

No. 30317

**AUSTRALIA
and
MULTINATIONAL FORCE AND OBSERVERS**

**Exchange of notes constituting an agreement concerning the
resumption of Australian participation in the Multi-
national Force and Observers (MFO) (with annexes).
Rome, 4 January 1993**

Authentic text: English.

Registered by Australia on 28 September 1993.

**AUSTRALIE
et
FORCE ET CORPS
D'OBSERVATEURS MULTINATIONAUX**

**Échange de notes constituant un accord relatif au renouvel-
lement de la participation de l'Australie à la Force et
au Corps d'observateurs multinationaux (avec annexes).
Rome, 4 janvier 1993**

Texte authentique : anglais.

Enregistré par l'Australie le 28 septembre 1993.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE MULTINATIONAL FORCE AND OBSERVERS (MFO) CONCERNING THE RESUMPTION OF AUSTRALIAN PARTICIPATION IN THE MULTINATIONAL FORCE AND OBSERVERS (MFO)

I

MULTINATIONAL FORCE AND OBSERVERS

ROME, ITALY

Sir,

I have the honor to refer to recent discussions regarding the proposed renewed participation of Australia in the Multinational Force and Observers (MFO) through the provision of personnel for the staff of the Force Commander.

Following from those discussions I have the honor to propose the following:

1. The Australian participation in the MFO shall be governed by the Exchange of Letters of 16 and 17 March 1982 constituting an Agreement concerning Australian Participation in the MFO (the "Participation Agreement") and the related understandings set out in a further exchange of letters on 16 and 17 March 1982² with the following modifications:

¹ Came into force on 4 January 1993, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 1329, p. 117.

(a) Annex I of the MFO letter of 16 March 1982 forming part of the Participation Agreement shall be deleted in its entirety and substituted by Annex I to this Note which reflects the nature of the present Australian contribution to the MFO.

(b) Paragraph 3 of Annex II of the same letter shall read as follows:

"The MFO shall provide, without cost to the Government of Australia, for the transportation of the personnel of the Australian Contingent and their personal weapons and kit and contingent stores and support equipment from the designated point of departure (Sydney) to the MFO duty station in either of the Receiving States and on return to the designated point of return (Sydney)."

(c) Annex II of the same letter is further amended as follows: in paragraphs 4 and 5, delete the last sentence of each; Paragraphs 6 and 7, delete in their entirety; in paragraph 11, delete the last sentence and replace with "The initial budget shall cover the period from the date of deployment as fixed in Annex I until 30 September 1993"; in paragraph 12, delete "and 7" and replace "July 1, 1982" with "31 March 1993"; and in paragraphs 11 and 12, replace "paragraphs 3 and 7" by "paragraph 3".

2. To reflect changes in MFO practice since 1982, there shall be incorporated a new Annex III, which is annexed to this Note.

3. The Australian Contingent shall be deployed for a period of two years, which may be extended by agreement, unless it is withdrawn earlier as a result of the Government of the Arab Republic of Egypt and the Government of the State of Israel agreeing to terminate the mandate of the MFO.

4. The Parties shall consult at the request of either concerning any matter arising under this Agreement including any proposal for an extension of the deployment of the Australian Contingent. At least six months' notice of any such proposal shall be given.

On behalf of the two Parties to the Treaty of Peace,¹ and the MFO, I welcome the decision of the Government of Australia to resume its participation in the MFO on the foregoing basis.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and its Annexes, together with your confirmatory reply, shall constitute an agreement on Australian participation in the Force which shall enter into force on the date of your reply.

¹United Nations, *Treaty Series*, vol. 1136, p. 100, and vol. 1138, p. 59.

Accept, Sir, the assurances of my highest consideration, and the expression of the sincere appreciation of the Funds-Contributing and Participating States for the decision to share, once again, in our commitment to maintain the peace.

[Signed]

WAT T. CLUVERIUS IV
Director General

His Excellency Archibald D. Campbell
Ambassador of Australia
Rome, Italy

Attachments:

Annex I — Composition and Mission of Australian Contingent
Annexe III — Administration and Management

January 4, 1993, Rome, Italy

ANNEX I

COMPOSITION AND MISSION OF THE AUSTRALIAN CONTINGENT

1. The Government of Australia shall provide a contingent of staff-trained officers, non-commissioned officers and enlisted personnel (the "Australian Contingent") for such positions on the staff of the Force Commander and in such numbers as may, from time to time, be mutually determined.
2. The initial deployment of the Australian Contingent shall consist of approximately 26 personnel and shall occur on or about January 1993.
3. In performing assigned responsibilities on the Force Commander's staff, personnel of the Australian Contingent may be augmented by or integrated with personnel from other Participating States.
4. Unless otherwise mutually determined, personnel of the Australian Contingent shall serve one-year unaccompanied tours. The Government of Australia and the MFO (hereinafter referred to as "the Parties") shall consult and mutually determine rotation of the Australian Contingent to ensure continuity to all Australian Contingent positions.
5. The commander of the Australian Contingent (the "Contingent Commander") shall have direct access to the Force Commander on contingent business.

