

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1982 Nr. 61

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A. TITEL

*Briefwisseling tussen de Regering van het Koninkrijk der Nederlanden en de Multinationale Vredesmacht (MFO) inzake de Nederlandse deelname aan de MFO in de Sinai, met bijlagen; Alexandrië (Virginia)/'s-Gravenhage, 2/4 maart 1982*

B. TEKST

Nr. I

MULTINATIONAL FORCE AND OBSERVERS  
Alexandria, Virginia, 22312

March 2, 1982

Dear Mr. Minister:

I have the honor to refer to the Treaty of Peace between Egypt and Israel signed March 26, 1979, and to the enclosed Protocol between Egypt and Israel which provides for the establishment of a Multinational Force and Observers (MFO).

In accordance with the Protocol and with the agreement of the parties, the Director General is to request those nations agreeable to the parties to supply contingents to the MFO and to receive the agreement of

troop-contributing states that the contingents shall conduct themselves in accordance with the terms of the Protocol. Therefore, based on previous communications and discussions, I accept with appreciation the offer of the Government of the Kingdom of the Netherlands to provide to the MFO a Signals Unit, a Military Police Unit and MFO staff personnel consisting of approximately 105 personnel as provided in Annex I to this letter. It is my understanding that it is the intention of the Government of the Kingdom of the Netherlands to maintain its participation in the MFO for a period of two years, which may be extended by mutual agreement.

As you are aware, the principles concerning the establishment, functions and responsibilities of the MFO are set out in the Protocol between Egypt and Israel. In accordance with paragraph 3 of the Annex to the Protocol, I would appreciate your confirmation that the Netherlands contingent shall conduct itself in accordance with the terms of the Protocol. Also, I would like to emphasize the importance of continuity of service of units in the MFO and to seek your agreement that the Netherlands contingent will not be withdrawn without adequate prior notification to the Director General of the MFO.

I draw your attention as well to the Appendix to the Protocol, which stipulates the privileges and immunities of the MFO and the duties of members of the MFO. Of particular importance is paragraph 11 concerning criminal jurisdiction, and its subparagraph C, which directs the Director General to obtain the assurance of each troop-contributing state that it shall be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel.

With regard to paragraph 42 of the Appendix to the Protocol, I assure you that I intend to act in accordance with the wishes of the troop-contributing state concerning the disposition of the bodies of its members who die in the service of the MFO, and their personal property.

The financial arrangements between the MFO and the Government of the Kingdom of the Netherlands are set forth at Annex II to this letter.

My separate letter of today's date confirms my understanding with respect to various aspects of participation in the MFO.

The enclosed Aide Memoire sets forth guidelines on procedures used by the MFO and is provided for the use of the Government of the Kingdom of the Netherlands in preparing and deploying its contingent for service in the MFO.

I have the honor to propose that this letter, including its Annexes I and II, and your reply confirming the agreement of your Government

to the terms thereof shall constitute an Agreement between the Government of the Kingdom of the Netherlands and the MFO.

With assurances of my highest consideration,

Sincerely,  
(sd.) LEAMON R. HUNT  
Leamon R. Hunt  
*Director General*  
*Multinational Force and Observers*

Attachments:

Annex I: The Netherlands Contribution  
Annex II: Financial Arrangements

Enclosures:

Protocol<sup>1)</sup>  
Aide Memoire<sup>2)</sup>

*His Excellency*  
*Max van der Stoep*  
*Minister of Foreign Affairs*  
*The Hague*  
*The Netherlands*

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### Annex I

#### NETHERLANDS CONTRIBUTION

##### *Mission of Military Signals Unit:*

The Government of the Kingdom of the Netherlands shall provide to the MFO the Military Signals Unit, which shall be responsible for providing communications within the northern and southern base camps, between the camps, and among various elements within the Force, and also signal staff support for the MFO Commander.

The Unit will operate from the MFO Headquarters at El Gorah, the base at Sharm el-Sheikh, and from field sites.

