

**CANADA
and
MULTINATIONAL FORCE AND OBSERVERS**

Exchange of notes constituting an agreement on the participation of Canada in the Sinai Multinational Force and Observers (with terms of participation). Rome and Ottawa, 28 June 1985

Authentic texts: English and French.

Authentic text of terms of participation: English.

Registered by Canada on 16 July 1987.

**CANADA
et
FORCE MULTINATIONALE ET D'OBSERVATEURS**

Échange de notes constituant un accord sur la participation du Canada à la Force multinationale et d'observateurs du Sinaï (avec conditions de participation). Rome et Ottawa, 28 juin 1985

Textes authentiques : anglais et français.

Texte authentique des conditions de participation : anglais.

Enregistré par le Canada le 16 juillet 1987.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE MULTINATIONAL FORCE AND OBSERVERS ON THE PARTICIPATION OF CANADA IN THE SINAI MULTINATIONAL FORCE AND OBSERVERS

I

MULTINATIONAL FORCE AND OBSERVERS ROME, ITALY

Sir:

I have the honor to refer to recent discussions regarding the proposed participation of Canada in the Multinational Force and Observers, which have resulted in certain understandings regarding the rotary-wing aviation mission to be executed by the Canadian contingent and financial and other aspects of the Canadian participation. These understandings are recorded in the Terms of Participation which are annexed to this note.

Pursuant to the responsibilities vested in me by the Protocol² to the Treaty of Peace between the Arab Republic of Egypt and the State of Israel,³ and their authorization to extend this invitation, I have the further honor of proposing that on this basis the Government of Canada agree to furnish a contingent to the Organization in order to contribute to the further strengthening of the bonds of peace between these two States by assisting in ensuring the carrying out of the peacekeeping responsibilities set forth in the Treaty and the Protocol.

I am required by the Protocol to secure your agreement in this connection that the contingent to be contributed by Canada will conduct itself in accordance with the terms of the Treaty and the Protocol. Further, the Protocol requires me to stress the importance of continuity of service with the peacekeeping mission in the Sinai, and in this regard to obtain your assurances that the contingent to be contributed by your country will not be withdrawn without adequate prior notice to me, which shall be deemed satisfied by the provisions on duration and termination hereinafter set forth.

If the above is satisfactory to your Government, I have the honor to propose that this note and its annex, together with your affirmative response, shall constitute an Agreement between your Government and this Organization, effective on the date of your reply. This Agreement shall continue in force for a minimum period of two years from the date of full deployment of the contingent, and remain in force thereafter until such time as the Governments of Israel and Egypt may mutually agree to terminate the mandate of the Organization, or unless Canada shall provide written notice of twelve months of its intention to withdraw from the agreed mission or the Organization.

¹ Came into force on 28 June 1985, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 1335, p. 327.

³ *Ibid.*, vol. 1136, p. 100, and vol. 1138, p. 59.

Please accept the assurances of my highest consideration, and the expression of the sincere appreciation of those now participating in the Organization for Canada's willingness to share in our commitment to maintain the peace.

PETER D. CONSTABLE
Director-General

The Right Honourable Joe Clark
Secretary of State for External Affairs
Ottawa, Ontario
Canada

