

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS
AND
THE AFRICAN UNION
FOR THE PROVISION OF SUPPORT TO THE AFRICAN UNION
MISSION IN SOMALIA (AMISOM)

M 3245

**Memorandum of Understanding
between the United Nations and the African Union
for the Provision of Support to the African Union Mission in Somalia
(AMISOM)**

WHEREAS, the African Union Mission in the Somalia ("AMISOM") was established, on 19 January 2007, as a Peace Support Operation of the African Union including a military and civilian components to contribute to the establishment of a stable environment in support of the Peace Agreement signed in Djibouti on 25 November 2008;

WHEREAS, on 6 March 2007, the African Union Commission and the Transitional Federal Government of the Somali Republic signed a Status of Mission Agreement (SOMA) which covers the activities of AMISOM in the Somali Republic;

WHEREAS, in resolution 1863 (2009) of 16 January 2009, the Security Council welcomed the Secretary-General's recommendations on the strengthening of AMISOM and requested the Secretary-General to provide a United Nations logistical support package to AMISOM, including equipment and services, as described in paragraphs 7 and 8 of the Secretary-General's proposal, S/2008/804;

WHEREAS, in various subsequent resolutions, the Security Council requested the Secretary-General to continue to provide an expanded logistical support package for AMISOM comprising equipment and services but not including the transfer of funds as described in these resolutions;

WHEREAS, in resolution 2036 (2012), the Security Council authorized the expansion of AMISOM's mandate, including the increase in AMISOM's force strength from 12,000 to a maximum of 17,731 uniformed personnel, comprised of troops and personnel of formed police units, and decided, on an exceptional basis and due to the unique character of AMISOM, to expand the logistical support package to include the reimbursement of eligible contingent owned equipment including force enablers and multipliers as described in paragraphs 28 through 36 and 43 of the Secretary-General's Special Report on Somalia (S/2012/74) and as set out in the annex to resolution 2036 (2012);

WHEREAS, taking note of the communiqués of the Peace and Security Council of the African Union concerning AMISOM, including the communiqués of the 356th, 379th, 399th and 414th meetings;

WHEREAS, taking into account the communiqués of the Peace and Security Council of the African Union on UNSOA of 18 September 2015, the Secretary General's letter S/2015/762 of 7 October 2015 on UNSOA's Strategic Review and the United Nations security council resolution 2245 of 9 November 2015 that established UNSOS to replace UNSOA and pronounced itself on the strategic review of the UN support to AMISOM and other entities in Somalia;

NOW, THEREFORE, the United Nations and the African Union (individually a "Party" and collectively the "Parties") agree as follows:

Article I Purpose

This Memorandum of Understanding ("MOU") sets out the modalities for the provision of support by the United Nations to the African Union in support of AMISOM, a multidimensional peace support operation comprising of military, police and civilian components, pursuant to Security Council resolution 1863 (2009), 2036 (2012), 2124(2013), 2245(2015) and other applicable Security Council resolutions.

Article 2 Basic Principles

- 2.1 The African Union, including AMISOM, acknowledges its responsibilities, as reflected in Security Council resolutions 1863 (2009), 2036 (2012) 2124(2013), 2245(2015) and other applicable Security Council resolutions, to ensure that the support provided pursuant to this MOU, including equipment, supplies, and the transfer of funds be used in a transparent and effective manner, for the purposes intended, based on appropriate internal control procedures.
- 2.2 The provision of logistics support, including the transfer of funds, by the United Nations pursuant to this MOU shall not affect the legal status of AMISOM, or the independence of AMISOM in the implementation of its mandate.

Article 3 Coordination

- 3.1 The United Nations and the African Union shall each designate an official (the "UN Coordinator" and the "AU Coordinator", respectively) to coordinate the provision of support pursuant to this MOU. The UN Coordinator and the AU Coordinator shall be the focal points for all matters arising in connection with this MOU.
- 3.2 The AU Coordinator shall be responsible for identifying and prioritizing AMISOM support requirements in line with the decisions of the AU Peace and Security Council, and for communicating those requirements to the UN Coordinator. UNSOS's support budget for AMISOM shall give consideration to such prioritised support requirements.
- 3.3 Unless otherwise agreed in writing between the Parties, the UN Coordinator shall be the Head of the United Nations Support office in Somalia ("UNSOS") and the AU Coordinator shall be the Special Representative of the Chairperson of the AU Commission.
- 3.4 The UN Coordinator shall support the efforts of the African Union and AMISOM in the coordination of support to AMISOM among bilateral partners and the United Nations and maintenance of and quarterly

reporting to the Security Council as well as donors on the United Nations Trust fund to provide financial support to AMISOM.

