

No. 18184

**UNITED NATIONS
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND**

Memorandum of Understanding concerning assistance to be provided by the Government of the United Kingdom in the logistic support of the United Nations Force in Cyprus (UNFICYP) (with annex). Signed at New York on 11 December 1979

Authentic text: English.

Registered ex officio on 11 December 1979.

**ORGANISATION DES NATIONS UNIES
et
ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD**

Mémorandum d'accord relatif à l'assistance que le Gouvernement du Royaume-Uni doit fournir pour le soutien logistique de la Force des Nations Unies chargée du maintien de la paix à Chypre (avec annexe). Signé à New York le 11 décembre 1979

Texte authentique : anglais.

Enregistré d'office le 11 décembre 1979.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE UNITED NATIONS CONCERNING ASSISTANCE TO BE PROVIDED BY THE GOVERNMENT OF THE UNITED KINGDOM IN THE LOGISTIC SUPPORT OF THE UNITED NATIONS FORCE IN CYPRUS (UNFICYP).

1. In the light of experience, and in the interests of both parties, this Memorandum sets out the understanding of the Government of the United Kingdom and the United Nations with regard to the extent of the responsibility accepted by the Government of the United Kingdom for the logistic support of UNFICYP.

2. For the purposes of this Memorandum, UNFICYP consists of the Force Commander, all military personnel placed under his command and all members of the United Nations Civilian Police, and Civilian Political and Administrative Staff of Headquarters UNFICYP.

REQUIREMENT

3. The Government of the United Kingdom will continue to provide for members of the British Contingent, at no cost to the United Nations, all the logistic support that it would normally provide if they were serving in field conditions under United Kingdom command. In the absence of their availability from UK sources, UNFICYP may, subject to the approval of the UK authorities concerned, provide to the British Contingent, supplies and services that are deemed by the Commander of the British Contingent and the Force Commander to be applicable under British Army field conditions, and to be essential to the operational requirements or well-being of the British Contingent. The Government of the United Kingdom, through its Command Secretariat in Cyprus, will reimburse UNFICYP for the actual amount of money paid by UNFICYP for such supplies and services.

4. The United Kingdom will provide to the other elements of UNFICYP, at United Nations' expense, unless otherwise indicated, the logistic support listed and defined in the annex to this Memorandum of Understanding. The United Kingdom will however from time to time notify the United Nations Secretariat of the extent to which it will bear the cost of this logistic support.

PRINCIPAL UNDERSTANDINGS

5. Except as stipulated under paragraph 3 above, the Representatives of the Government of the United Kingdom in Cyprus will not be expected under this memorandum to supply UNFICYP with:

- (a) Goods which are not stocked in the resources of the United Kingdom in Cyprus or readily available from peace stocks in the United Kingdom; or
- (b) Services (including goods supplied by contract) not applicable to the needs of the Armed Forces of the United Kingdom; or

¹ Came into force on 11 December 1979, in accordance with paragraph 13.

(c) Goods or services to UNFICYP whose provision is restricted by the Government of the United Kingdom for political or operational reasons.

6. It is also understood that goods and services provided to UNFICYP by the United Kingdom are to be costed at the rates laid down from time to time by the Government of the United Kingdom for overseas non-Exchequer customers.

ACCOUNTING AND AUDIT

7. It is understood that all billings for the goods and services provided will be forwarded to the Chief Administrative Officer, UNFICYP, for audit, certification and return to the appropriate United Kingdom authorities for submission through the United Kingdom's Delegation to this Headquarters.

8. It is further understood that all documentation and billings will bear reference to this Memorandum of Understanding.

9. It is understood that goods and services requested by UNFICYP in excess of British Service scales or the scales agreed between UNFICYP and the United Kingdom authorities are to be matters for separate negotiation.

10. It is understood that any dispute between UNFICYP and the United Kingdom authorities about the interpretation of this Memorandum of Understanding, or, in cases where scales do not exist, the reasonableness of a request by UNFICYP, will be referred for discussion between the United Nations Secretariat and the United Kingdom Mission to the United Nations.

11. The Chief Administrative Officer in Cyprus of the United Nations and any officer duly authorised by him for the purpose is responsible for authorising on behalf of the United Nations the amount, nature and extent of all supplies and services required by the United Nations under the Memorandum of Understanding.

