

No. 22082

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**NEW ZEALAND  
and  
MULTINATIONAL FORCE AND OBSERVERS**

**Exchange of letters constituting an agreement on the participation of New Zealand in the Sinai Multinational Force and Observers (with annexes, aide-mémoire and related exchange of letters). Alexandria, Virginia, 18 March 1982, and Washington, 19 March 1982**

*Authentic text: English.*

*Registered by New Zealand on 26 July 1983.*

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**NOUVELLE-ZÉLANDE  
et  
FORCE ET CORPS D'OBSERVATEURS  
MULTINATIONAUX**

**Échange de lettres constituant un accord relatif à la participation de la Nouvelle-Zélande à la Force et au Corps d'observateurs multinationaux dans le Sinaï (avec annexes, aide-mémoire et échange de lettres connexes). Alexandria (Virginie), 18 mars 1982, et Washington, 19 mars 1982**

*Texte authentique : anglais.*

*Enregistré par la Nouvelle-Zélande le 26 juillet 1983.*

## EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup> ON THE PARTICIPATION OF NEW ZEALAND IN THE SINAI MULTINATIONAL FORCE AND OBSERVERS

### I

*Leamon Hunt, Director-General, Multinational Force and Observers  
to Warren Cooper, Minister of Foreign Affairs of New Zealand*

Alexandria, Virginia, March 18, 1982

Dear Mr. Minister:

I have the honor to refer to the Treaty of Peace between the Arab Republic of Egypt and the State of Israel signed at Washington on March 26, 1979,<sup>2</sup> and to the enclosed Protocol between the Arab Republic of Egypt and the State of Israel of August 3, 1981,<sup>3</sup> which provides for the establishment of a Multinational Force and Observers (MFO).

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 contributing states that the contingents will 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 New Zealand to provide to the MFO a contingent consisting of approximately 35 personnel as detailed in annex I to this letter. It is my understanding that it is the intention of the Government of New Zealand to maintain its participation in the MFO for a period of two years, which may be extended by agreement.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the Protocol. In accordance with paragraph 3 of the annex to the Protocol, I would appreciate your confirmation that the New Zealand 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 New Zealand 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 participating state that it will 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 participating state concerning the

<sup>1</sup> Came into force on 19 March 1982, the date of the letter in reply, in accordance with the provisions of the said letters.

<sup>2</sup> United Nations, *Treaty Series*, vol. 1136, p. 101, and vol. 1138, p. 59.

<sup>3</sup> *Ibid.*, vol. 1335, No I-22403.

disposition of the bodies of its members who die in the service of the MFO, and of their personal property.

The financial arrangements between the MFO and the Government of New Zealand are set forth at annex II of this letter.

My separate letter of today's date confirms our 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 New Zealand in preparing and deploying its contingent for service in the MFO.

I have the honor to propose that this letter, including its attached annexes, and your reply confirming the agreement of your government to the terms thereof shall constitute an agreement on New Zealand's participation in the MFO, which shall enter into force on the date of your reply.

With assurances of my highest consideration,

Sincerely,

LEAMON R. HUNT  
Director-General  
Multinational Force and Observers

Attachments:

- Annex I — New Zealand Contribution
- Annex II — Financial Arrangements

Enclosures:

- Protocol
- Aide-mémoire

## ANNEX I

### NEW ZEALAND CONTRIBUTION

1. The Government of New Zealand shall provide to the MFO a portion of the personnel and equipment for the helicopter section of the MFO Aviation Support Group (which shall also include a fixed-wing section provided by another country).

2. The helicopter section shall consist of ten utility helicopters to meet the aircraft specifications set forth below. The Government of New Zealand shall provide two utility helicopters of a type to meet or exceed the capabilities of the UH-1H. Aircraft avionics shall include HF and VHF communications.

3. The helicopter section shall consist of the following personnel, the total number of which shall not exceed 128.

- (a) Headquarters staff;
- (b) Air crewmen;
- (c) Air traffic control section;
- (d) Maintenance section; and
- (e) Airfield services personnel.

