parties on account of damage, injuries or death resulting from or related to any act or omission by MCDA during the performance of services under the Agreement. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death arising out of or related to the provision of services under the Agreement.

Article 7

ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement which is not settled by negotiation or any other mutually agreed mode shall be referred for final settlement to an arbitration body. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within a period of sixty days the arbitration body is not constituted, the parties may request the President of the International Court of Justice to appoint an arbitrator. The arbitration process shall be fixed by the arbitrators. The cost of the arbitration shall be borne by the parties. If a party to the Agreement is not a party to the dispute, it may nevertheless be represented before the arbitration tribunal for the purposes of presenting its position on any matter affecting its interest under the Agreement.

Article 8

ADDITIONAL AGREEMENTS

Further provisions for the detailed implementation of the present Agreement, not inconsistent with the provisions hereof, may be set forth in a supplementary agreement or agreements to be concluded between the parties concerned, including transit States.

Article 9

ENTRY INTO FORCE

The present Agreement shall enter into force upon DHA's receipt of notice of agreement by the Assisting and Receiving States. It shall remain in force until the departure of the last element of MCDA from [Receiving State] or at the end of the period mentioned in Article 1. The provisions of Article 6 shall remain in force until all disputes arising prior to the termination of the Agreement and notified to the other party or parties within three months following the date of termination have been settled.

FORM 5

As far as the practical modalities for a timely exchange of letters are concerned, the following model facsimiles could be used as cover pages for their speedy transmission:

Facsimile

From the Assisting State

To: DHA-Geneva

I am pleased to refer to your fax communication of [date] Ref. [number], on the disaster which affected [location in the Receiving State].

I wish to inform you that the Government of [Assisting State] agrees with the terms contained in the Agreement for the provision of international assistance.

Facsimile from the Receiving State

To: DHA-Geneva

I am pleased to refer to your fax communication of [date] Ref. [number], on the international assistance sought to cope with the effects of the disaster which occurred on [date].

I wish to inform you that the Government of [Receiving State] agrees with the terms contained in the Agreement.

FORM 6

**NATIONS UNIES
DEPARTEMENT
DES AFFAIRES HUMANITAIRES**



DHA-Geneva

**UNITED NATIONS
DEPARTMENT
OF HUMANITARIAN AFFAIRS**

FACSIMILE

A - TO: United Nations Resident Coordinator
[city, Receiving State]

Emergency Authority
[Receiving State]

Permanent Mission of
[Receiving State]

Palais des Nations
CH-1211 GENÈVE 10

Facsimile: + (4122) 917-0023

Telex: 414242 DHA CH

Cables: DHAGVA GENEVA

E-mail: .. UNIENET-Dialcom141:DHAGVA

Internet DHAGVA@UNICC.bitnet

Telephone: + (4122) 917-1234

In case of emergency ONLY: + (4122) 917-2010

Facsimile No:

Date:

DE - FROM: Director and Deputy to the
Under-Secretary-General
for Humanitarian Affairs

OBJET - SUBJECT: [Disaster Event]

Ref.:DHAGVA FX - _____

Account: _____

Total No. of pages: __

File(s): DPR 213/3

IMMEDIATE - ETAT PRIORITE - IMMEDIATE - ETAT PRIORITE

United Nations DHA-MCDA relief team

Further to appeal for international assistance launched by the Government of [Receiving State], at DHA's request, the Government of [Assisting State] has made available a relief team, composed of military and civil defence/protection staff, to support the humanitarian activities, under the overall responsibility of [Receiving State].

Your assistance is requested to facilitate the deployment of this team in the disaster zone and I would be grateful if you could provide the following in-country support to the team in accordance with the standing agreement between DHA and [UNIO and/or UNDP].

Team members hold the status of experts on mission for the United Nations according to article IV of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946, which is based on the Article 105 of the Charter of the United Nations.

The personal details of the team members including their travel itinerary are attached.

DHA delegate is [Mr./Ms.] [full name], DHA-Geneva relief coordination officer.

Team leader is [Mr./Ms.] [full name and rank]

The team should travel to the disaster site as early as possible. Any delay in the capital of the country or at the first point of entry, if not the same as the disaster affected location, should be avoided.