ANNEX III

ADMINISTRATION AND MANAGEMENT

1. The Government of Australia shall require personnel of the Australian Contingent to comply with MFO directives, regulations and orders.

2. The MFO shall provide personnel of the Australian Contingent routine outpatient medical and dental care and emergency stabilization at MFO treatment facilities in the Sinai and referral to medical facilities in the Receiving States or medical repatriation, if necessary.

3. The Government of Australia shall ensure that personnel of the Australian Contingent are medically and dentally fit prior to their deployment to the MFO. The MFO shall give notice to the Government of Australia of the medical and dental conditions that should bar deployment to the MFO and the immunisations that personnel of the Australian Contingent should receive prior to deployment.

4. If personnel of the Australian Contingent, who are deployed after a notice specified in paragraph 3 is given, require medical or dental care or repatriation due to:
 - (i) a pre-existing condition specified by the MFO in the notice referred to in paragraph 3 of this Annex; or

(ii) the personnel's failure to obtain an immunisation specified by the MFO in the notice referred to above, the MFO may charge the Government of Australia for the costs associated with that individual's care or repatriation.

5. The MFO shall be responsible for the repatriation of the remains of deceased personnel to Australia.

6. (a) The MFO shall utilise an "MFO Routing" to transport personnel of the Australian Contingent.

(b) The MFO Routing is the most direct routing, including an overnight rest stop, from Sydney to the MFO duty station in either of the Receiving States and, on completion of duty with the MFO, from the MFO duty station on the most direct routing, including an overnight rest stop, to Sydney. Travel on the MFO Routing shall generally be at MFO contract prices on regularly scheduled commercial carriers. The Government of Australia or the personnel concerned shall be responsible for any costs of accommodation and allowances associated with any rest stop.

(c) Personnel of the Australian Contingent shall be deemed to have entered service attributable to the MFO from the time they leave Sydney for the purpose of assuming duty with the MFO. Unless otherwise mutually determined, personnel who deviate, for reason of personal or national, official convenience (including illness due to the matters set out in paragraph 4 of this Annex), from the MFO Routing shall not, while they are on that deviation, be considered to be on

service attributable to the MFO. Personnel whose journey to assume MFO duty begins at a place other than Sydney shall not be deemed to have entered service attributable to the MFO until they have reported to MFO authorities.

(d) Personnel of the Australian Contingent, on completing duty with the MFO, shall cease service attributable to the MFO in accordance with the following:

(i) with respect to personnel with an onward duty station in Australia who travel directly to Australia, their MFO service shall terminate upon their arrival in Australia;

(ii) with respect to personnel with an onward duty station outside Australia who travel directly to that country, MFO service shall terminate upon that individual's arrival at any point in that country;

(iii) with respect to personnel who, for reasons of personal or national, official convenience (including illness, due to the matters set out at paragraph 4 of this Annex) delay arrival in the country of the new duty station, MFO service shall terminate upon their departure from either Egypt or Israel (the "Receiving States"); and

(iv) with respect to personnel who, for reasons of personal or national, official convenience (but not for reason of illness), delay departure from the Receiving

States, MFO service shall terminate upon their departure from their MFO duty station.

(e) The MFO shall not be responsible for the late arrival at the onward duty station of any personnel who deviate from the MFO Routing; and

(f) Any additional costs resulting from deviations from MFO Routing, including deviations as a result of an illness as described in Paragraph 4 of this Annex, shall be borne by the Government of Australia or the individual.

7. The Government of Australia shall provide, without cost to the MFO, the ammunition required by the Australian Contingent to perform its mission in the Sinai. The Australian Contingent shall be 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. The MFO basic load is 200 rounds for a rifle and 26 rounds for a pistol.

8. (a) The Government of Australia 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 MFO Force Commander. Avoidance of any interference with MFO communications is the responsibility of the Government of Australia. Frequencies must be mutually determined between the Government of Australia and the Government of the Arab Republic of Egypt.

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

(c) MFO communications facilities may be utilised by the Contingent Commander for communications with Australia on contingent business, without cost to the MFO, and on a space-available basis. The MFO Force Commander may authorise communications payable by the MFO in cases of personal emergency or for humanitarian reasons, or, after consultation with MFO Headquarters in Rome, on MFO business.