The Government of New Zealand shall provide to the helicopter section a contingent of 29 personnel.

4. The helicopters shall be utilized for the purposes of command, control, observation, and liaison; for medical evacuation; for aerial movement of personnel, supplies and equipment; and for continuation training.

5. The Government of New Zealand shall be responsible for maintaining its own aircraft, either directly or pursuant to arrangements with the other contributor to the helicopter section and the MFO. In particular the Government of New Zealand shall be responsible for providing the appropriate ground support equipment and any special tools/test equipment necessary to maintain its aircraft either directly or pursuant to arrangements with the other contributor to the helicopter section and the MFO. The MFO shall provide hangar space and work areas in the northern base camp.

6. Air traffic control (ATC) responsibilities as defined in paragraph 7 below shall be performed by the helicopter section throughout the MFO area of operation and the Government of New Zealand shall, either directly or pursuant to arrangements with the other contributor to the helicopter section, provide personnel necessary for the purposes described below. The country providing fixed-wing aircraft shall liaise with the ATC section.

7. The ATC responsibilities shall consist of:

- (a) Receiving and processing flight plans for approximately 26 aircraft in the area of operation;
- (b) Providing twenty-four-hour flight-following capability for the same number of aircraft;
- (c) Receiving, filing and obtaining clearances for international flight plans;
- (d) Maintaining current aviation data in the flight-planning room for pilots; and
- (e) Implementing and maintaining a system for pilots to receive current weather information.

8. The Government of New Zealand shall also provide personnel to perform airfield services, either directly or pursuant to arrangements with the other contributor to the helicopter section, at the northern base camp and, on a limited basis, in two other locations to:

- (a) Refuel organic and transit aircraft;
- (b) Operate and maintain an aviation fuel tank truck with pump and filters which shall be provided by the MFO at the northern base camp, and
- (c) Arrange parking of organic and transit aircraft at the northern base camp.

9. The foregoing organizational arrangements may be modified from time to time by mutual consent of the MFO and the competent New Zealand authorities in consultation with the other contributor to the helicopter section.

10. The mission of the helicopter section of the Aviation Support Group, described in this annex, shall not be changed except with the consent of the Government of New Zealand, the MFO and the other contributor to the helicopter section.

11. The senior New Zealand officer, in his capacity as head of the New Zealand contingent, shall have direct access to the Force Commander.

12. Members of the helicopter section of the MFO Aviation Support Group may be armed with their normally assigned individual weapons.

13. The Government of New Zealand shall also provide staff-trained officers to the MFO Force Commander's staff for mutually acceptable positions.

## ANNEX II

### FINANCIAL ARRANGEMENTS

1. The Government of New Zealand shall remain responsible for the payment to the personnel of the New Zealand contingent, without cost to the MFO, of the salaries and allowances

in the nature of salary which would normally be paid to such personnel when stationed in New Zealand.

2. The MFO shall pay to the Government of New Zealand an amount equivalent to the cost to the Government of New Zealand of special allowances payable to the personnel of the New Zealand contingent.

3. The MFO shall provide, without cost to the Government of New Zealand, for the transportation of the personnel of the New Zealand contingent and their personal weapons and kit and capital equipment and support equipment from the designated point of departure to their station in the Sinai and return, in accordance with mutually acceptable rotation requirements.

4. The MFO shall provide, without cost to the Government of New Zealand, food, lodging and base support for New Zealand personnel in the Sinai. In addition, the MFO shall provide, without cost to the Government of New Zealand, all support for the operation and maintenance of the helicopters contributed by the Government of New Zealand for the use of the MFO.

5. The Government of New Zealand shall pay to the MFO the equivalent cost of food, lodging and base support for members of its contingent which would have been incurred by the Government of New Zealand if those members were stationed in New Zealand. In addition, the Government of New Zealand shall pay to the MFO an amount mutually determined, being the equivalent of the cost which it would have incurred for the operation and maintenance, in New Zealand, of helicopters contributed by the Government of New Zealand for the use of the MFO.