The team is self-sufficient in communications and food for [xx] weeks following arrival.

Your specific assistance is required for the items listed below.

Entry

Necessary arrangements to ensure speedy entry of the team through immigration, including issuing of visas at the airport, as required, and customs. For your information, the team is carrying satellite communications equipment to secure communications from the disaster site.

In-country transport

Transport, with fastest means available, from the first point of entry to the disaster affected area and at the disaster site, vehicle(s) suitable for the disaster affected area (four-wheel drive as necessary) with driver(s).

Liaison with national and local officials

Necessary clearance for the team to move to and in the affected area.

A national officer from your office who can accompany the team and assist liaison with local officials.

Accommodation

Accommodation for the team members at a hotel or other facility close to the disaster site and the local emergency management authority as appropriate. Should all accommodation facilities be damaged by the disaster event, the team members are carrying tents for emergency accommodation.

Finance

You are hereby authorized to incur expenditures to the limit of US\$ XXX on behalf of DHA-Geneva for team support for:

Cost of in-country transport (including rental of vehicle(s) if no UNDP vehicle(s) is(are) available or can be moved to the disaster site) for MCDA team members and support staff accompanying the team;

Cost of hiring local staff (driver(s) and interpreter(s) as necessary).

All costs incurred for the above should be charged to DHA-Geneva by IOV with reference MCDA and account no. DTB XXXXXXXXXXXX.

Best regards,

**TEAM DATA AND TRAVEL ARRANGEMENTS
(FOR EACH TEAM)**

Departing

From (airport):

At (local time):

With (flight No. ... and airline):

Team marshalling/transit point (if required)

City:

Location (e.g. airport, hotel, etc.):

Arriving

In (city/airport):

At (local time):

With (flight No. ... and airline):

Composition and Equipment

Team

Nationality:

No. of personnel:

No. of animals:

No. of vehicles:

No. of trailers:

Miscellaneous (pallets/containers):

Cargo

Load dimensions:

Length:

Breadth:

Height:

Weight:

Volume (CUM):

Nature (General description of load including hazardous/sensitive items, e.g. explosives or drugs):

Remarks (e.g. single, layer storage, special equipment, hazardous nature, etc.):

This would be given the following exemptions (check as required):

- Visa(s);
- Consular or other certificates of origin;
- Consular invoice requirements (translations, questionnaires, etc.);
- Export/import licences;
- Fumigation certificates;
- Conformity certification procedures;
- Import restrictions on food or drugs;
- Animal import restrictions (in the case of search dogs for which appropriate veterinary certificates are provided).

Annex II

MODEL AGREEMENT COVERING THE STATUS OF MCDA TEAMS IN IDRA OPERATIONS

Basing itself upon established practice, the MCDA Standing Coordinating Group has prepared a model agreement covering the status of MCDA teams which appears below. The model is intended to serve as a basis for the drafting of individual agreements to be concluded between States or the United Nations and States on whose territory MCDA in IDRA operations are deployed. As such it is subject to modifications that may be agreed upon between the parties in each case.

The model, *mutatis mutandis*, may also serve as the basis for an agreement with a Receiving State in operations where no DHA personnel are deployed.

I. DEFINITIONS

1. For the purpose of the present Agreement the definitions contained in the United Nations Oslo Guidelines on the Use of Military and Civil Defence Assets in Disaster Relief shall apply. Also for the purpose of this Agreement the employment of every single military and civil defence/protection team, unit and or expertise in IDRA, will be referred to as the "MCDA operation".

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement apply only in the territory of the Receiving State.

III. APPLICATION OF THE CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS⁸

3. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 shall apply to the MCDA operation if the military and civil defence personnel are alerted, mobilized and deployed at the request of DHA and operating within the field coordination mechanisms subject to the provisions specified in the present Agreement.

or

⁸

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

4. The Receiving State grants to the MCDA operation, including its property, funds, assets and members, the privileges and immunities specified in the present Agreement, as well as those provided for in the Convention to which the Receiving State and the Assisting State are Parties.

IV. STATUS OF THE MCDA OPERATION

5. The MCDA operation and its members shall refrain from any action or activity incompatible with the humanitarian nature of their duties or inconsistent with the spirit of the present arrangements. The MCDA operation and its members shall respect all local laws and regulations. The Head of the MCDA operation shall take all appropriate measures to ensure the observance of these obligations.