(d) The MFO Headquarters in Rome shall be the channel for official communications between the MFO and the Government of Australia.

9. (a) Subject to specified size and weight limitations, the MFO shall ensure a minimum of one delivery and pick-up of contingent letters per week in the Sinai and shall arrange for shipment of contingent letters to a designated postal address in Australia. The Australian Contingent shall make its own arrangements to distribute Australian postage stamps. The Government of Australia shall arrange and pay for shipments of

pouches from Australia 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 Paragraph 12 of Annex II of the MFO letter forming part of the Participation Agreement.

(b) The Government of Australia may enter into arrangements with the postal authorities of a Receiving State and other Participating States for its mail and parcel post deliveries to and from the Australian Contingent. Where such arrangements are entered into the MFO shall reimburse Australia an amount equivalent to that for which it would have been responsible under Paragraph 9(a) for the shipment of mail pouches between Australia and Tel Aviv.

(c) The designated postal addresses in Australia and Tel Aviv shall be the addresses listed below or such other addresses as a Party may notify to the other Party in writing from time to time:

In Australia: The Manager
International Mail Centre,
Sydney NSW 2890
Australia

In Tel Aviv: AUSCON
MFO
P.O. Box 99000
Tel Aviv 61999
Israel

(d) Additional letter mail and parcel post is available by international mail through the Tel Aviv address indicated

above. For outbound letters and parcels, Israeli postage is sold at North Camp.

10. Contingent requirements for goods or services from local sources, even if at Australian Contingent expense, shall be procured through MFO procurement channels, except as may be previously mutually determined. All contingent stores and support equipment and supplies to be imported by the Government of Australia, including arms and ammunition, shall be notified at least 4 weeks in advance to the MFO Headquarters, which may set limits on such importation.

11. Insofar as possible and in accordance with Australian law, the Contingent Commander shall assist the MFO in any investigation of any act causing loss to the MFO, including damage to MFO-owned equipment, vehicles or other property, resulting from the contravention of national or MFO regulations or orders; such assistance may include, where appropriate, action to discipline the personnel concerned and to provide the MFO restitution by recovering the cost of such loss or damage from the personnel concerned.

12. Whenever the Government of Australia investigates any personnel of the Australian Contingent under Australian law for having allegedly caused loss or damage to MFO property, the Government of Australia shall provide information on the disposition of any such case at the request of the MFO.

13. The Government of Australia shall have the right to conduct accident, disciplinary or other investigations in connection with events relating to the Australian Contingent or its property in accordance with Australian law. These investigations shall be coordinated with any parallel MFO investigation. The MFO shall assist the Government of Australia in the conduct of the investigations.

14. Personnel of the Australian Contingent may be repatriated, at the request of the Government of Australia, before completion of their tour of duty. The MFO shall concur in such requests but may require that if an individual fills an important staff or other position for which the MFO has no ready replacement, a suitable replacement be furnished in time for overlap to occur between the replacement and the departing personnel.

15. The repatriation of any personnel for disciplinary reasons shall be co-ordinated with the Director General. Appropriate arrangements shall be made to ensure the availability of such personnel in connection with any related investigation or legal proceedings.

16. In case of the repatriation of any personnel of the Australian Contingent for disciplinary or for Australian administrative reasons, the MFO may charge the Government of Australia for the costs associated with the repatriation.

17. In the event of any disagreement between the Parties on the disposition of a claim arising in connection with the implementation of the terms of this Agreement, the Parties shall consult, at the request of either Party, with a view to resolving their differences, taking into account relevant MFO claims practice and Directives and the relevant facts and circumstances of the case.

18. The Government of Australia shall notify the MFO of the terms of any supplementary agreement with a Receiving State pursuant to paragraph 11(d) of the Appendix to the Protocol.¹

19. The Government of Australia shall consider taking appropriate steps to give effect in Australia to the international organisation privileges and immunities conferred on the MFO by the Protocol to the Treaty of Peace.

¹United Nations, *Treaty Series*, vol. 1335, p. 327.

II

AUSTRALIAN EMBASSY
ROME

4 January 1993

Excellency,

I acknowledge receipt of your Note of 4 January 1993 which reads as follows:

[*See note I*]

I confirm that the foregoing is acceptable to the Government of Australia and accordingly your Note and this Note in reply shall constitute an agreement on Australian participation in the Force which shall enter into force on this date.

Accept, Your Excellency, the assurances of my highest consideration.

[*Signed*]

A. D. CAMPBELL

His Excellency Wat T. Cluverius IV
Director General
Multinational Force and Observers
Rome, Italy