The mission of the Military Signals Unit, described herein, may not be changed except with the consent of the Government of the Kingdom of the Netherlands and the MFO.

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1) Het Protocol is afgedrukt op blz. 11 e.v. van dit Tractatenblad.

2) De Aide Memoire is afgedrukt op blz. 34 e.v. van dit Tractatenblad.

*Technical Specifications:*

The Military Signals Unit shall operate commercial communications equipment provided by the MFO. This equipment will include:

- Point-to-point, fixed and mobile high-frequency single side-band radios;
- Point-to-point, fixed and mobile very-high-frequency radios;
- Radios which merge multiple channels of communications over a single radio link;
- Automatic electronic switchboards;
- Privacy encryption equipment for voice and teletype;
- Teletype and telex machines;
- Facsimile equipment; and
- Consoles to connect radio and telephone conversations.

Civilian contractors (contracting directly with the MFO and under the technical supervision of the Military Signals Unit Commander) will provide links to agencies and organizations outside the MFO area through point-to-point microwave radios which can simultaneously carry several voice conversations and teletype connections. Additionally, the contractor will provide technical assistance at switchboards, and maintenance support. Accordingly, the Military Signals Unit's maintenance responsibility will be limited to operator adjustments, basic troubleshooting and routine checks and services.

*Organization:*

It is understood that to carry out its mission the Military Signals Unit shall comprise the following personnel, the total number of which shall not exceed 81:

- A. A Company Headquarters, including a Commander, Deputy Commander, a Sergeant Major, a medical doctor and an administrative NCO.
- B. Other company support, including clerks, supply personnel, a paymaster and a social worker.
- C. A MFO Force Headquarters Signal Staff Section, including a Signals Officer, a Signals NCO and a Signals sergeant or clerk.
- D. A Platoon North and Platoon South, each including platoon headquarters, communications center personnel, radio operations personnel, switchboard operators, telephone installers, and personnel to operate and monitor communications equipment in the sector control centers.

The foregoing organizational criteria may from time to time be modified by mutual consent.

*Mission of Military Police Unit:*

The Government of the Kingdom of the Netherlands shall provide the main portion of the Military Police Unit which shall assist the Force Commander in maintaining good order among MFO personnel through-out the assigned area of operation. Police subtasks shall include, but are not limited to:

- Advising Force Commander on military police matters;
- Liaison with local law enforcement authorities;
- Criminal investigation;
- Physical security/crime prevention program;
- Traffic management/control/investigation;
- Patrolling;
- Inspection/search procedure;
- Apprehension/processing/interview of subjects.

The mission of the Military Police Unit, described herein, may not be changed except with consent of the Government of the Kingdom of the Netherlands and the MFO.

*Organization:*

It is understood that to carry out the foregoing mission the Netherlands portion of the Military Police Unit shall be comprised of the following personnel, the total number of which shall not exceed 21:

A. A Provost Marshal Element, including a Provost Marshal and staff personnel, collocated with the Force Commander's staff. The Provost Marshal shall also be the Officer in Charge of the Criminal Investigation Element.

B. A Criminal Investigation Element, headed by a senior non-commissioned officer and with adequate personnel to conduct internal investigations.

C. A Military Police detachment, including a non-commissioned officer in charge, operations NCO and military policemen. The Military Police detachment shall be responsible for essential military police services throughout the MFO area of operation.

The foregoing organizational criteria may from time to time be modified by mutual consent.

*Additional Provisions:*

A. The Netherlands Contingent Commander shall have direct access to the Force Commander. The Military Signal Unit Commander shall have direct access to the Force Commander and shall serve as his signals advisor. The Military Police Unit Commander shall have direct access to the Force Commander and shall serve as his Provost Marshal.

B. Members of the Netherlands contingent shall be armed with their normally assigned individual weapons.

C. The Government of the Kingdom of the Netherlands shall also provide staff-trained officers to the MFO Force Commander's staff for mutually agreed positions.

