

No. 30381

**UNITED NATIONS
and
NORWAY**

Agreement regarding the provision of personnel for an investigative team (with annex and exhibits). Signed at Geneva on 15 October 1993

Authentic text: English.

Registered ex officio on 15 October 1993.

**ORGANISATION DES NATIONS UNIES
et
NORVÈGE**

Accord concernant le détachement de personnel pour constituer une mission d'enquête (avec annexe et spécimens). Signé à Genève le 15 octobre 1993

Texte authentique : anglais.

Enregistré d'office le 15 octobre 1993.

AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE KINGDOM OF NORWAY REGARDING THE PROVISION OF PERSONNEL FOR AN INVESTIGATIVE TEAM

WHEREAS the United Nations Security Council in its resolution 780 (1992)² has requested the Secretary-General to establish an impartial Commission of Experts (hereinafter referred to as "the Commission") to examine and analyze the information submitted pursuant to its resolutions 771³ and 780 (1992) with a view to providing the Secretary-General with its conclusions on the evidence of grave breaches of the Geneva Conventions⁴ and other violations of international humanitarian law committed in the territory of the former Yugoslavia;

WHEREAS the Commission has determined that an investigative team would be useful to conduct on-site investigations and other special services as may be determined by the Commission;

AND WHEREAS the Government of the Kingdom of Norway (hereinafter referred to as "the Government"), represented by Mr. Jostein H. Bernhardsen, Chargé d'Affaires ad interim of the Permanent Mission of Norway to the United Nations Office and other international organizations at Geneva, has expressed its willingness to make available an investigative team to assist the Commission in such on-site investigations or in any other of its activities as the Commission selects;

NOW THEREFORE the United Nations and the Government of the Kingdom of Norway (hereinafter referred to as "the Parties") agree as follows:

Article I Duration of the Agreement

The Agreement shall enter into force on the date of its signature and shall expire on 31 December 1993. The Agreement may be extended for a further period as may be agreed upon between the Parties, but shall in any event terminate upon the conclusion of the work of the Commission.

¹ Came into force on 15 October 1993 by signature, in accordance with article I.

² United Nations, *Official Records of the Security Council, Forty-seventh year, Resolutions and Decisions of the Security Council 1992 (S/INF/48)*, p. 36.

³ *Ibid.*, p. 25.

⁴ United Nations, *Treaty Series*, vol. 75, pp. 31, 85, 135 and 287.

Article II

Obligations of the Government

1. The Government agrees to make available for the duration of this Agreement the medical experts, lawyers and police investigators listed in the Annex thereto (hereinafter referred to as "the Team"). Changes and modifications to the Annex may be made from time to time by agreement between the Parties.
2. The Team shall carry out such on-site investigations as the Commission may specify in its plans of actions, and any necessary supplemental investigations thereto.
3. The Government undertakes to finance all costs in connection with the services of the Team, including travel costs.
4. The Government shall ensure that the employers of the Team members have obtained for them adequate medical and life insurance coverage, as well as insurance coverage for service-incurred illness, disability or death. These insurances should cover war-risk and other extraordinary risks related to natural phenomena beyond human control.

Article III

Terms and Obligations of the Team

The Government agrees to the terms and obligations specified below, and shall accordingly ensure that the Team performing services under this Agreement comply with these obligations:

- (a) The Team shall function under the general supervision and control of the Commission.
- (b) The Team shall perform its functions in full compliance with the mandate of the Commission.
- (c) The Team shall not seek nor accept instructions regarding the services performed or to be performed under this Agreement from any Government or from any authority external to the United Nations.
- (d) The Team shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the mandate of the Commission.

- (e) The Team shall exercise the utmost discretion in all matters relating to its functions and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to it by reason of work with the Commission. The Team shall not use any such information, except for the purposes of the Commission, without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
- (f) The Team shall submit to the Commission periodical reports on its findings. It shall also provide a final report on the completion of an investigation to the Commission, containing its findings and opinions along with all evidence upon which such findings were based.
- (g) The members of the Team shall sign an undertaking in accordance with the Exhibit attached to this Agreement.

Article IV **Legal Status of the Members of the Team**

1. The members of the Team shall have the legal status of Experts on Mission in accordance with Article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.¹
2. The members of the Team shall be issued United Nations certificates in accordance with Section 26 of Article VII of the Convention.

Article V **Obligations of the United Nations**

1. The United Nations shall provide, through the United Nations Protection Force (UNPROFOR), such protection as is required by the Team for the performance of their functions.
2. The United Nations shall provide suitable local transportation for the Team during the conduct of the investigation.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

3. The United Nations shall provide the Team with such qualified translators as may be necessary for the carrying out of the investigation.

4. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death arising out of or related to the provision of services under this Agreement, unless such illness, injury or death resulted from negligence or wilful conduct on the part of the United Nations.

Article VI

Copyright

The United Nations shall have the copyright in any findings contained in any reports submitted by the Team to the Commission and in any working papers and other documents prepared by the Team in connection with services provided under this Agreement. Under no circumstances shall the contents of such reports and documents be published or otherwise made known by any member of the Team to any institution, person, Government or other authority external to the United Nations without the written consent of the United Nations.

Article VII

Settlement of disputes

Any dispute, controversy or claim arising out of or relating to this Agreement which is not settled by negotiation or other mutually agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article VIII**Termination**

This Agreement may be terminated by one month's notice on the part of either party, by letter addressed to the other party.

IN WITNESS WHEREOF, the respective representatives of the Government and of the United Nations have signed this Agreement.


DONE at Geneva this fifteenth day of October in the year 1993, in two originals in the English language.

FOR THE UNITED NATIONS



Mr. Vladimir S. Kotliar

**FOR THE GOVERNMENT OF
THE KINGDOM OF NORWAY**



Mr. Jostein H. Bernhardsen

ANNEX**MEMBERS OF THE NORWEGIAN INVESTIGATIVE TEAM**

1. **Military lawyers:** **Mr. Øyvind Hoel**
 Mr. Terje Lund

2. **Police investigators:** **Ms. Berit Hilmarsen**
 Ms. Tove Lian Mathiesen

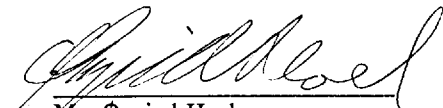
3. **Forensic experts:** **Dr. Johan Chr. Gjertsen**
 Dr. Bjørnar Olaisen

EXHIBIT**UNDERTAKING**

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.

4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.


Mr. Øyvind Hoel

Date: 15 October 1993

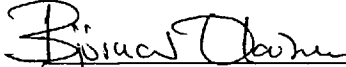
EXHIBIT

UNDERTAKING

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.

4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.


Dr. Bjørnar Olaisen

Date: 15 October 1993

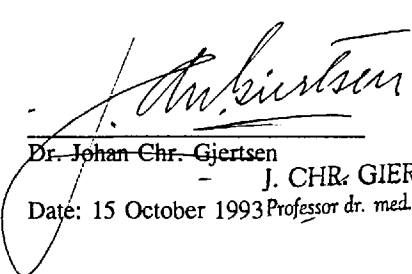
EXHIBIT

UNDERTAKING

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.

4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.



Dr. Johan Chr. Gjertsen

J. CHR. GIERTSEN

Date: 15 October 1993 Professor dr. med.

EXHIBIT**UNDERTAKING**

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.
4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.


Ms. Tove Lian Mathiesen

Date: 15 October 1993

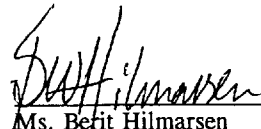
EXHIBIT

UNDERTAKING

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.

4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.



Ms. Berit Hilmarssen

Date: 15 October 1993

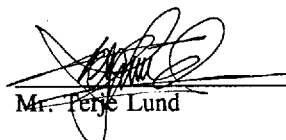
EXHIBIT

UNDERTAKING

1. I, the undersigned, undertake to avoid any action which may adversely reflect on my status as an Expert performing services for the Commission of Experts established pursuant to resolution 780 (1992) of the United Nations Security Council ("the Commission") or on the integrity, independence and impartiality which are required by that status.
2. I further undertake as follows:
 - (a) I shall perform my functions in full compliance with the instructions issued by the Commission for the performance of my services for the Commission.
 - (b) I shall not seek nor accept instructions regarding the services performed for the Commission from any Government or from any authority external to the United Nations.
 - (c) I shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions as an Expert performing services for the Commission.
 - (d) I shall exercise the utmost discretion in all matters relating to the activities of the Commission and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to me by reason of my performing services for the Commission. I shall not use any such information without the authorization of the United Nations and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.
 - (e) I shall follow specific regulations issued by the United Nations and take measures to prevent the occurrence of any abuse of privileges or facilities accorded to me.

3. During the entire time of performance of services for the Commission, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by the United Nations.

4. I understand that non-compliance on my part with any of the above obligations during the performance of services for the Commission may result in my immediate repatriation.



Mr. Perje Lund

Date: 15 October 1993