6. The Government of New Zealand shall provide, either directly or pursuant to arrangements with the other contributor to the helicopter section and without cost to the MFO, the capital equipment and support equipment required for the performance of the mission of the helicopter section. The MFO may also contribute capital equipment and support equipment at its election.

7. The MFO shall pay to the Government of New Zealand the actual cost of such special preparation and modification of equipment necessary for Sinai operation as has been mutually determined, and of the removal of such special preparation and modification upon cessation of deployment.

8. The Government of New Zealand shall provide to the personnel of the New Zealand contingent, without cost to the MFO, the personal weapons, uniforms and other personal equipment required to perform their mission in the Sinai.

9. All damage to or loss of property contributed by the Government of New Zealand for the use of the MFO shall be the responsibility of the MFO with the exception of all damage to or loss of property occurring while such property is being utilized other than in connection with the mission as set forth in annex 1.

10. Reimbursement by the MFO for payments made by the Government of New Zealand based upon national legislation and/or regulations for death, injury, disability or illness attributable to service with the MFO shall be as follows: where periodic payments are called for under national legislation or regulations, reimbursement shall be made in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim shall be required to enable reimbursement of payments due or made by the Government of New Zealand to beneficiaries in accordance with national legislation and/or regulations. This claim shall be appropriately certified by the Secretary to the Treasury of the Government of New Zealand.

11. The Government of New Zealand shall provide to the MFO an annual budget of all costs under this annex, with the exception of those which may be incurred by the Government of New Zealand under paragraphs 3 and 7 of this annex, for the period October 1 to September 30. The initial budget shall cover the period from the effective date of this annex until September 30, 1982.

12. Payment to the Government of New Zealand for whatever costs it will incur under paragraphs 3 and 7 of this annex shall be made within 30 days of presentation to the MFO of an invoice or other acceptable documentation explaining and supporting the payments requested by the Government of New Zealand. The settlement and payment of all other accounts under this annex shall take place on a quarterly basis with the first settlement and net payment being made on July 1, 1982, and quarterly thereafter.

13. The foregoing financial arrangements may be modified by mutual consent of the MFO and the competent New Zealand authorities.

## AIDE-MÉMOIRE

### GUIDELINES FOR GOVERNMENT OF NEW ZEALAND PLANNING FOR THE MULTINATIONAL FORCE AND OBSERVERS (MFO)

#### *Introduction*

The following are guidelines to governments preparing to assign troops for service with the MFO. The actual composition of such contingents being prepared will depend on the military policy, equipment and other national characteristics of the country concerned. Adherence to these guidelines where possible would ease to a very great extent the administrative problems of the contingent in the initial stages of its service with the MFO and enhance its operational efficiency. It would also be useful if representatives from national military headquarters were to hold further discussions with the MFO before proceeding to their assignment in the Sinai.

#### *Aim*

To provide the necessary guidelines to the Government of New Zealand to enable it to organize its contingent to the MFO.

#### *Organization*

A. The basic *mission* of the contingent, its suggested organizational structure and required capital and support equipment are set forth in annex I.

B. *Role of head of national contingent.* The senior New Zealand officer, as head of a national contingent, will have direct access to the MFO Force Commander. His rank should be appropriate to the contingent's size and function, but should not exceed Lt. Colonel since section chiefs and battalion commanders will be of that rank.

C. *Contribution to MFO Headquarters.* In order to ensure equitable representation of all contingents at all levels, a number of staff officers will be assigned by each contributor to the Force Headquarters. Accordingly, the Government of New Zealand is requested to provide a number of officers to be agreed for this purpose. The officers nominated to fill these posts must be staff trained.

D. *Common language of MFO.* English will be the common working language of this multinational force. All officers should be able to speak, read and write English.

E. *Clothing.* The personnel should be fully equipped in accordance with their national scales of issue. Since the weather may vary from hot and dry to cold and wet, an appropriate range of items of clothing should be provided.