- 3.5 The UN Coordinator and the AU Coordinator shall establish an appropriate joint coordination mechanism comprising of senior officials of both Parties that will regularly meet to address any matters relating to the provision of support pursuant to this MOU.

Article 4 Planning/Liaison

- 4.1 The AU Coordinator, or his/her designated representative, shall ensure the timely provision to the UN Coordinator or his/her designated representative of all information concerning AMISOM troop and police strengths, deployment and rotation schedules, daily situation reports, and such other operational reports or information as may be required for the purposes of planning or providing support pursuant to this MOU.
- 4.2 The AU Coordinator, or his/her designated representative, shall ensure the timely provision to the UN Coordinator, or his/her designated representative, of all information relating to AMISOM operational priority requirements to be considered by the United Nations for the provision of support under the Trust Fund (as defined below) pursuant to this MOU.
- 4.3 The UN Coordinator may establish staging facilities in Mogadishu and such other locations in Somalia as may be required for the purposes of liaising with AMISOM and providing support in accordance with this MOU.
- 4.4 The Parties recognize the Joint Support Operations Centre (JSOC) comprising of representatives from AMISOM and UNSOS as the existing mechanism through which the planning, prioritization, coordination and provision of support at the operational level will be channelled.

Article 5 Logistics Support, COE and other reimbursement

- 5.1 The United Nations shall provide the support described in this MOU to AMISOM military, police and civilian components, as authorized by the Security Council, to the extent feasible within its capabilities and subject to the availability of sufficient funding from separate sources of United Nations assessed contributions ("Assessed Budget") and voluntary contributions ("Trust Fund"). The support shall be provided subject to and in accordance with United Nations Financial Regulations and Rules.

- 5.2 The support provided by the United Nations pursuant to this MOU shall include the categories of logistics support set out in Annex 1 of this MOU, including the provision of equipment, goods and services.
- 5.3 The support provided by the United Nations pursuant to this MOU shall also include the reimbursement of eligible contingent owned equipment (COE) as set out in relevant Tripartite Memoranda of Understanding (MOUs) concluded between the United Nations, the African Union and AMISOM Troop Contributing Countries and Police Contributing Countries (hereafter "AMISOM TCC/PCCs").
- 5.4 COE reimbursement for major equipment, including the direct transfer of funds to AMISOM TCC/PCCs, as appropriate, shall be in accordance with:
- (i) United Nations COE reimbursement rates and practices, including periodic review to ensure full operational capacity;
 - (ii) The relevant United Nations Financial Regulations and Rules; and
 - (iii) Tripartite Memorandum of Understanding (MOUs) concluded between the United Nations, the African Union and the applicable AMISOM TCC/PCC.
- 5.5 Tripartite Letters of Assist (LOAs) may be negotiated between the United Nations, the African Union and the applicable AMISOM TCC/PCC, or any other Member State of the United Nations, for reimbursement of equipment, including aviation assets, provided in support of AMISOM operations and which is not covered under the United Nations COE Manual on Policies and Procedures Concerning the Reimbursement and Control of Contingent-Owned Equipment of Governments Participating in Peacekeeping Missions (A/C.5/66/8) or its revised version.
- 5.6 The support provided by the United Nations under this MOU shall also include the reimbursement of basic and essential supplies and services required to allow AMISOM contingents to sustain themselves, taking into account the operational tempo of AMISOM's operations and other relevant factors. The categories of self sustainment subject to reimbursement shall comprise of catering equipment and training to ensure safe preparation of rations, VHF/UHF, HF, telephone and TETRA communications; sanitary and cleaning materials; furniture and stationery; and tactical tentage. The reimbursements will be limited to these categories and shall be in line with United Nations standards, rates and practices and subject to periodic reviews by UNSOS to ensure full provision.
- 5.7 Where upon request by the African Union or if through UNSOS periodic reviews it is determined that an AMISOM TCC/PCC is unable to provide the necessary sustainment required by the United Nations and the African Union in the categories above, limited support in lieu of reimbursement will be provided by UNSOS to ensure basic and minimum standards;

- 5.8 The African Union shall ensure that all support provided by the United Nations pursuant to this MOU, including all equipment, goods, services and/or reimbursements, shall be used exclusively for the purposes of providing support to AMISOM for the duration of its mandate.
- 5.9 The UN Coordinator and the AU coordinator shall conclude a quantifiable compact for the delivery of support to AMISOM.