**Annex II**

*Financial Arrangements:*

1. The MFO shall provide for the transportation of the personnel of the Netherlands contingent, their individual weapons and kit, without cost to the Kingdom of the Netherlands, from the designated point of departure to their station in the Sinai and return, in accordance with the mutually established rotation schedule.

2. The MFO shall provide food and lodging to the Netherlands personnel in the Sinai, as well as base support, without cost to the Kingdom of the Netherlands. The MFO shall similarly provide and maintain the equipment to be utilized by the Netherlands contingent in the performance of its mission.

3. The Government of the Kingdom of the Netherlands shall remain responsible for the payment to the personnel of the Netherlands contingent, without cost to the MFO, of the salaries, benefits, allowances and other payments which would normally be paid such personnel when stationed in the Netherlands.

4. The Government of the Kingdom of the Netherlands, shall provide the personnel of the Netherlands contingent, without cost to the MFO, the individual weapons and other individual equipment required to perform their mission in the Sinai.

5. The MFO shall pay to the Government of the Kingdom of the Netherlands an amount equivalent to the cost to the Government of the Kingdom of the Netherlands of special pay and allowances paid to the personnel of the Netherlands contingent pursuant to the Netherlands regulations for armed services allowances and charges currently in force, less the costs which would normally have been incurred by the

Government of the Kingdom of the Netherlands for food and lodging, base support and operation and maintenance for such personnel when stationed in the Netherlands. Such net amount shall be determined on an annual basis, and real costs shall be payable in quarterly installments. Upon the receipt of an invoice from the Government of the Kingdom of the Netherlands, the first such payment shall be made by July 1, 1982, and subsequent installments shall be paid quarterly thereafter.

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**Agreed minute**

With reference to paragraph 5 of Annex II of the letter from the Director General of the MFO to the Government of the Kingdom of the Netherlands, it is understood that the special pay and allowances paid to the personnel of the Netherlands contingent in the MFO will be U.S. dols 24 per day for each married person, and U.S. dols 18 per day for each unmarried person.

Accordingly, the net amount to be paid by the MFO to the Government of the Kingdom of the Netherlands will be calculated on the following basis:

Married people	US Dols 24 – a day
Unmarried people	US Dols 18 – a day
Estimated Proportion married:	Unmarried 1:2
Force population:	105 people
Allowance	
1/3 x 105 x 365 x dols 24 –	dols \$ 306,600
2/3 x 105 x 365 x dols 18 –	dols \$ 459,900
Estimated net annual amount	dols 766,500

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Nr. II

MINISTRY OF FOREIGN AFFAIRS  
THE HAGUE

Treaties Department  
DVE-63513

The Hague, 4 March 1982

Dear Mr. Director General,

Thank you for your letter of 2 March 1982. I wish to confirm to you that the Government of the Kingdom of the Netherlands will contribute

to the MFO a military signals unit, a military police unit, and MFO staff personnel and is prepared to maintain its participation in the MFO for a period of two years beginning April 25, 1982, which may be extended by mutual agreement.

I confirm to you as well that the Government of the Kingdom of the Netherlands hereby provides the agreements and assurances concerning its participation in the MFO which you requested in accordance with the terms of the Protocol between Egypt and Israel dated August 3, 1981.

I acknowledge receipt of the aide-memoire enclosed with your letter. The guidelines contained in this aide-memoire will be of use to my Government in preparing and deploying its contingent for service in the MFO.

Finally my Government concurs with your proposal that your letter of 2 March 1982, including Annex I and Annex II, together with this reply shall constitute an agreement between the Government of the Kingdom of the Netherlands and the MFO which enters into force on this date.

With assurances of my highest consideration.