The MFO accepts responsibility for providing the following items of clothing for all ranks:

Beret, MFO color .....	one
Field cap, MFO color .....	one
Hat badge, flash .....	one
Cloth shoulder patch .....	six
Armlet, olive drab .....	two
Scarf, MFO colour .....	two

The MFO will send to the troop-contributing state a minimum amount of berets, scarves, hat badges and shoulder patches to ensure that each individual may be given an initial partial issue. The remainder of the issue items will be obtained on arrival. It is imperative that the Director-General be informed soonest of the address to enable the initial issue to be air-freighted and arrive before the departure of the advance party.

#### *General information*

A. *Communications.* The MFO will provide communications among MFO elements working throughout the area of operations. The MFO will also provide communication links through its own channels between national contingents and their home countries. Should it be decided by the government to have its own national radio link to its contingent, it may do so on the understanding it will meet all the related costs without reimbursement by the MFO.

B. *Basic Equipment.* The following stores/equipment will be provided by the MFO as necessary (this list is not all-inclusive):

Generators	Chemical toilets
Freezers and refrigeration	Office equipment (as required)
Defense stores	Desks
Tentage (as required)	Tables
Personnel (sleeping accommodation)	Filing cabinets
Messing	Typewriters
Administration	Calculators
Workshops	Fans
Stores	Safes
Medical inspection	Special Equipment (as required)
Quartermaster stores (as required)	Fire-fighting
Sleeping bags, beds, etc.	Water purification
Mosquito netting	Observation (field, survey and night vision binoculars, night observation devices)
Wardrobes	Riot control equipment
Tables	Tradesmen's tools (saws, drills, etc.)
Desks	Compressor with auxiliary equipment
Chairs	
Blankets, sheets	
Disinfectants, cleaning material, and fumigants	

C. *Personal identification.* While in transit to and from the mission area, contingent personnel should be in possession of identification in accordance with their national regulations. On arrival, personnel will be issued an MFO identification card which will be the identity document required within Egypt and Israel. To expedite issuance, it is recommended that each individual possess a minimum of six recent photographs approximately 3 cm by 3 cm.

D. *Passports.* Individual passports will be required for members of troop contingents if they wish to travel in the two countries outside the MFO's immediate area of operations. Members of the troop contingents may arrive or leave the Sinai under the "collective passport" referred to in the Protocol (appendix, par. 7), but if a soldier wishes to take leave either in Egypt or Israel, or would like to be prepared for emergencies requiring travel outside the area, he must have his own passport and visa from the appropriate country.

E. *Medical.* It is strongly recommended that immunization against yellow fever, tetanus, typhoid and polio be included. Gammaglobulin against hepatitis should be given every three months. Malaria prophylaxis and salt tablets are recommended while in the area. MFO will provide these pharmaceuticals while the unit is in the area.

Preliminary planning is for the MFO to provide a central medical facility and staff at the northern headquarters site. Medical support at the field-hospital level and above will be provided by the Governments of Israel and Egypt.

F. *Ground transport.* The MFO will provide sufficient vehicles for unit needs.

G. *Personal services.* Haircuts, laundry, ablution and sanitation services will be provided by the MFO.

H. *Water.* It is anticipated that water in base camps will be provided through a pipeline system. Adequate water tank trucks, water trailers, water purification equipment and water pumps with hoses will also be provided as necessary. Jerry cans or similar containers will be provided as necessary for water distribution.

I. *Rations.* Rations will be supplied by the MFO in accordance with the "MFO Ration Scale" which may be modified to be comparable with the home scales of contingents and to cater to national food tastes and religious dietary customs. In this regard it is requested that the troop-contributing state provide the Director-General with a copy of the national ration scale as soon as possible.

J. *Transportation to and from the MFO area.* Initial movement into the area will be by air or sea as required. The MFO will coordinate the transportation into the area and from the area to the home country on the completion of the tour of duty and will cover all costs attendant thereto.

1. *Airlift arranged by the MFO.* In the event that the initial deployment is by air and the transportation is provided by the MFO, the following details are required by MFO as soon as they become available:

- Place of embarkation and name of airport;
- Dates troops and equipment will be ready for airlift;
- Dimensions and weights of large pieces of equipment;
- Total weight of equipment and stores to be airlifted; and
- Type and amount of dangerous cargo such as ammunition, acid, batteries, kerosene, fuel and oil.

