

No. 22517

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**NETHERLANDS  
and  
MULTINATIONAL FORCE AND OBSERVERS**

**Exchanges of letters constituting an agreement regarding the Netherlands participation in the Multinational Force and Observers in the Sinai (with annexes and agreed minute). Alexandria, Virginia, 2 March 1982, and The Hague, 4 March 1982**

*Authentic text: English.*

*Registered by the Netherlands on 17 December 1983.*

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**PAYS-BAS  
et  
FORCE ET CORPS D'OBSERVATEURS  
MULTINATIONAUX**

**Échanges de lettres constituant un accord relatif à la participation des Pays-Bas à la Force et au Corps d'observateurs multinationaux au Sinaï (avec annexes et procès-verbal agréé). Alexandria (Virginie), 2 mars 1982, et La Haye, 4 mars 1982**

*Texte authentique : anglais.*

*Enregistrés par les Pays-Bas le 17 décembre 1983.*

EXCHANGES OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE MULTINATIONAL FORCE AND OBSERVERS REGARDING THE NETHERLANDS PARTICIPATION IN THE MULTINATIONAL FORCE AND OBSERVERS IN THE SINAI

Ia

MULTINATIONAL FORCE AND OBSERVERS  
ALEXANDRIA, VIRGINIA

March 2, 1982

Dear Mr. Minister:

I have the honor to refer to the Treaty of Peace between Egypt and Israel signed March 26, 1979,<sup>2</sup> and to the enclosed protocol between Egypt and Israel which provides for the establishment of a Multinational Force and Observers (MFO).<sup>3</sup>

In accordance with the protocol and with the agreement of the parties, the Director General is to request those nations agreeable to the parties to supply contingents to the MFO and to receive the agreement of troop-contributing States that the contingents shall conduct themselves in accordance with the terms of the protocol. Therefore, based on previous communications and discussions, I accept with appreciation the offer of the Government of the Kingdom of the Netherlands to provide to the MFO a Signals Unit, a Military Police Unit and MFO staff personnel consisting of approximately 105 personnel as provided in annex I to this letter. It is my understanding that it is the intention of the Government of the Kingdom of the Netherlands to maintain its participation in the MFO for a period of two years, which may be extended by mutual agreement.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the protocol between Egypt and Israel. In accordance with paragraph 3 of the annex to the protocol, I would appreciate your confirmation that the Netherlands contingent shall conduct itself in accordance with the terms of the protocol. Also, I would like to emphasize the importance of continuity of service of units in the MFO and to seek your agreement that the Netherlands contingent will not be withdrawn without adequate prior notification to the Director General of the MFO.

I draw your attention as well to the appendix to the protocol, which stipulates the privileges and immunities of the MFO and the duties of members of the MFO. Of particular importance is paragraph 11 concerning criminal jurisdiction, and its subparagraph C, which directs the Director General to obtain the assurance of each troop-contributing State that it shall be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel.

With regard to paragraph 42 of the appendix to the protocol, I assure you that I intend to act in accordance with the wishes of the troop-contributing State concerning the disposition of the bodies of its members who die in the service of the MFO, and their personal property.

<sup>1</sup> Came into force on 4 March 1982 by the exchanges of the said letters.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1136, p. 100, and vol. 1138, p. 59.

<sup>3</sup> See note 1 on p. 131 of this volume.

The financial arrangements between the MFO and the Government of the Kingdom of the Netherlands are set forth at annex II to this letter.

My separate letter of today's date confirms my understanding with respect to various aspects of participation in the MFO.

The enclosed Aide-Mémoire sets forth guidelines on procedures used by the MFO and is provided for the use of the Government of the Kingdom of the Netherlands in preparing and deploying its contingent for service in the MFO.

I have the honor to propose that this letter, including its annexes I and II, and your reply confirming the agreement of your Government to the terms thereof shall constitute an Agreement between the Government of the Kingdom of the Netherlands and the MFO.