ANNEX

TERMS OF PARTICIPATION

I. *Composition and Mission of the Canadian Contingent*

1. The Government of Canada (Canada) shall provide a contingent of no more than 140 personnel, and equipment, as hereinafter provided, for the Rotary Wing Aviation Unit (RWAU) of the Multinational Force and Observers (MFO) to be based at el Gorah, Arab Republic of Egypt, and staff-trained officers for those positions on the MFO Force Commander's Staff as may be mutually agreed upon.
2. The primary mission of the RWAU shall be to conduct, as required by the Force Commander, rotary wing operations for the purposes of observation and verification, command and control, logistic support (including but not limited to the aerial movement of MFO and support contractor personnel, official visitors, supplies and equipment), MFO search and rescue, aerial medical evacuation and unit training. The RWAU shall also be responsible for the operation of the MFO air traffic control system and such other missions as may be agreed upon by Canada and the MFO.
3. In performing its mission the Canadian Contingent may be augmented by personnel from other Participating States. The MFO shall come to agreement with Canada upon the nature and extent of such non-Canadian augmentation before implementing any augmentation arrangements.
4. The flying mission of the RWAU shall be conducted in accordance with Canadian and MFO orders and regulations, and where they differ, the more stringent standard shall prevail.
5. Canada shall provide 9 unarmed CH135 helicopters capable of an average total annual flying rate of 4,800 hours to undertake its mission. The helicopters shall be painted in MFO colours and display MFO and internationally-required information and symbols. Aircraft avionics shall include Omega/VLF navigational aids, and HF and VHF communications compatible with those in use with the MFO. Whenever any of the helicopters is or will be unavailable for MFO service for more than 60 calendar days, the MFO may request Canada to provide a replacement aircraft.
6. Subject to mutual agreement, the MFO shall provide hangar, work and storage space, aircraft spares, specialist and ground support equipment required by the Canadian Contingent, shall be responsible for providing all logistic support, and shall provide maintenance beyond contingent capability of the helicopters, specialist and general support equipment, and other contingent equipment, owned or used by the Canadian Contingent. The MFO shall provide quality assurance in accordance with Canadian national standards for all procurement of spare parts, and repair and overhaul services.
7. Unless otherwise agreed to by Canada, the helicopters and other contingent equipment of the Canadian Contingent shall be maintained in accordance with the standards, engineering specifications and other regulations normally in force in Canada.
8. The mission of the RWAU shall not be changed except with the mutual consent of Canada and the MFO.

9. The Canadian Contingent shall be fully deployed and operational on 31 March 1986.

II. *Financial Arrangements*

1. Canada shall be responsible for and make all payments of the salary and allowances to the personnel of the Canadian Contingent which would normally be paid to such personnel when stationed in Canada.

2. The MFO shall reimburse Canada in an agreed amount corresponding to the costs to Canada of special allowances and benefits incurred in support of members of the Canadian Contingent for peacekeeping service with the MFO.

3. The MFO shall furnish, without cost to Canada, transportation for the personnel of the Canadian Contingent and their personal weapons, ammunition and kit, and for the positioning of capital equipment, from designated departure points to el Gorah and return, in accordance with mutually acceptable rotation requirements. The MFO shall also provide return transportation for medical and other repatriations, with escorts as appropriate, at no cost to Canada.

4. The MFO shall furnish, without cost to Canada, food, lodging, and base support for Canadian Contingent members in the Sinai. The MFO shall also provide medical and dental care in accordance with MFO programs and directives. Canadian Contingent members will arrive in the Sinai medically and dentally fit for their assigned duties.

5. Canada shall credit to the MFO an agreed amount of the direct cost of supporting members of the Canadian Contingent which would have been incurred by Canada had those members been stationed in Canada.

6. Canada shall furnish to the members of the Canadian Contingent, without cost to the MFO, the personal weapons, ammunition, uniforms and other personal equipment required to perform their mission in the Sinai. Personnel shall be armed with individual weapons in accordance with national regulations and the contingent furnished at all times with ammunition stocks of two MFO basic loads per weapon, and an additional training amount of one-half of an MFO basic load per weapon.

7. Canada shall furnish, without cost to the MFO, the helicopters contributed to the RWAU.

8. The MFO shall furnish, at no cost to Canada, specialist and ground support equipment, all required spare parts and other contingent equipment required for the performance of the mission of the RWAU.

9. The MFO shall either provide at its own expense, or reimburse Canada, for all support for the operation and maintenance of the helicopters contributed by Canada for the use of the MFO, including costs of necessary maintenance-related rotations of aircraft and replacement aircraft. Canada shall credit to the MFO an amount equivalent to the net incremental cost which Canada would have otherwise incurred for the helicopters' operation and maintenance in Canada. As part of its assumption of operational costs, the MFO shall pay for and furnish all petroleum products necessary for MFO mission purposes.