Sincerely,  
(sd.) M. VAN DER STOEL  
(M. van der Stoel)  
*Minister for Foreign Affairs  
of the Kingdom of the Netherlands*

*Mr. Leamon R. Hunt  
Director General  
Multinational Force and Observers*

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Nr. III

MULTINATIONAL FORCE AND OBSERVERS  
Alexandria, Virginia 22312

March 2, 1982

Dear Mr. Minister:

With reference to my letter of today's date accepting your government's offer to contribute to the MFO in accordance with the



Protocol of the Treaty of Peace between Egypt and Israel signed on March 26, 1979, it may assist if I confirm my understanding with respect to various aspects of participation in the MFO.

(1) It is understood that, as provided in Paragraph 12 of the Appendix to the Egypt-Israel Protocol of August 3, 1981, members of the MFO are not subject to the civil jurisdiction of the courts or other legal process of Egypt or Israel in any matters relating to their official duties. It is also understood that, as provided in Paragraph 38 of that Appendix, claims against a member of the MFO made by the Government of Egypt or Israel or by residents thereof in respect to damages alleged to result from an act or omission of such member relating to his official duties shall be settled according to the claims provisions of the Appendix. An award made by the Claims Commission against a member of the MFO shall be notified to the *Director General* for payment by the MFO. Accordingly, neither the individual member nor the participating state of which he is a national shall incur any liability in such official duty cases.

(2) With reference to Paragraph 6 of the Annex to the Protocol, it is understood that national contingents provided to the MFO shall be placed under the operational control of the Force Commander. The Force Commander will issue orders to the National Contingents through the appropriate National Contingent Commander in accordance with the chain of command established by him pursuant to the Protocol.

(3) It is understood that in exercising this functions under Paragraphs 12(b), 13 and 42 of the Appendix, the *Director General* will seek relevant information from the appropriate National Contingent Commander through the Force Commander.

(4) It is understood that in the application of paragraph 20 of the Appendix, the *Director General* intends to follow the regulations and practices of the United Nations in their peacekeeping organizations so far as the display of flags and ensigns is concerned.

(5) With reference to paragraph 21 of the Appendix, it is understood that service vehicles, boats and aircraft serving with the MFO shall be painted MFO colors, shall carry MFO identification marks and, in addition, shall carry only those marks or insignia as are necessary to satisfy international legal requirements applicable to state aircraft and boats.

(6) With reference to Paragraph 24 of the Appendix, it is understood that the *Director General* does not intend to delegate any of his powers directly to members of national contingents who are under the command of the National Contingent Commander.

(7) It is understood that where supplementary arrangements are to be made, as provided in paragraph 43 of the Appendix, which substantially

affect a national contingent, the Director General will first consult with the government of the affected participating state.

(8) It is understood that the Director General intends to establish a consultative mechanism whereby he will meet with representatives designated by troop-contributing states accredited to the country where his headquarters will be located for briefing and discussion of issues of general concern. In addition, the Director General and his staff will be available at any time to hold bilateral consultations with troop-contributing state representatives on substantive issues of mutual concern.

(9) It is understood that any disputes which may arise between a participating state and the MFO which cannot properly be resolved through normal administrative channels may be raised by either the MFO or the participating government for resolution at the diplomatic level between the Director General and the designated diplomatic representative of the participating government.

I would appreciate your reply confirming the above understanding.

Sincerely,  
(sd.) LEAMON R. HUNT  
Leamon R. Hunt  
Director General  
*Multinational Force and Observers*

*His Excellency  
Max van der Stoep  
Minister of Foreign Affairs  
The Hague  
The Netherlands*

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Nr. IV

MINISTRY OF FOREIGN AFFAIR  
THE HAGUE

Treaties Department  
DVE-63530

The Hague, 4 March 1982

Dear Mr. Director General,

This is in reply to your letter of 2 March 1982, which sets forth a

number of understandings concerning participation in the MFO. I am pleased to advise you that my Government confirms all of the understandings set forth in your letter.

With assurances of my highest consideration.