2. *Movement control.* It is requested that the senior member on each flight have a completed manifest showing the number of passengers on board and the amount and type of cargo. This manifest will be given to the MFO movement control personnel on arrival. In addition, personnel familiar with movement control activities should be deployed on the first aircraft and be prepared to assist with subsequent arrivals of their contingent.

K. *Rotation.* Contingents are normally rotated after serving a period of at least six months with the Force. These rotations are arranged by the MFO either by chartered commercial aircraft or by military airlift. It is the responsibility of the contingent's home government to inform the MFO at least six weeks prior to the rotation of the exact dates they propose for the rotation and the number of troops to be rotated each way. The rotation will involve only the personnel and their personal gear (including personal weapons) up to 45 kg (unit equipment is not rotated).

A reasonable amount of additional freight may be allowed by air up to the available capacity of the aircraft after accommodating the passengers with their personal baggage. Contractual arrangements with commercial airlines are made by the MFO. Experience has shown the paramount need for close liaison with the MFO on all transportation arrangements. Failure to provide the required information in time to carry out the arrangements could delay the acquisition of airlift and the diplomatic overflight clearances.



L. *Accommodation.* Accommodations shall be provided in accordance with the policy decided for the MFO. Generally, accommodation is arranged in accordance with the local conditions and availability of facilities. It may be concentrated into platoon, company or contingent camps according to the operational role of the contingent. If civilian accommodation must be rented, arrangements will be concluded by the chief administrative officer of the MFO.

M. *Local resources.* If a contingent requires contractual services, the contingent commanding officer should forward his request to MFO headquarters. Contracts for services, supplies, equipment and other requirements will be made only through the chief administrative officer. Such matters include procurement of:

- Land and accommodation;
- Petrol, oil and lubricants;
- Fresh rations;
- Water supply;
- Rentals;
- Public service facilities;
- Laundry and cleaning;
- Civilian labor;
- Garbage disposal;
- Hair cutting;
- Cobbler services;
- Tailoring.

N. *Letters of Assist.* Where a special need arises for essential items which are not available from normal sources of supply and the home government is the only logical source of supply, arrangements will be made by the Director-General for the requisitions to be processed through MFO in the form of a Letter of Assist addressed to the government concerned. The Letter of Assist is a contracting method by which the MFO arranges for the provisioning of such special supplies or services from a national government based on the issuing of a numbered letter as authority.

To ensure effective control, it should be stressed that once a contingent enters the area of operation and becomes a part of the MFO, all equipment and supplies required thereafter (except for self-sufficiency) for the continued operational support of the contingent — and which would normally involve a charge to the MFO — should be requisitioned through the Director-General's administrative channels. Since the Force Commander and the chief administrative officer work in close cooperation with the Director-General, who in turn ensures liaison with governments, it is felt that the operational needs of the various contingents in the field would be served most efficiently by centralizing, as is usual with peacekeeping forces, all requisitions of military supplies in this manner.

O. *Pay and allowances.* Pay and allowances will be as provided in paragraphs 1 and 2 of annex II to the Director-General's letter of 18 March 1982 to the Government of New Zealand.

P. *Maintenance in the Sinai.* The cost of food, lodging, base support and operations and maintenance will be provided in paragraphs 4 and 5 of annex II to the Director-General's letter of 18 March 1982 to the Government of New Zealand.

Q. *Reimbursement for equipment and supplies.* The cost of equipment and supplies and of their transportation will be met as provided in paragraphs 3, 6 and 7 of annex II to the Director-General's letter of 18 March 1982 to the Government of New Zealand.

R. *Payments for death, injury, disability or illness.* Payment for death, injury, disability or illness and for damage to or loss of property will be as provided in paragraphs 9 and 10 of annex II to the Director-General's letter of 18 March 1982 to the Government of New Zealand.