Article 6 Implementation

- 6.1 Save as provided in Articles 5.4 and 5.5 above, the United Nations shall provide support pursuant to this MOU in accordance with implementation agreements setting out the detailed modalities and arrangements for the provision of the support agreed, in writing, between the AU Coordinator and the UN Coordinator ("Support Implementation Agreements"). The support shall be provided by the United Nations in accordance with Support Implementation Agreements, signed by the AU Coordinator and the UN Coordinator.
- 6.2 Subject to United Nations Financial Regulations and Rules, Support Implementation Agreements may include arrangements for the provision of temporary support by one AMISOM TCC/PCC to another AMISOM TCC/PCC as per this MOU.
- 6.3 Support Implementation Agreements may be initiated in response to requests for support submitted in writing by the AU Coordinator to the UN Coordinator ("Support Requests"), or generated and developed collaboratively between the AU Coordinator and the UN Coordinator.
- 6.4 As soon as practicable after receipt of a Support Request, the UN Coordinator and the AU Coordinator shall consult with regard to the Support Request. If the UN Coordinator and the AU Coordinator agree that the support in the Support Request can be provided, the detailed modalities and arrangements for the provision of such support shall be developed and reflected in a Support Implementation Agreement. If the support requested in any Support Request cannot be provided, the UN Coordinator shall notify the AU Coordinator accordingly, in writing. The UN Coordinator shall indicate the reason(s) for such decision.
- 6.5 The UN Coordinator and the AU Coordinator may agree to changes to in-progress Support Implementation Agreements at any time, including changes occasioned by an event of *force majeure*. Such changes shall be reflected in writing, signed by the UN Coordinator and the AU Coordinator, and attached as an amendment to the Support Implementation Agreement.
- 6.6 If at any time, the United Nations is unable to continue providing support previously provided to the African Union pursuant to this MOU, the UN Coordinator shall notify the AU Coordinator in writing. In such circumstances, the AU Coordinator shall cooperate with the UN

Coordinator in the prompt and orderly termination of such support, including the return and accounting for all items of UN Equipment and UN Supplies (as hereafter defined).

- 6.7 The African Union, including AMISOM, shall not enter into any contractual arrangement or commitment for the provision of any support, goods and/or services on behalf of the United Nations. The provision of support, goods and/or services by or on behalf of the United Nations shall only be initiated and implemented in accordance with procedures set out in Articles 6.1 through 6.7 of this MOU.

Article 7 **United Nations Equipment**

- 7.1 To the extent that the provision of support pursuant to this MOU includes the provision of United Nations equipment ("UN Equipment") other than the Donated Equipment (as defined in Article 9.1 below), the following provisions shall apply. The same provisions shall apply to the spare parts related to UN Equipment.
- 7.2 Items of UN Equipment shall be provided on a temporary basis. Save as provided in Article 9 of this MOU, title to UN Equipment shall at all times remain with the United Nations.
- 7.3 Prior to the provision of any item(s) of UN Equipment, the AU Coordinator shall execute an "*Agreement for Temporary Possession*", in the form set out in Annex 2. The AU Coordinator shall provide to the UN Coordinator, in writing, a list of the personnel who are authorized to accept the physical handover of UN Equipment on behalf of the African Union at each location (including the name, rank, identification number and sample signature of such personnel). Prior to the physical handover of any UN Equipment, the individual (s) so authorized shall execute a "*Handover Certificate*" in the form set out in Annex 3.
- 7.4 The African Union shall be fully responsible and accountable for the custody and safekeeping of all UN Equipment provided on a temporary basis and shall return such UN Equipment to the United Nations in the same condition as when it was handed over, reasonable wear and tear excepted. The African Union shall promptly compensate the United Nations for the loss of, destruction or damage to, any item(s) of UN Equipment beyond reasonable wear and tear. The circumstances leading to the loss, destruction or damage of any UN Equipment shall be established by a joint African Union-United Nations board of inquiry and the amount of compensation to be paid shall be reviewed by the United Nations property survey board, in both instances in accordance with established United Nations procedures.
- 7.5 The African Union shall implement all necessary control procedures to ensure that all UN Equipment provided pursuant to this MOU is operated and used in a responsible manner, by duly authorized and qualified personnel. To the extent that the UN Equipment includes