Sincerely,  
 (sd.) M. VAN DER STOEL  
 (M. van der Stoel)  
*Minister for Foreign Affairs  
 of the Kingdom of the Netherlands*

*Mr. Leamon R. Hunt  
 Director General  
 Multinational Force and Observers*

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#### D. PARLEMENT

De in de brieven vervatte overeenkomst behoeft de goedkeuring der Staten-Generaal ingevolge artikel 62, tweede lid, van de Grondwet.

#### G. INWERKINGTREDING

De in de brieven vervatte overeenkomst is ingevolge het in brief Nr. II gestelde op 4 maart 1982 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft, geldt de overeenkomst alleen voor Nederland.

#### J. GEGEVENS

De Multinationale Vredesmacht (MFO) is opgericht bij een op 3 augustus 1981 te Washington tussen Egypte en Israël tot stand gekomen Protocol. De tekst van dat Protocol en de daarbij behorende bijlage en brieven luidt als volgt:

#### **Protocol**

In view of the fact that the Egyptian-Israeli Treaty of Peace dated March 26, 1979 (hereinafter, „the Treaty”), provides for the fulfillment

of certain functions by the United Nations Forces and Observers and that the President of the Security Council indicated on May 18, 1981, that the Security Council was unable to reach the necessary agreement on the proposal to establish the UN Forces and Observers, Egypt and Israel, acting in full respect for the purposes and principles of the United Nations Charter, have reached the following agreement:

1. A Multinational Force and Observers (hereinafter, „MFO”) is hereby established as an alternative to the United Nations Forces and Observers. The two Parties may consider the possibility of replacing the arrangements hereby established with alternative arrangements by mutual agreement.

2. The provisions of the Treaty which relate to the establishment and functions and responsibilities of the UN Forces and Observers shall apply *mutatis mutandis* to the establishment and functions and responsibilities of the MFO or as provided in this Protocol.

3. The provisions of Article IV of the Treaty and the Agreed Minute thereto shall apply to the MFO. In accordance with paragraph 2 of this Protocol, the words „through the procedures indicated in paragraph 4 of Article IV and the Agreed Minute thereto” shall be substituted for „by the Security Council of the United Nations with the affirmative vote of the five permanent members” in paragraph 2 of Article IV of the Treaty.

4. The Parties shall agree on the nations from which the MFO will be drawn.

5. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers. Details relating to the international nature, size, structure and operation of the MFO are set out in the attached Annex.

6. The Parties shall appoint a Director-General who shall be responsible for the direction of the MFO. The Director-General shall, subject to the approval of the Parties, appoint a Commander, who shall be responsible for the daily command of the MFO. Details relating to the Director-General and the Commander are set out in the attached Annex.

7. The expenses of the MFO which are not covered by other sources shall be borne equally by the Parties.

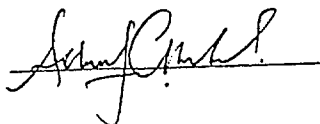
8. Disputes arising from the interpretation and application of this Protocol shall be resolved according to Article VII of the Treaty.

9. This Protocol shall enter into force when each Party has notified the other that all its Constitutional requirements have been fulfilled. The attached Annex shall be regarded as an integral part hereof. This Protocol shall be communicated to the Secretary General of the United

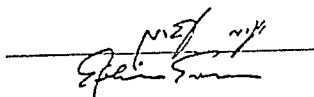
Nations for registration in accordance with the provisions of Article 102 of the Charter of the United Nations.

(Signed in Washington, D.C., August 3, 1981)

*For the Government of the  
Arab Republic of Egypt:*



*For the Government  
of the State of Israel*



Witnessed by:



*For the Government of the  
United States of America*

#### Annex

##### *Director-General*

1. The Parties shall appoint a Director-General of the MFO within one month of the signing of this Protocol. The Director-General shall serve a term of four years, which may be renewed. The Parties may replace the Director-General prior to the expiration of his term.