A. Identification and vehicle markings

6. The Government of the Receiving State grants to the MCDA operation the right to display within [host country/territory] the national flag or other suitable identification at its headquarters, camps or other premises, and on its vehicles and vessels. Military and civil defence personnel deployed under the provisions of the DHA Emergency Management System and holding the status of experts on mission for the United Nations will wear an appropriate marking.

B. Communications⁹

7. The Government of the Receiving State grants to the MCDA operation the right to use the facilities with respect to communications provided for in article III of the Convention as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

8. Subject to the provisions of article III, section 10, of the Convention:

(a) The MCDA operation is given the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of the Receiving State, with each other and with its national telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which such stations may operate shall be decided upon in cooperation with the Government of the Receiving State.

⁹ As stated in the resolution on disaster communications, (document DT/12(Rev.2)-E) unanimously adopted by the 129 States participating in the World Telecommunication Development Conference organized by the International Telecommunication Union (ITU), Buenos Aires, 21-29 March 1994.

(b) The MCDA operation is given, within the territory of [host country/territory], the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MCDA operation, including the laying of cable and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government of the Receiving State.

(c) The MCDA operation is allowed to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the MCDA operation. The Government of the Receiving State shall be informed of the nature of such arrangements and undertakes not to interfere with or apply censorship to the mail of the MCDA operation or its members. In the event that postal arrangements applying to private mail of members of the MCDA operation are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government of the Receiving State.

C. Travel and transport

9. The Government of the Receiving State grants to the MCDA operation and its members together with its vehicles, vessels, aircraft and equipment, freedom of movement within the disaster zone of the Receiving State and any other area necessary for the fulfilment of its task. The Government undertakes to supply the MCDA operation with any information which may be useful in facilitating its movements.

10. Vehicles, including all military vehicles, vessels and aircraft of the MCDA operation shall not be subject to registration or licensing by the Government of the Receiving State provided that all such vehicles shall carry third-party insurance required by the relevant legislations.

11. The MCDA operation may use roads, bridges, tunnels, canals and other waterways, port facilities and airfields without the payment of dues, tolls or charges.

D. Privileges and immunities of the MCDA-operation

12. The Government of the Receiving State grants the MCDA operation the status, privileges and immunities as provided for in the present Agreement and in particular grants to the MCDA operation the right:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of the MCDA operation;

(b) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of the MCDA operation;

(c) To re-export or otherwise dispose of equipment as far as it is still usable, all unconsumed supplies, and other goods so imported or cleared ex customs and excise warehouse which are not transferred or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of the Receiving State or to an entity nominated by them.

13. To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure along the lines recommended by the Oslo Guidelines, including documentation, shall be agreed between the MCDA operation and the Government of the Receiving State at the earliest possible date.

V. FACILITIES FOR THE MCDA OPERATION

14. The Government of the Receiving State undertakes to provide without cost to the MCDA operation and in agreement with the Head of the MCDA operation such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of the MCDA operation and for the accommodation of its members. Without prejudice to the fact that all such premises remain the territory of the Receiving State, the Government of the Receiving State undertakes to treat them as being subject to the exclusive control and authority of the Head of the MCDA-operation.

15. The Government of the Receiving State undertakes to assist the MCDA operation as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as possible within its powers the same priority to the needs of the MCDA operation as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by the MCDA operation on terms to be agreed upon with the competent authority. The MCDA operation shall be responsible for the maintenance and upkeep of facilities so provided.

16. The MCDA operation shall be given the right, where necessary, to generate electricity for its use and to transmit and distribute such electricity.

A. Provisions, supplies, services and sanitary arrangements

17. The Government of the Receiving State undertakes to assist the MCDA operation as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations. In making purchases on the local market, the MCDA operation shall, on the basis of observations made and information provided by the Government of the Receiving State in that respect, avoid any adverse effect on the local economy. The Government of the Receiving State shall exempt the MCDA operation from sales taxes in respect of all official local purchases.

