

No. 30380

**UNITED NATIONS
and
NORWAY**

**Cooperation Service Agreement (with exhibit and annex).
Signed at Geneva on 15 October 1993**

Authentic text: English.

Registered ex officio on 15 October 1993.

**ORGANISATION DES NATIONS UNIES
et
NORVÈGE**

**Accord de coopération en matière de services (avec spécimen
et annexe). Signé à Genève le 15 octobre 1993**

Texte authentique : anglais.

Enregistré d'office le 15 octobre 1993.

COOPERATION SERVICE AGREEMENT¹ BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE KINGDOM OF NORWAY

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") has expressed its willingness to make available one legal expert 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 Entry into force; Duration

This Agreement shall enter into force on the date of its signature by the Parties and shall expire on 1 January 1994. This 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

Purpose of the Agreement

The Government hereby agrees to make available for the duration and purposes of this Agreement one legal expert ("the Expert") who shall perform the functions specified in the Annex hereto.

Article III

Obligations of the Expert

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

- (a) The Expert shall function under the general supervision and control of the Commission.
- (b) The Expert shall perform his or her duties in full compliance with the mandate of the Commission.
- (c) The Expert 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 Expert 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 Expert shall exercise the utmost discretion in all matters relating to his or her 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 him or her by reason of work with the Commission. The Expert 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 Expert shall sign an undertaking in accordance with the Exhibit attached to this Agreement.

Article IV

Legal Status of Expert

1. The Expert shall not be considered in any respect as being an official or a staff member of the United Nations, but he shall have the legal status of Expert on Mission in accordance with Section 22 of Article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.¹
2. The Expert may be issued a United Nations certificate in case of travel on the business of the United Nations in accordance with Section 26 of Article VII of the Convention.
3. The Secretary-General of the United Nations shall have the right and duty to waive the immunity of the Expert in any case where, in his opinion, the immunity would impede the course of justice.

Article V

Obligations of the Government

The Government undertakes to finance all costs connected with making the services of the Expert available at the headquarters of the Commission.

Article VI

Obligations of the United Nations

The United Nations shall provide, through the United Nations Protection Force (UNPROFOR), such protection as is required by the Expert in the performance of his functions.

Article VII

Copyright

The United Nations shall have the copyright in any findings contained in any reports submitted by the Expert to the Commission and in any working papers and other

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

documents prepared by the Expert 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 the Expert to any institution, person, Government or other authority external to the United Nations without the written consent of the United Nations.

Article VIII

Financial Arrangements

1. The Government undertakes to finance all costs in connection with the services of the Expert, including the cost of travel from and return to Norway upon completion of his services under this Agreement and also the cost of any travel, while on official business of the United Nations.
2. The Government shall ensure that the employer of the Expert has obtained for him adequate medical and life insurance coverage, as well as insurance coverage for service-incurred illness, disability or death.
3. 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 IX

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 X
Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations.


Article XI
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**



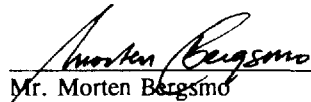
Mr. Jostein H. Bernhardsen

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. Morten Bergsmo

Date: 15 October 1993

ANNEX**DESCRIPTION OF DUTIES OF MR. MORTEN BERGSMO,
A LEGAL EXPERT**

- Assists the Commission in such on-site investigations or in any other of its activities as the Commission selects;
 - Provides general assistance to the Commission working under the supervision of the Head of the mission or of the Commission Secretariat staff member while on investigatory missions;
 - Assists the Commission Secretariat, as required, during investigatory missions;
 - Establishes contacts with potential information sources on behalf of the Commission or Commission Secretariat for the purpose of obtaining documents or necessary data; and
 - Provides assistance to the Commission or Commission Secretariat on issues related to general international law and international humanitarian law.
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