10. All damage to or loss of property contributed by Canada for the use of the MFO shall be the responsibility of the MFO when such damage or loss occurs while the property is being utilized for MFO purposes. In cases in which the MFO must replace an item of equipment pursuant to this provision, the MFO shall either reimburse Canada the replacement cost of the lost or non-repairable equipment, or, subject to agreement by Canada, procure a replacement item as nearly equivalent as practicable to the lost or non-repairable property; if likely to result in more advantageous terms, such procurement shall be assisted or undertaken by Canada as may be mutually agreed.

11. The MFO shall reimburse Canada for the actual cost of special preparation and modification of equipment as has been mutually determined to be necessary for Sinai operation, and, on request by Canada, for the costs of removal of such special preparation and modification upon termination of Canada's participation in the RWAU. Reimbursement to Canada for any such costs it

may incur shall be made within 30 days of receipt by the MFO of an invoice or other acceptable document explaining and supporting the payments requested by Canada.

12. The settlement of all credits to or reimbursements by the MFO under this Part, with the exception of those which may be incurred under paragraph 11 of this Part, shall take place on a quarterly basis with the first settlement and net payment being made effective on 30 June 1986, and quarterly thereafter.

13. Upon presentation by Canada of an appropriately documented claim, the MFO shall reimburse Canada for any payments it makes pursuant to Canadian laws and regulations in the case of deaths, injuries and incapacities of Canadian Contingent members attributable to service in the MFO. The payments for such death, injuries and incapacities shall be processed by Canada in accordance with Canadian law and practices. In the event that Canadian laws and regulations require periodic payments, the MFO shall pay a lump sum calculated on the basis of actuarial statistics provided by Canada.

14. At the request of either party, whenever necessary, the MFO and Canada shall hold consultations on the questions of the allocation of responsibility for claims as between the MFO and Canada and the implementation of the principles and procedures set forth in this Agreement, taking into account relevant UN practices.

15. The totality of the financial contribution to be made to the MFO by Canada is set forth in these Terms of Participation. In particular, neither Canada nor any member of the Canadian Contingent shall bear any financial liability in connection with any claim relating to the performance of official duties that may be determined pursuant to paragraph 38 of the Appendix to the Protocol.

III. Administration and Management

1. With reference to paragraph 6 of the Annex to the Protocol, it is understood that the Canadian Contingent is to be placed under the operational control of the Force Commander. The Senior Canadian Officer, in his capacity as commander of the Canadian Contingent, shall have direct access to the Force Commander. The Force Commander shall issue orders of an operational nature to the Commanding Officer of the RWAU in accordance with the chain of command established by the Force Commander pursuant to the Protocol. In all other matters the Force Commander shall issue orders to the Contingent Commander in accordance with the aforementioned chain of command. The contingent contributed by Canada shall comply with MFO directives, regulations and orders, except that where there is a conflict between these Terms of Participation and MFO directives, regulations and orders, these Terms of Participation shall prevail.

2. (a) Canada may provide direct radio or other communications links with its contingent at its own expense. Implementation of a decision to do so shall be coordinated with the Force Commander. Avoidance of any interference with MFO communications is the responsibility of Canada. Frequencies must be agreed upon between Canada and the Government of the Arab Republic of Egypt.

(b) Direct telex and telephone communications links between the Force and the MFO Headquarters may be utilized for communication of messages between the Contingent Commander and the Embassy of Canada in Rome. The MFO shall assure their prompt delivery and shall keep such messages clearly marked as contingent communications out of regular distribution channels so as to limit their handling only to those with a need for access directly related to their communication and delivery.

(c) MFO communications facilities may be utilized by the Contingent Commander for communications with Canada, without cost to the MFO, and on a space-available basis. The Force Commander may authorize communications payable by the MFO in cases of personal emergency or for humanitarian reasons.

(d) The MFO Headquarters shall be the channel for official communications between the MFO and Canada.

3 (a) The MFO shall provide at its expense postal service to the Canadian Contingent limited to the dispatch of personal letters back and forth between the Contingent and a designated postal address in Canada, subject to specified size and weight limitations. The contingent shall make its own arrangements to distribute Canadian postage stamps. Canada shall arrange and pay for outbound shipments of pouches to a designated address in Tel Aviv, and shall be reimbursed by the MFO on submission of appropriate documentation pursuant to the procedure provided for in Part II (12) of this Agreement. The MFO shall ensure a minimum of one delivery and pick-up of contingent mail per week in the Sinai.