vehicles and/or motorized material handling or other specialized equipment, the African Union shall ensure that such vehicles and equipment are only operated by personnel who hold an appropriate and valid national driving permit and who have successfully completed United Nations-provided driver training.

- 7.6 The African Union shall take the necessary steps to ensure that all items of UN Equipment provided pursuant to this MOU are used exclusively for the purposes of providing support to AMISOM. The African Union shall not permit the use of UN Equipment by any third party, save to the extent exceptionally authorized by the UN Coordinator in writing. In no case shall any item of UN Equipment be removed from the AMISOM area of operations without the written permission of the UN Coordinator.
- 7.7 The African Union shall ensure that adequate security measures are in place to protect and preserve all UN Equipment provided pursuant to this MOU against damage, theft or loss. The AU Coordinator shall notify the UN Coordinator, as soon as possible, and in writing of the loss of, or damage to any UN Equipment and shall cooperate with the United Nations in any investigation into the cause of such loss and/or damage.
- 7.8 The African Union shall ensure that the United Nations and its authorized representatives, including contractors, are afforded free access at all times to any locations or facilities in which any UN Equipment is located for the purposes of inspecting, maintaining, spot-checking, stocktaking, installing or removing all or any of such item(s) of UN Equipment. No decal numbers or other United Nations inventory markings shall be removed from any United Nations Equipment.
- 7.9 The African Union shall ensure that the appropriate AMISOM markings are displayed on UN Equipment provided pursuant to this MOU. The African Union shall further ensure that no alterations or works other than works required for routine maintenance, installation and/or de-commissioning, are carried out to any items of UN Equipment without the prior written consent of the UN Coordinator.
- 7.10 The African Union shall ensure the return, to a designated location agreed by the UN Coordinator and the AU Coordinator, of all or any item(s) of UN Equipment provided pursuant to this MOU within fourteen (14) days of a written request by the UN Coordinator to the AU Coordinator to do so.
- 7.11 If requested in writing by the UN Coordinator, the African Union shall ensure the return, to a designated location agreed by the UN Coordinator and the AU Coordinator, of all or any item(s) of UN Equipment provided pursuant to this MOU immediately upon the termination of this MOU, including if AMISOM transitions to a United Nations operation, as contemplated by Security Council resolution 1863 (2009) or pursuant to any subsequent Security Council resolution. Under no circumstances, shall any UN Equipment provided pursuant to

this MOU be charged back to the United Nations under any contingent-owned equipment reimbursement arrangements.

- 7.12 All UN Equipment handed over pursuant to this MOU shall be provided on an "as is" basis. The African Union acknowledges that the United Nations makes no warranties or representations, express or implied, as to the condition of any UN Equipment, or as to its suitability for any intended use. The United Nations shall not be liable for any claims, demands, losses or liability arising from or in connection with the use or operation of any UN Equipment after it has been handed over.

Article 8 United Nations Supplies

- 8.1 To the extent that the provision of support pursuant to this MOU includes the provision of consumable supplies (UN Supplies) the provisions set out in Article 7 above shall apply mutatis mutandis.
- 8.2 The African Union shall ensure that all necessary control mechanisms are in place to ensure that the distribution and consumption of UN Supplies are properly controlled and accounted for. UN Supplies that are not consumed shall be returned to the United Nations, or otherwise disposed of in an appropriate manner, as directed by the UN Coordinator.
- 8.3 The African Union acknowledges and agrees that the volume of UN Supplies provided pursuant to this MOU shall not exceed the consumption rates established for United Nations personnel.