12. The appropriate United Kingdom authorities to which reference is made in this Memorandum of Understanding are:

- (a) As regards the consolidation of bills for Ministry of Defence services: the Command Secretariat, Cyprus;
- (b) As regards material and services provided by the British Army: Headquarters Land Forces Cyprus;
- (c) As regards the employment of civil labour: the Command Secretariat, Cyprus;
- (d) As regards materials and services provided by the Royal Air Force: Air Headquarters Cyprus;
- (e) As regards material and services provided by the Property Services Agency of the Department of the Environment: the Regional Secretariat Cyprus.

13. This Memorandum of Understanding will become effective on 11 December 1979 and will remain effective until terminated by mutual decision of the parties to it. In this event any provisions related to the financial obligations of either party will remain in operation.

14. The Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations confirm that their understanding and intentions are correctly set out above.

SIGNED in duplicate at United Nations Headquarters on 11 December 1979, in the English language.

For the United Nations:

[Signed]

CLAYTON C. TIMBRELL
Assistant Secretary-General for General Services

For the Government of the United Kingdom
of Great Britain and Northern Ireland:

[Signed]

WALTER K. PRENDERGAST
First Secretary

ANNEX

DEFINITION OF THE LOGISTIC SUPPORT TO BE PROVIDED BY THE UK FOR NON-UK ELEMENTS OF UNFICYP

1. *Rations*

In accordance with the UK service ration scale, but, notwithstanding paras 5, *a*, and 5, *b*, above, adjusted to allow for any authorised deviation within the value of that ration scale. Departmental expenses will form an extra charge.

2. *Petrol, oil and lubricants*

As required for vehicles and other equipment within the limits agreed between HQ UNFICYP and HQ LAND FORCES CYPRUS.

3. *Use of accommodation available within the sovereign base areas and retained sites*

As requested; to include electricity and water, and maintenance to standards required for safety and health within UK field scales.

4. *Vehicles*

The provision and maintenance of British service vehicles to meet a vehicle liability agreed by HQ UNFICYP and HQ LAND FORCES inclusive of vehicle spare parts and repair to British Service standards.

5. *Ammunition*

Provision of such British service ammunition as requested by HQ UNFICYP. Any unexpended balances may be returned to British Depots to be credited to the relevant UNFICYP account. In addition, storage facilities within the SBAs and retained sites, and inspection of ammunition and EOD services will be provided as requested by HQ UNFICYP.

6. *Ranges*

Use of ranges within SBAs and retained sites including safety facilities, when not required for UK use.

7. *Ordnance stores*

Provision of such stores including controlled common-user items as required under the categories of communications, general stores, tentage and accommodation stores within UK field scales. This is to include defence stores, stationery and publications,

spare parts for common-user items and expendables such as cleaning materials, paint and packaging materials.

8. *Ordnance services*

Provision of contractual services in respect of laundry, dry cleaning, tailoring, footwear repairs, conservancy, gas and fuel, in accordance with British service standards.

9. *Royal electrical and mechanical engineer services*

Repair services for all British Service electrical and mechanical equipment, excluding vehicles, as requested by HQ UNFICYP.

10. *Engineer stores and resources*

Hire of British service engineer equipment as requested by HQ UNFICYP, and provision of construction materials and other expendable stores required in support of the operations of the Force.

11. *Civil labour*

Administration of locally engaged civil labour on behalf of UNFICYP within the total numbers, and in accordance with the terms, agreed between HQ UNFICYP and the UK authorities.

12. *Maps*

As requested, with the authority of HQ UNFICYP.

13. *Medical and dental services*

Medical stores and medicines in accordance with British service scales, and treatment at British Service Hospitals as required.

14. *Maintenance and support of aircraft*

The provision of maintenance, aircraft spares and ground support to RAF standards, and aviation fuels, oils and greases, as may be required for UNFICYP aircraft which are not part of the British Contingent, within limits agreed by HQ UNFICYP and AHQ CYPRUS.

15. *PSA/DOE Stores and resources*

Purchase of PSA/DOE Stores and Execution of Work Services on repayment, as requested by HQ UNFICYP.