(b) Canada may enter into agreements with postal authorities of a Receiving State to arrange its own mail and parcel post deliveries to the contingent.

4. Consistent with Paragraph 11 (c) of the Appendix to the Protocol, Canada shall take the necessary measures to assure the proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel. Canada shall notify the MFO of the terms of any supplementary agreement with a Receiving State pursuant to paragraph 11 (d) of the Protocol Appendix. Any repatriation of personnel for disciplinary reasons shall be coordinated with the Director-General and appropriate arrangements shall be made to ensure the availability of the individual in connection with any related investigation or legal proceedings. Insofar as possible and in accordance with national regulations, the Contingent Commander shall be prepared to assist in any MFO investigation of any act causing loss or damage to MFO-owned equipment, vehicles or other property resulting from contravention of national or MFO regulations or orders, to discipline the person causing such loss or damage, and to secure from that person for the MFO partial or total compensation. MFO-owned equipment, vehicles or other property used by the Canadian Contingent shall be repaired or replaced whether or not such compensation can be legally obtained. Upon the request of the MFO, Canada shall provide information on the disposition of any case under its national legal procedures.

5. The Force Commander and the Contingent Commander shall agree on the uses of contributed equipment, including training, that are necessary and appropriate for carrying out the contingent's MFO mission and for enhancing MFO readiness. All other training or equipment use requirements for contingent or national purposes shall be notified to and coordinated with the Force Commander, who may authorize limits to such uses.

6. All procurement of items required by the contingent for MFO service (other than the helicopters and other contingent-contributed equipment described in Parts I and II above) shall be through MFO letter of assist or procurement channels. MFO payment of costs of items procured by the MFO from Canada, and their transportation, shall be in accordance with Part II (12) above. Such items shall be subject to MFO inspection on arrival in the Sinai and shall become the property of the MFO. Contingent requirements for goods or services from local sources, even if at contingent expense, shall be procured through MFO procurement channels, except as may be previously agreed. All contingent equipment and supplies to be imported from Canada, including arms and ammunition, shall be notified to the MFO Headquarters, which may set limits to such importation. All property required for the MFO mission shall be fully accounted for in MFO property systems.

7. In connection with paragraph 42 of the Appendix to the Protocol, the MFO shall ascertain and act in accordance with the wishes of Canada.

8. In the application of paragraph 20 of the Appendix to the Protocol, the MFO shall follow the regulations and practices of the UN in its peacekeeping operations with respect to flag and ensign display.

9. Canada or its contingent shall have the right to conduct accident, disciplinary or other investigations in connection with events relating to the contingent or its assets in accordance with Canadian laws and regulations. These investigations shall be coordinated with any parallel MFO investigation. To the extent possible under Canadian laws and regulations, the parties shall assist each other in the conduct of the investigations.

10. Members of the Canadian Contingent may be repatriated before completion of their tour of duty at the request of Canada. The MFO shall concur in such requests but may require that if a member fills an important staff or other unique position, a suitable replacement be furnished in time for overlap to occur between the replacement and the departing member.

IV. *Final Clauses*

1. This Agreement may be supplemented or amended at any time by mutual agreement of the parties.

2. Implementing arrangements relating to the conduct of the mission in the Sinai pursuant to this or other relevant agreements between the parties may be made by the Force Commander and the Contingent Commander, or between them and any other country contributing to the MFO. Such arrangements shall be recorded in writing, and notified to Canada by the Contingent Commander, and to the MFO Headquarters by the Force Commander.

3. Canada intends to take appropriate steps to give effect in Canada to the international organization privileges and immunities conferred on the MFO by the Protocol to the Treaty of Peace.

4. Where any conflict exists between this Agreement and MFO directives, orders and regulations, this Agreement shall prevail.

5. Any difference regarding the interpretation or application of this Agreement shall be settled through diplomatic channels between the MFO Director-General and Canada.