18. The MCDA operation shall cooperate with the Government of the Receiving State with respect to sanitary services and matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

B. Recruitment of local personnel

19. The MCDA operation may recruit locally such personnel as it requires. Upon the request of the Head of the MCDA operation, the Government of the Receiving State undertakes to facilitate the recruitment of qualified local staff by the MCDA operation and to accelerate the process of such recruitment.

VI. STATUS OF THE MEMBERS OF THE MCDA operation

A. Privileges and Immunities

20. The Head of the MCDA operation and other members, as may be agreed upon with the Government of the Receiving State, shall be accorded the privileges and immunities, in accordance with sections 19 and 27 of the Convention, provided that the privileges and immunities referred therein shall be those accorded to diplomatic envoys by national or international law.

21. If MCDA operate within the DHA field coordination mechanism, as provided for in the Oslo Guidelines, members of the MCDA operation shall be considered as experts on mission within the meaning of article VI of the Convention.

22. In any other case, members of the MCDA operation shall enjoy the privileges and immunities specifically provided for in the present Agreement.

23. Unless otherwise specified in the present Agreement, locally recruited members of the MCDA operation shall enjoy the immunities concerning official acts carried out within the MCDA operation.

24. Members of the MCDA operation shall be exempt from taxation on the pay and emoluments received from an Assisting State and any income received from outside the Receiving State. They shall also be exempt from all other direct taxes and from all registration fees and charges.

25. Members of the MCDA operation shall be granted the right to import free of duty their personal effects in connection with their arrival in the Receiving State. Special facilities will be granted by the Government of the Receiving State for the speedy processing of entry and exit formalities for all members of the MCDA operation, according to the recommendations in the Oslo Guidelines.

26. On departure from the Receiving State, members of the MCDA operation may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Head of the MCDA operation certifies were received or represent a reasonable residue thereof.

27. The Head of the MCDA operation shall cooperate with the Government of the Receiving State and shall render all assistance within his power to ensure the observance of the customs and fiscal laws and regulations of the Receiving State by the members of the MCDA operation, in accordance with the present Agreement.

B. Entry, residence and departure

28. The Government of the Receiving State grants to the members of the MCDA operation the right to enter, reside in and depart from the Receiving State.

29. The Government of the Receiving State undertakes to facilitate the entry into and departure from its territory of the members of the MCDA operation and shall be kept informed of such movements. For that purpose, the members of the MCDA operation shall be exempt from passport and visa regulations and immigration inspection and restrictions on entering or departing from the Receiving State. They shall also be exempt from any regulation governing the residence of aliens in the Receiving State, including registration, but shall not acquire any right to permanent residence or domicile in the Receiving State.

30. For the purpose of such entry and departure, members of the MCDA operation shall be required to have:

(a) An individual or collective movement order issued by or under the authority of the Head of the MCDA operation or any appropriate authority of the Assisting State;

(b) A personal identity card issued by the appropriate authorities of the Assisting State.

C. Identification

31. The Head of the MCDA operation shall issue to all locally recruited personnel an identity card, which shall contain the following information: full name; date of birth; service (if appropriate); and a photograph.

32. Members of the MCDA operation, as well as locally recruitment personnel, shall be required to present, but not to surrender, their identity cards upon demand by an appropriate official of the Government of the Receiving State.

D. Uniforms and arms

33. Members of the MCDA operation shall be permitted to wear the national military or civil defence uniforms of their State. Those military and civil defence personnel deployed under the provisions of the DHA Emergency Management System according to paragraph 74 of the Oslo Guidelines shall be identified by an appropriate marking with the United Nations logo.

34. Members of the MCDA operation may carry arms for their own protection, while performing official duties

or

Members of the MCDA operation may not carry arms.

E. Permits and licences

35. The Government of the Receiving State agrees to accept as valid, without tax or fee, a certificate provided on request by the Head of the MCDA operation in respect of the technical and professional qualifications of any of its members practising a profession or similar occupation in connection with the MCDA operation.

F. Maintenance of discipline and mutual assistance

36. The Head of the MCDA operation shall take all appropriate measures to ensure the maintenance of discipline and good order among its members, as well as locally recruited personnel. To this end personnel may be designated by the Head of the MCDA operation to police its premises as well as such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government of the Receiving State and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of the MCDA operation.