Article 9 Donated Equipment and Equipment and Supplies financed through Donor Contributions

- 9.1 The African Union acknowledges the transfer of the items of UN Equipment described in Annex 4 of this MOU ("Donated Equipment") to the African Union. The African Union shall ensure that the Donated Equipment continues to be used exclusively for the purposes of providing support to AMISOM for the duration of its mandate. In the event that AMISOM transitions to a United Nations operation, pursuant to a resolution of the Security Council, the African Union shall further ensure that the Donated Equipment remains in theatre and continues to be used in support of African Union personnel participating in the United Nations follow-on operation.
- 9.2 Ownership of other items of UN Equipment and UN Supplies financed exclusively through donor contributions shall be determined, upon the termination or expiration of the applicable donor funding arrangements, in accordance with the terms of those arrangements. If the applicable donor funding arrangements do not include such provisions, the

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ownership of the items shall be determined by the United Nations Controller.

- 9.3 Equipment gifted or donated to an AMISOM TCC/PCC, AMISOM, or to the African Union for use in support of AMISOM, or where ownership of such equipment remains with the donor (hereafter referred to as "loaned equipment") is not eligible for COE reimbursement. Under no circumstances shall any gifted, donated or loaned equipment be charged back to the United Nations under any contingent-owned equipment reimbursement arrangements.
- 9.4 The African Union shall ensure that all equipment gifted, donated or loaned to any AMISOM TCC/PCC, AMISOM, or to the African Union for use in support of AMISOM, is notified to the United Nations in writing and identified as such in the MOU entered into between the African Union and the applicable AMISOM TCC/PCC (including any updates to the MOU from time to time). The list of gifted, donated or loaned equipment shall also be attached as an annex to the tripartite MOU entered into between the United Nations, the African Union and the applicable AMISOM TCC/PCC.
- 9.5 Notwithstanding Article 9.4 above, gifted, donated or loaned equipment reflected in the MOUs referred to above will be eligible for United Nations maintenance and fuelling.

Article 10 General Obligations

- 10.1 The African Union, through the AU Coordinator, shall ensure the deployment of duly authorized personnel to such locations, as may be agreed in writing between the UN and the AU Coordinators, including locations outside Somalia, for the purposes of:
- 10.1.1 Accepting, on behalf of the African Union, the physical handover of any UN Equipment or UN Supplies provided or transferred pursuant to this MOU and;
- 10.1.2 Participating in training on the use or operation of UN Equipment, including the testing of assigned drivers, or any other training provided by the United Nations pursuant to this MOU. The African Union shall ensure the cooperation of AMISOM TCC/PCCs in any United Nations provided training programmes.
- 10.2 The African Union shall facilitate and cooperate fully with, and shall ensure full cooperation by AMISOM TCC/PCCs with United Nations representative(s), including contractors, carrying out verification reviews or inspections for the purposes of COE reimbursement.

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- 10.3 The African Union shall ensure the establishment of appropriate AMISOM mission level management structures to ensure the proper management, use, control and accountability for the support provided pursuant to this MOU, including all services, equipment and supplies.
- 10.4 The African Union shall ensure the deployment of suitably trained, skilled and certified medical personnel, including but not limited to doctors, specialists and surgeons, to staff AMISOM Level II medical facilities and to provide medical escorts for the medical evacuation ("MEDEVAC") of AMISOM personnel, and, if required, United Nations personnel and United Nations international contractors, from Somalia. The United Nations shall be responsible for the cost of medical treatment provided to AMISOM personnel and for the MEDEVAC of AMISOM personnel from Somalia on the same basis as is provided to United Nations contingent personnel in accordance with established United Nations procedures. The United Nations shall not be liable to compensate AMISOM personnel in case of death or disability.
- 10.5 Authorised African Union, including AMISOM, personnel may be permitted to travel on United Nations aircraft subject to and in accordance with relevant United Nations procedures including the signature of appropriate waivers of liability in the form attached in Annex 5. The African Union shall ensure that all African Union, including AMISOM, personnel are informed of the requirement to sign waivers prior to their deployment.
- 10.6 The African Union and/or AMISOM, shall be responsible for providing all necessary documentation, including manifests and documentations for the movement and control of dangerous goods, in respect of all African Union, including AMISOM, cargo and passengers transported on United Nations aircraft.
- 10.7 The African Union shall take out and maintain during the term of this MOU third party liability insurance coverage for the use and operation of all vehicles provided or transferred pursuant to this MOU. The third party liability insurance policy shall provide adequate coverage for third party bodily injury, death and/or damage to third party property, shall name the United Nations as an additional insured and shall include a waiver of subrogation of the insurer's rights against the United Nations.