With assurances of my highest consideration,

Sincerely,

[Signed]

LEAMON R. HUNT

Director General

Multinational Force and Observers

Attachments:

Annex I: The Netherlands contribution

Annex II: Financial arrangements

Enclosures:<sup>1</sup>

Protocol

Aide-Mémoire

His Excellency Max von der Stoel  
Minister of Foreign Affairs  
The Hague  
The Netherlands

ANNEX I

NETHERLANDS CONTRIBUTION

*Mission of Military Signals Unit:*

The Government of the Kingdom of the Netherlands shall provide to the MFO the Military Signals Unit, which shall be responsible for providing communications within the northern and southern base camps, between the camps, and among various elements within the Force, and also signal staff support for the MFO Commander.

The Unit will operate from the MFO Headquarters at El Gorah, the base at Sharm el-Sheikh, and from field sites.

The mission of the Military Signals Unit, described herein, may not be changed except with the consent of the Government of the Kingdom of the Netherlands and the MFO.

*Technical specifications:*

The Military Signals Unit shall operate commercial communications equipment provided by the MFO. This equipment will include:

- Point-to-point, fixed and mobile high-frequency single side-band radios;
- Point-to-point, fixed and mobile very-high-frequency radios;

<sup>1</sup> Not published herein. For the protocol, see United Nations, *Treaty Series*, vol. 1335, No. 1-22403.

- Radios which merge multiple channels of communications over a single radio link;
- Automatic electronic switchboards;
- Privacy encryption equipment for voice and teletype;
- Teletype and telex machines;
- Facsimile equipment; and
- Consoles to connect radio and telephone conversations.

Civilian contractors (contracting directly with the MFO and under the technical supervision of the Military Signals Unit Commander) will provide links to agencies and organizations outside the MFO area through point-to-point microwave radios which can simultaneously carry several voice conversations and teletype connections. Additionally, the contractor will provide technical assistance at switchboards, and maintenance support. Accordingly, the Military Signals Unit's maintenance responsibility will be limited to operator adjustments, basic troubleshooting and routine checks and services.

*Organization:*

It is understood that to carry out its mission the Military Signals Unit shall comprise the following personnel, the total number of which shall not exceed 81:

- A. A Company Headquarters, including a Commander, Deputy Commander, a Sergeant Major, a medical doctor and an administrative NCO.
- B. Other company support, including clerks, supply personnel, a paymaster and a social worker.
- C. A MFO Force Headquarters Signal Staff Section, including a Signals Officer, a Signals NCO and a Signals sergeant or clerk.
- D. A Platoon North and Platoon South, each including platoon headquarters, communications center personnel, radio operations personnel, switchboard operators, telephone installers, and personnel to operate and monitor communications equipment in the sector control centers.

The foregoing organizational criteria may from time to time be modified by mutual consent.

*Mission of Military Police Unit:*

The Government of the Kingdom of the Netherlands shall provide the main portion of the Military Police Unit which shall assist the Force Commander in maintaining good order among MFO personnel throughout the assigned area of operation. Police subtasks shall include, but are not limited to:

- Advising Force Commander on military police matters;
- Liaison with local law enforcement authorities;
- Criminal investigation;
- Physical security/crime prevention program;
- Traffic management/control/investigation;
- Patrolling;
- Inspection/search procedure;
- Apprehension/processing/interview of subjects.

The mission of the Military Police Unit, described herein, may not be changed except with consent of the Government of the Kingdom of the Netherlands and the MFO.

*Organization:*

It is understood that to carry out the foregoing mission the Netherlands portion of the Military Police Unit shall be comprised of the following personnel, the total number of which shall not exceed 21:

- A. A Provost Marshal Element, including a Provost Marshal and staff personnel, collocated with the Force Commander's staff. The Provost Marshal shall also be the Officer in Charge of the Criminal Investigation Element.

- B. A Criminal Investigation Element, headed by a senior non-commissioned officer and with adequate personnel to conduct internal investigations.
- C. A Military Police detachment, including a non-commissioned officer in charge, operations NCO and military policemen. The Military Police detachment shall be responsible for essential military police services throughout the MFO area of operation.

The foregoing organizational criteria may from time to time be modified by mutual consent.