37. The personnel mentioned in paragraph 36 above may take into custody any unauthorized person found on the premises of the MCDA operation. Such a person shall be delivered immediately to the nearest appropriate official of the Government of the Receiving State responsible for dealing with any offence or disturbance on such premises.

38. Subject to the provisions of paragraphs 20 and 21 above, officials of the Government of the Receiving State may take into custody any member of the MCDA operation:

(a) When so requested by the Head of the MCDA operation;

(b) When such a member of the MCDA operation is apprehended in the commission or attempted commission of a criminal offence. Such a person shall be delivered immediately, together with any weapons or other items seized, to the Head of the MCDA operation.

39. The MCDA operation and the Government of the Receiving State shall assist each other in carrying out all necessary investigations into offenses in respect of which either or both have an interest.

40. The Government of the Receiving State shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the MCDA operation or its members which, if committed in relation to the officials of the Government of the Receiving State, would have rendered such acts liable to prosecution.

VII. JURISDICTION

41. The Government of the Receiving State grants to all members of the MCDA operation, including locally recruited personnel, immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of, or employed by, the MCDA operation and after the expiration of the other provisions of the present Agreement.

42. Should the Government of the Receiving State consider that any member of the MCDA operation has committed a criminal offence, it shall promptly inform the Head of the MCDA operation and present to him any evidence available.

43. The Government of the Assisting State gives its assurance to the Government of the Receiving State that it will exercise jurisdiction with respect to crimes or offences which may be committed by members of the MCDA operation.

44. If any civil proceeding is instituted against a member of the MCDA operation before any court of the Receiving State, the Head of the MCDA operation shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of the member:

(a) If the Head of the MCDA operation certifies that the proceeding is related to official duties, such proceedings shall be discontinued and the provisions of paragraph 41 of the present Agreement shall apply.

(b) If the Head of the MCDA operation certifies that the proceeding is not related to official duties, the proceeding may continue. If the Head of the MCDA operation certifies that a member of the MCDA operation is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of the MCDA operation that is certified by the Head of the MCDA operation as necessary for the fulfilment of the member's official functions shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of the MCDA operation shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

VIII. SETTLEMENT OF DISPUTES

45. Except as provided in paragraph 47, any dispute or claim of a private law character to which the MCDA operation or any member thereof is a party and over which the court of the Receiving State does not have jurisdiction because of any provision of the present Agreement, shall be settled by a Claims Commission to be established for that purpose. One member of the commission shall be appointed by each Government and a chairman shall be appointed jointly by the Secretary-General of the United Nations and the Governments (or the Governments only if the MCDA operation is not deployed under the provisions of the DHA Emergency Management System). If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations, if appropriate, or of any of the Governments, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as a vacancy occurs. The Commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the occurrence of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Governments permit an appeal to a tribunal established in accordance with paragraph 47. The awards of the commission shall be notified to the parties and, if against a member of the MCDA operation, the Head of the MCDA operation or the Government of the Assisting State shall use its best endeavours to ensure compliance.

46. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Head of the MCDA operation.

47. Any other dispute between the MCDA operation and the Government of the Receiving State, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 45 shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provision relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

48. All differences between the Government of the Assisting State and the Government of the Receiving State arising out of the interpretation or application of the present Agreement which involve a question of principle concerning the Convention¹⁰ shall be dealt with in accordance with section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

49. The Head of the MCDA operation and the Government may conclude supplemental arrangements to the present Agreement.

X. LIAISON

50. The Head of the MCDA operation and the Government of the Receiving State shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XI. MISCELLANEOUS PROVISIONS

51. Wherever the present Agreement refers to the privileges, immunities and rights granted to the MCDA operation, the Government of the Receiving State shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

52. The present Agreement shall enter into force on [date].

53. The present Agreement shall remain in force until the departure of the final element of the MCDA operation from the Receiving State excepting paragraphs 41, 43, 44 in section VII, paragraphs 45, 46, 47, 48 in section VIII and paragraph 50 in section X which shall remain in force until all claims have been settled that had arisen prior to the termination of the present Agreement and had been submitted prior to or within three months of such termination.

¹⁰ See footnote 8.