Article 11

Safety and Security

- 11.1 Subject to the primary responsibility of the Federal Government of the Republic of Somalia, the United Nations, in accordance with the United Nations security management system, shall be responsible for the safety and security of United Nations personnel in the performance of their official functions.

- 11.2 The UN Coordinator and the AU Coordinator shall consult regularly and cooperate on all matters relating to the safety and security of United Nations personnel and United Nations international contractors in, or traveling to or from, Somalia for any purpose relating to this MOU.
- 11.3 AMISOM shall provide such security as may be necessary to protect United Nations personnel and United Nations international contractors in Somalia for any purpose relating to this MOU. In particular:
- 11.3.1 AMISOM shall provide access to AMISOM facilities and camps to United Nations personnel and United Nations international contractors in Somalia;
- 11.3.2 AMISOM shall, within its means and capabilities, provide appropriate secure transport to United Nations personnel and United Nations international contractors in Somalia; and
- 11.3.3 The African Union shall take the necessary steps, including through the amendment of the AMISOM Rules of Engagement, to ensure that members of AMISOM authorized to carry firearms are both authorized and instructed to use force, up to and including deadly force, if necessary, to defend United Nations personnel and United Nations international contractors in Somalia against actual or imminent attack.
- 11.4 The AU Coordinator shall immediately notify the UN Coordinator in the event that any United Nations personnel or United Nations international contractor in Somalia is arrested, detained, abducted, or missing, or if any United Nations personnel and/or United Nations international contractor is taken ill, injured, dies or is killed and what action is being taken by the AMISOM. The AU Coordinator shall cooperate with the United Nations in relation to any investigation that may be instituted by the United Nations and/or governmental or other authorities in respect of such incidents.
- 11.5 The African Union shall also provide to the extent of its means and capability:
- I. Security for United Nations aviation assets at Mogadishu airport and other airports utilized for AMISOM operations in Somalia;
 - II. Security Details on ferries between Mogadishu and Mombasa as well as port security for ships that may dock alongside any port of Somalia for purposes of delivery of support to AMISOM;
 - III. Security for ships carrying goods/ equipment or supplies for AMISOM support arriving in Somali waters and during their period of call at Mogadishu port

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Article 12 Logistics Support

- 12.1 Upon request by the United Nations, the African Union shall ensure the provision of the following support to United Nations personnel and United Nations international contractors in Somalia, whether temporarily or otherwise, for the purposes of this MOU:
- I. Access to AMISOM camps and facilities;
 - II. Accommodation, meals and camp facilities;
 - III. Office accommodation and office equipment;
 - IV. Access to communications facilities and equipment;
 - V. Ground transportation in protected vehicles;
 - VI. Medical support, including medical escorts for MEDEVACs.
- 12.2 The African Union shall ensure that United Nations personnel and United Nations international contractors are provided with at least the same priority and level of logistics support, medical and MEDEVAC facilities, as is provided to AMISOM personnel.
- 12.3 United Nations personnel and United Nations international contractors in Somalia shall not travel on AMISOM aircraft without the prior written authorization of the UN Coordinator and subject to the signature of appropriate waivers of liability. However, in cases of emergency, the AU Coordinator or his authorized designate may, at his discretion, authorize the travel of United Nations personnel and United Nations international contractors in, or from, Somalia on AMISOM aircraft, which decision shall as soon as possible be communicated to the UN Coordinator.

Article 13 Reporting and Accountability Requirements

- 13.1 The AU Coordinator shall provide such management reports and other data and information concerning the use of any support provided pursuant to this MOU, including equipment, supplies, services, and/or the transfer of funds as may be required by the UN Coordinator. The details of such reports, including their format, shall be agreed in writing by the UN Coordinator and the AU Coordinator.
- 13.2 Without prejudice to the generality of the foregoing, the AU Coordinator shall, on a monthly basis, provide to the UN Coordinator, or his/her designated representative, the following reports in respect of the support provided pursuant to this MOU:
- I. Inventory reports, by location and based on physical counts, of all UN Equipment and related spare parts;
 - II. Consumption reports for all UN Supplies including but not limited to expendables, rations, and fuel and related products;