S. *Official travel of MFO personnel.* Members of the contingent who are required to make official duty trips to points where MFO food and lodging facilities cannot be provided will be paid at appropriate rates established by the MFO.

T. *Airline tickets* will be provided by the MFO in some circumstances for members and escorts if repatriation is authorized for medical, compassionate or other reason by the Force Commander.

U. *MFO orders.* The Force Commander is empowered to issue orders consistent with the authority granted by the Director-General of the MFO implementing the Protocol between the Arab Republic of Egypt and the State of Israel. Such orders may be revised from time to time and are binding upon all members of the Force.

V. *Postal.* The MFO provides for members of the Force the free dispatch to the home country of a limited amount of personal mail. Contingents may avail themselves of this service, if desired, once an agreement has been concluded between the troop-contributing state and the MFO. Each troop-contributing state is required to designate a special postal address in the home country.

Handling of mail to and from participating countries is governed by local conditions in accordance with the available means of transportation and agreement with the participating governments and the postal facilities of the host government.

W. *Currency exchanges.* Currency regulations vary from country to country. Regulations for currency exchange are established to ensure that national currency regulations are respected in the area as well as in neighbouring countries which the members may visit on leave or on duty. Regulations pertaining to the MFO will be obtained upon arrival in the MFO area.

X. *Recreational equipment.* The MFO encourages units to bring sports equipment, personal musical instruments, and other recreational supplies for the use of their own units, for both intramural and extramural competitions.

## II

*Warren Cooper, Minister of Foreign Affairs of New Zealand  
to Leamon Hunt, Director-General of Multinational Force and Observers*

NEW ZEALAND EMBASSY  
WASHINGTON

19 March 1982

Dear Mr. Director-General,

Thank you for your letter of March 18, 1982. I wish to confirm to you that the Government of New Zealand shall contribute to the MFO a contingent as detailed in annex I to your letter and is prepared to maintain its participation in the MFO for a period of two years, which may be extended by agreement.

I confirm to you as well that the Government of New Zealand 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 the 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 March 18, 1982, including the attached annexes I and II, together with this reply shall constitute an agreement on New Zealand's participation in the MFO, which shall enter into force on this date.

With assurances of my highest consideration,  
Yours sincerely,

WARREN COOPER  
Minister of Foreign Affairs

## RELATED LETTERS

### I

*Leamon Hunt, Director-General, Multinational Force and Observers  
to Warren Cooper, Minister of Foreign Affairs of New Zealand*

Alexandria, Virginia, March 18, 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 to the Treaty of Peace between the Arab Republic of Egypt and the State of Israel signed at Washington on March 26, 1979, it may assist if I confirm our 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 Protocol between the Arab Republic of Egypt and the State of Israel 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 matter 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 contingent commander in accordance with the chain of command established by him pursuant to the Protocol.

(3) It is understood that in exercising his functions under paragraphs 12(b), 13 and 42 of the appendix, the Director-General shall seek relevant information from the appropriate national contingent commander through the Force Commander.

(4) In the application of paragraph 20 of the appendix, the Director-General intends to follow the regulations and practices of the United Nations in its 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 identifi-

cation 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 commanders.

(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 shall 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 participating states at his headquarters for briefing and discussion of issues of general concern. In addition, the Director-General and his staff shall be available at any time to hold bilateral consultations with participating 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 government of the participating state for resolution at the diplomatic level between the Director-General and the designated diplomatic representative of the government of the participating state.

I would appreciate your reply confirming the above understandings.

Sincerely,

LEAMON R. HUNT  
Director General  
Multinational Force and Observers

## II

*Warren Cooper, Minister of Foreign Affairs of New Zealand  
to Leamon Hunt, Director-General of Multinational Force and Observers*

NEW ZEALAND EMBASSY  
WASHINGTON

19 March 1982

Dear Mr. Director-General,

This is in reply to your letter of March 18, 1982, which sets forth a number of understandings concerning participation in the MFO. I am pleased to advise you that my Government confirms the understandings set forth in your letter.

Yours sincerely,

WARREN COOPER  
Minister of Foreign Affairs