*Additional provisions:*

A. The Netherlands Contingent Commander shall have direct access to the Force Commander. The Military Signal Unit Commander shall have direct access to the Force Commander and shall serve as his signals advisor. The Military Police Unit Commander shall have direct access to the Force Commander and shall serve as his Provost Marshal.

B. Members of the Netherlands contingent shall be armed with their normally assigned individual weapons.

C. The Government of the Kingdom of the Netherlands shall also provide staff-trained officers to the MFO Force Commander's staff for mutually agreed positions.

## ANNEX II

### FINANCIAL ARRANGEMENTS

1. The MFO shall provide for the transportation of the personnel of the Netherlands contingent, their individual weapons and kit, without cost to the Kingdom of the Netherlands, from the designated point of departure to their station in the Sinai and return, in accordance with the mutually established rotation schedule.

2. The MFO shall provide food and lodging to the Netherlands personnel in the Sinai, as well as base support, without cost to the Kingdom of the Netherlands. The MFO shall similarly provide and maintain the equipment to be utilized by the Netherlands contingent in the performance of its mission.

3. The Government of the Kingdom of the Netherlands shall remain responsible for the payment to the personnel of the Netherlands contingent, without cost to the MFO, of the salaries, benefits, allowances and other payments which would normally be paid such personnel when stationed in the Netherlands.

4. The Government of the Kingdom of the Netherlands shall provide the personnel of the Netherlands contingent, without cost to the MFO, the individual weapons and other individual equipment required to perform their mission in the Sinai.

5. The MFO shall pay to the Government of the Kingdom of the Netherlands an amount equivalent to the cost to the Government of the Kingdom of the Netherlands of special pay and allowances paid to the personnel of the Netherlands contingent pursuant to the Netherlands regulations for armed services allowances and charges currently in force, less the costs which would normally have been incurred by the Government of the Kingdom of the Netherlands for food and lodging, base support and operation and maintenance for such personnel when stationed in the Netherlands. Such net amount shall be determined on an annual basis, and real costs shall be payable in quarterly installments. Upon the receipt of an invoice from the Government of the Kingdom of the Netherlands, the first such payment shall be made by July 1, 1982, and subsequent installments shall be paid quarterly thereafter.

### AGREED MINUTE

With reference to paragraph 5 of annex II of the letter from the Director General of the MFO to the Government of the Kingdom of the Netherlands, it is understood that the special pay and allowances paid to the personnel of the Netherlands contingent in the MFO will be U.S. dols 24 per day for each married person, and U.S. dols 18 per day for each unmarried person.

Accordingly, the net amount to be paid by the MFO to the Government of the Kingdom of the Netherlands will be calculated on the following basis:

|  |                    |
|--|--------------------|
| Married people                         | US Dols 24 – a day |
| Unmarried people                       | US Dols 18 – a day |
| Estimated proportion married:unmarried | 1:2                |
| Force population:                      | 105 people         |
| Allowance                              |                    |
| 1/3 x 105 x 365 x dols 24 – dols       | \$ 306,600         |
| 2/3 x 105 x 365 x dols 18 – dols       | \$ 459,900         |
| Estimated net annual amount            | dols 766,500       |

## IIa

### MINISTRY OF FOREIGN AFFAIRS THE HAGUE

Treaties Department

The Hague, 4 March 1982

DVE-63513

Dear Mr. Director General,

Thank you for your letter of 2 March 1982. I wish to confirm to you that the Government of the Kingdom of the Netherlands will contribute to the MFO a military signals unit, a military police unit, and MFO staff personnel and is prepared to maintain its participation in the MFO for a period of two years beginning April 25, 1982, which may be extended by mutual agreement.

I confirm to you as well that the Government of the Kingdom of the Netherlands hereby provides the agreements and assurances concerning its participation in the MFO which you requested in accordance with the terms of the Protocol between Egypt and Israel dated August 3, 1981.

I acknowledge receipt of the aide-mémoire enclosed with your letter. The guidelines contained in this aide-mémoire will be of use to my Government in preparing and deploying its contingent for service in the MFO.

Finally my Government concurs with your proposal that your letter of 2 March 1982, including annex I and annex II, together with this reply shall constitute an agreement between the Government of the Kingdom of the Netherlands and the MFO which enters into force on this date.