- III. Mileage records of vehicles in possession of AMISOM
 - IV. Maintenance records of all equipment and/or vehicles maintained by the United Nations or by United Nations appointed contractors;
 - V. All reports, data and information required by the UN Coordinator for purposes of or relating to COE and other reimbursements.
- 13.3 The AU Coordinator shall also provide an annual inventory report of all UN Equipment and UN Supplies as at 30 June in each calendar year. All inventory reports and other management data shall be signed by the AU Coordinator.
- 13.4 Without prejudice to the above provisions and depending on the security situation, the African Union and the United Nations shall conduct regular joint inspections of UN Equipment and inventory of consumables, supplies and spare parts provided pursuant to this MOU. Such inspections shall be conducted at least on a quarterly basis. Alternatively, the inspections shall be conducted by a third party appointed by the United Nations.
- 13.5 Verification reviews and inspections relating to COE reimbursement shall be carried out in accordance with United Nations COE reimbursement practices and procedures.

Article 14 Oversight

- 14.1 The African Union shall ensure, in accordance with its regulations and rules, that the support provided to AMISOM pursuant to this MOU is subject to a periodic audit. The reports of such audits shall be made available to the United Nations.
- 14.2 The African Union shall cooperate with the United Nations in the conduct of fact finding missions or investigations into allegations which may be raised in the context of the use of any support provided pursuant to the present MOU.

Article 15 Human Rights Due Diligence Policy

- 15.1 The responsibilities undertaken by the United Nations pursuant to this MOU, including the provision of support, are subject to the terms of the Secretary General's Human Rights Due Diligence Policy on UN Support to non-UN Security Forces (HRDDP) (S/2013/110), a copy of which is attached in Annex 6 of this MOU. This includes an assessment by the United Nations, before any support is provided, of the risks involved in providing or not providing such support, in particular the risk of AMISOM components committing grave violations of international human rights, humanitarian or refugee law, as defined in the HRDDP. If a decision is taken to provide support, the United Nations shall bring to the attention of

the AMISOM components reliable information that provides substantial grounds for believing that AMISOM is committing grave violations of international humanitarian, human rights or refugee law in order for AMISOM to bring those violations to an end. If the United Nations receives reliable information that AMISOM is continuing to engage in grave violations of international humanitarian, human rights or refugee law despite intercession by the United Nations, the United Nations shall suspend or withdraw support from AMISOM.

- 15.2 The African Union shall fully cooperate with the United Nations in the conduct of investigations where the United Nations receives reliable information that provides substantial grounds for believing that AMISOM is committing grave violations of international Humanitarian law, human rights law or refugee law.

Article 16 Indemnity

- 16.1 The United Nations and the African Union, shall each be responsible for resolving and shall indemnify, hold and save harmless, the other, its officials, agents and employee from and against, all claims, demands, losses and liability of any nature or kind in respect of the death, injury, illness, or loss or damage to personal property, sustained by their respective officials, agents and employees, arising from or in connection with the implementation of this MOU, including without prejudice to the generality of the foregoing, claims, losses or liability arising from the transport of African Union, including AMISOM, personnel on United Nations aircraft, save to the extent that such claims or demands result from the gross negligence or wilful misconduct of the other party, or of its officials, personnel, servants or agents.
- 16.2 The African Union, shall be responsible for resolving, and shall indemnify, hold and save harmless, the United Nations, its officials, agents and employees from and against, all claims, demands, losses and liability of any nature or kind brought or asserted by third parties, based on, arising from, related to, or in connection with the implementation of this MOU, save to the extent that such claims, demands, losses or liability results from the gross negligence or wilful misconduct of the United Nations, or its officials, agents or employees.
- 16.3 Notwithstanding the provisions in Articles 16.1 and 16.2 above, the African Union shall be responsible for resolving, and shall indemnify, hold and save harmless, the United Nations, its officials, agents and employees from and against, all claims, demands, losses and liability of any nature or kind, arising from, related to, or in connection with the use or operation of any item(s) of UN Equipment (including the Donated Equipment) and/or UN Supplies provided or transferred pursuant to this MOU.