2. The Director-General shall be responsible for the direction of the MFO in the fulfillment of its functions and in this respect is authorized to act on behalf of the MFO. In accordance with local laws and regulations and the privileges and immunities of the MFO, the Director-General is authorized to engage an adequate staff, to institute legal proceedings, to contract, to acquire and dispose of property, and to take those other actions necessary and proper for the fulfillment of his responsibilities. The MFO shall not own immovable property in the territory of either Party without the agreement of the respective government. The Director-General shall determine the location of his office, subject to the consent of the country in which the office will be located.

3. Subject to the authorization of the Parties, the Director-General shall request those nations agreeable to the Parties to supply contingents

to the MFO and to receive the agreement of contributing nations that the contingents will conduct themselves in accordance with the terms of this Protocol. The Director-General shall impress upon contributing nations the importance of continuity of service in units with the MFO so that the Commander may be in a position to plan his operation with knowledge of what units will be available. The Director-General shall obtain the agreement of contributing nations that the national contingents shall not be withdrawn without adequate prior notification to the Director-General.

4. The Director-General shall report to the Parties on developments relating to the functioning of the MFO. He may raise with either or both Parties, as appropriate, any matter concerning the functioning of the MFO. For this purpose, Egypt and Israel shall designate senior responsible officials as agreed points of contact for the Director-General. In the event that either Party or the Director-General requests a meeting, it will be convened in the location determined by the Director-General within 48 hours. Access across the international boundary shall only be permitted through entry checkpoints designated by each Party. Such access will be in accordance with the laws and regulations of each country. Adequate procedures will be established by each Party to facilitate such entries.

#### *Military Command Structure*

5. In accordance with paragraph 6 of the Protocol, the Director-General shall appoint a Commander of the MFO within one month of the appointment of the Director-General. The Commander will be an officer of general rank and shall serve a term of three years which may, with the approval of the Parties, be renewed or curtailed. He shall not be of the same nationality as the Director-General.

6. Subject to paragraph 2 of this Annex, the Commander shall have full command authority over the MFO, and shall promulgate its Standing Operating Procedures. In making the command arrangements stipulated in paragraph 9 of Article VI of Annex I of the Treaty (hereinafter „Annex I”), the Commander shall establish a chain of command for the MFO linked to the commanders of the national contingents made available by contributing nations. The members of the MFO, although remaining in their national service, are, during the period of their assignment to the MFO, under the Director-General and subject to the authority of the Commander through the chain of command.

7. The Commander shall also have general responsibility for the good order of the MFO. Responsibility for disciplinary action in national contingents provided for the MFO rests with the commanders of the national contingents.

### *Functions and Responsibilities of the MFO*

8. The mission of the MFO shall be to undertake the functions and responsibilities stipulated in the Treaty for the United Nations Forces and Observers.

9. The MFO shall supervise the implementation of Annex I and employ its best efforts to prevent any violations of its terms.

10. With respect to the MFO, as appropriate, the Parties agree to the following arrangements:

(a) Operation of checkpoints, reconnaissance patrols, and observation posts along the international boundary and Line B, and within Zone C.

(b) Periodic verification of the implementation of the provisions of Annex I will be carried out not less than twice a month unless otherwise agreed by the Parties.

(c) Additional verifications within 48 hours after the receipt of a request from either Party.

(d) Ensuring the freedom of navigation through the Strait of Tiran in accordance with Article V of the Treaty of Peace.

11. When a violation has been confirmed by the MFO, it shall be rectified by the respective Party within 48 hours. The Party shall notify the MFO of the rectification.

12. The operations of the MFO shall not be construed as substituting for the undertakings by the Parties described in paragraph 2 of Article III of the Treaty. MFO personnel will report such acts by individuals as described in that paragraph in the first instance to the police of the respective Party.

13. Pursuant to paragraph 2 of Article II of Annex I, and in accordance with paragraph 7 of Article VI of Annex I, at the checkpoints at the international boundary, normal border crossing functions, such as passport inspection and customs control, will be carried out by officials of the respective Party.