With assurances of my highest consideration.

Sincerely,

[Signed]

M. VAN DER STOEL

Minister for Foreign Affairs  
of the Kingdom of the Netherlands

Mr. Leamon R. Hunt  
Director General  
Multinational Force and Observers

*Ib*MULTINATIONAL FORCE AND OBSERVERS  
ALEXANDRIA, VIRGINIA

March 2, 1982

Dear Mr. Minister:

With reference to my letter of today's date accepting your Government's offer to contribute to the MFO in accordance with the protocol of the Treaty of Peace between Egypt and Israel signed on March 26, 1979, it may assist if I confirm my understanding with respect to various aspects of participation in the MFO.

(1) It is understood that, as provided in paragraph 12 of the appendix to the Egypt-Israel protocol of August 3, 1981, members of the MFO are not subject to the civil jurisdiction of the courts or other legal process of Egypt or Israel in any matters relating to their official duties. It is also understood that, as provided in paragraph 38 of that appendix, claims against a member of the MFO made by the Government of Egypt or Israel or by residents thereof in respect to damages alleged to result from an act or omission of such member relating to his official duties shall be settled according to the claims provisions of the appendix. An award made by the Claims Commission against a member of the MFO shall be notified to the Director General for payment by the MFO. Accordingly, neither the individual member nor the participating State of which he is a national shall incur any liability in such official duty cases.

(2) With reference to paragraph 6 of the annex to the protocol, it is understood that national contingents provided to the MFO shall be placed under the operational control of the Force Commander. The Force Commander will issue orders to the National Contingents through the appropriate National Contingent Commander in accordance with the chain of command established by him pursuant to the protocol.

(3) It is understood that in exercising [these] functions under paragraphs 12(b), 13 and 42 of the appendix, the Director General will seek relevant information from the appropriate National Contingent Commander through the Force Commander.

(4) It is understood that in the application of paragraph 20 of the appendix, the Director General intends to follow the regulations and practices of the United Nations in their peacekeeping organizations so far as the display of flags and ensigns is concerned.

(5) With reference to paragraph 21 of the appendix, it is understood that service vehicles, boats and aircraft serving with the MFO shall be painted MFO colors, shall carry MFO identification marks and, in addition, shall carry only those marks or insignia as are necessary to satisfy international legal requirements applicable to State aircraft and boats.

(6) With reference to paragraph 24 of the appendix, it is understood that the Director General does not intend to delegate any of his powers directly to members of national contingents who are under the command of the National Contingent Commander.

(7) It is understood that where supplementary arrangements are to be made, as provided in paragraph 43 of the appendix, which substantially affect a national contingent, the Director General will first consult with the Government of the affected participating State.

(8) It is understood that the Director General intends to establish a consultative mechanism whereby he will meet with representatives designated by troop-contributing States accredited to the country where his headquarters will be located for briefing and discussion of issues of general concern. In addition, the Director General and his staff will be available at any time to hold bilateral consultations with troop-contributing State representatives on substantive issues of mutual concern.

(9) It is understood that any disputes which may arise between a participating State and the MFO which cannot properly be resolved through normal administrative channels may be raised by either the MFO or the participating Government for resolution at the diplomatic level between the Director General and the designated diplomatic representative of the participating Government.

I would appreciate your reply confirming the above understanding.

Sincerely,

[Signed]

LEAMON R. HUNT

Director General

Multinational Force and Observers

His Excellency Max van der Stoep  
Minister of Foreign Affairs  
The Hague  
The Netherlands

*IIb*

MINISTRY OF FOREIGN AFFAIRS  
THE HAGUE

Treaties Department

The Hague, 4 March 1982

DVE-63530

Dear Mr. Director General,

This is in reply to your letter of 2 March 1982, which sets forth a number of understandings concerning participation in the MFO. I am pleased to advise you that my Government confirms all of the understandings set forth in your letter.

With assurances of my highest consideration.

Sincerely,

[Signed]

M. VAN DER STOEL

Minister for Foreign Affairs  
of the Kingdom of the Netherlands

Mr. Leamon R. Hunt  
Director General  
Multinational Force and Observers

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