- 16.4 The African Union shall fully disclose to the United Nations any ongoing or potential third party claims or other liabilities that may arise for the United Nations if AMISOM transitions to a United Nations operation, pursuant to a resolution of the Security Council, including those related to land or premises handed over to AMISOM.
- 16.5 The African Union shall remain solely responsible for third party claims disclosed under the provisions of Article 16.4 above.

Article 17

Consultation and Dispute Resolution

- 17.1 The Parties shall keep the implementation of this MOU under close review and shall regularly and closely consult with each other for that purpose. An annual meeting shall be held between the Parties at headquarters level to assess and review the implementation of the MOU.
- 17.2 The UN Coordinator and the AU Coordinator shall, within their respective responsibilities, regularly consult with each other, at either's request, on any difficulties, problems, matters of concern or disputes that may arise in the course of the implementation of this MOU and will use best efforts to discuss and resolve any matters amicably by negotiation.
- 17.3 In the event that the UN Coordinator and the AU Coordinator are unable to resolve any difficulties, problems, matters of concern, or disputes to the satisfaction of the Parties, consultations shall be continued between the Under-Secretary-General for Field Support and the African Union Commissioner for Peace and Security, if required, at the request of either Party, between the Secretary-General of the United Nations and the Chairperson of the African Union, with a view to reaching an amicable resolution.
- 17.4 Any claims or disputes that have not been resolved in accordance with Article 16 of this MOU may be submitted to a mutually-agreed conciliator or mediator. Any claim or dispute which has failed to be settled by such conciliation or mediation may 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 will be the Chairman. If within thirty (30) days from the date on which the request for arbitration was made either Party has not appointed an arbitrator or if within thirty (30) 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 procedures for the arbitration shall be in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitrators shall have no authority to award punitive damages. The arbitral award shall contain a statement of reasons on which it is based, shall be accepted as the final adjudication of any such claim or dispute.

Article 18
Privileges and Immunities

- 18.1 The United Nations and the African Union, including AMISOM, shall each be responsible for consulting with the appropriate host Government authorities of the Somali Republic and any neighboring territories, as applicable, in respect of all matters pertaining to their activities and operations in those territories, including but not limited to, all matters relating to their respective privileges and immunities and any exemptions or facilities to which they are entitled.
- 18.2 Without prejudice to the generality of the foregoing, in the event that any governmental authority refuses to recognize any privileges or immunities, including exemption from any tax, duties, charges or other facilities to which the United Nations, or the African Union, including AMISOM, and/or their respective contractors may be entitled, the AU Coordinator and the UN Coordinator shall consult to determine a mutually acceptable procedure. The Parties will also cooperate with each other in asserting their respective exemptions and in protesting the imposition of such charges.
- 18.3 Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, or of the African Union, including their respective subsidiary organs and personnel.

Article 19
Final Provisions

- 19.1 This MOU shall enter into force on the date of its signature by the Parties.
- 19.2 This MOU may be modified, supplemented or amended at any time by written agreement between the Parties.
- 19.3 This MOU may be terminated at any time by either Party giving thirty (30) days notice to the other. This MOU shall terminate immediately upon the termination of AMISOM's mandate, or if AMISOM transitions to a United Nations operation, as contemplated in Security Council resolution 1863 (2009) or pursuant to any subsequent Security Council resolution. Notwithstanding the termination of this MOU, the provisions of Articles 16, 17 and 18 shall remain in force until such time as all disputes, claims or liabilities arising in connection with this MOU have been resolved.
- 19.4 All requests, notices and other communications provided for or contemplated in this MOU shall be in writing.
- 19.5 In the event of any inconsistency between the terms of this MOU and any Support Implementation Agreement concluded pursuant to this MOU, the terms of this MOU shall prevail.


19.6 The Annexes to this MOU are an integral part of this MOU.


19.7 This MOU replaces the MOU concluded between the United Nations and the African Union of 12 July 2009.

IN WITNESS WHEREOF, the duly authorized representatives of the United Nations and the African Union Commission have affixed their signatures, this 11 day of December 2015 at Addis Ababa.

For and on behalf of the United Nations: **For and on behalf of the African Union Commission:**


Bettina Tucci Bartsiotas
Assistant Secretary-General,
Controller


H.E. Ambassador Smail Chergui
Commissioner for Peace and
Security of the African Union


Atul Khare
Under Secretary-General, Department
of Field Support