14. The MFO operating in the Zones will enjoy freedom of movement necessary for the performance of its tasks.

15. MFO support flights to Egypt or Israel will follow normal rules and procedures for international flights. Egypt and Israel will undertake to facilitate clearances for such flights.

16. Verification flights by MFO aircraft in the Zones will be cleared with the authorities of the respective Party, in accordance with procedures to ensure that the flights can be undertaken in a timely manner.

17. MFO aircraft will not cross the international boundary without prior notification and clearance by each of the Parties.

18. MFO reconnaissance aircraft operating in Zone C will provide notification to the civil air control center and, thereby, to the Egyptian liaison officer therein.

#### *Size and Organization*

19. The MFO shall consist of a headquarters, three infantry battalions totalling not more than 2,000 troops, a coastal patrol unit and an observer unit, an aviation element and logistics and signal units.

20. The MFO units will have standard armament and equipment appropriate to their peacekeeping mission as stipulated in this Annex.

21. The MFO headquarters will be organized to fulfill its duties in accordance with the Treaty and this Annex. It shall be manned by staff-trained officers of appropriate rank provided by the troop contributing nations as part of their national contingents. Its organization will be determined by the Commander, who will assign staff positions to each contributor on an equitable basis.

#### *Reports*

22. The Commander will report findings simultaneously to the Parties as soon as possible, but not later than 24 hours, after a verification or after a violation has been confirmed. The Commander will also provide the Parties simultaneously a monthly report summarizing the findings of the checkpoints, observation posts, and reconnaissance patrols.

23. Reporting formats will be worked out by the Commander with the parties in the Joint Commission. Reports to the Parties will be transmitted to the liaison offices to be established in accordance with paragraph 31 below.

#### *Financing, Administration and Facilities*

24. The budget for each financial year shall be prepared by the Director-General and shall be approved by the Parties. The financial year shall be from October 1 through September 30. Contributions shall be paid in U.S. dollars, unless the Director-General requests contributions in some other form. Contributions shall be committed the first day of the financial year and made available as the Director-General determines necessary to meet expenditures of the MFO.

25. For the period prior to October 1, 1981, the budget of the MFO shall consist of such sums as the Director-General shall receive. Any contributions during that period will be credited to the share of the



budget of the contributing state in Financial Year 1982, and thereafter as necessary, so that the contribution is fully credited.

26. The Director-General shall prepare financial and administrative regulations consistent with this Protocol and submit them no later than December 1, 1981, for the approval of the Parties. These financial regulations shall include a budgetary process which takes into account the budgetary cycles of the contributing states.

2. The Commander shall request the approval of the respective Party for the use of facilities on its territory necessary for the proper functioning of the MFO. In this connection, the respective Party, after giving its approval for the use by the MFO of land or existing buildings and their fixtures, will not be reimbursed by the MFO for such use.

#### *Responsibilities of the Joint Commission Prior to Its Dissolution*

28. In accordance with Article IV of the Appendix to Annex I, the Joint Commission will supervise the implementation of the arrangements described in Annex I and its Appendix, as indicated in subparagraphs b, c, h, i and j of paragraph 3 of Article IV.

29. The Joint Commission will implement the preparations required to enable the Liaison System to undertake its responsibilities in accordance with Article VII of Annex I.

30. The Joint Commission will determine the modalities and procedures for the implementation of Phase Two, as described in paragraph 3(b) of Article I of Annex I, based on the modalities and procedures that were implemented in Phase One.

#### *Liaison System*

31. The Liaison System will undertake the responsibilities indicated in paragraph 1 of Article VII of Annex I, and may discuss any other matters which the Parties by agreement may place before it. Meetings will be held at least once a month. In the event that either Party or the Commander requests a special meeting, it will be convened within 24 hours. The first meeting will be held in El-Arish not later than two weeks after the MFO assumes its functions. Meetings will alternate between El-Arish and Beer Sheba, unless the Parties otherwise agree. The Commander shall be invited to any meeting in which subjects concerning the MFO are discussed or when either Party requests MFO presence. Decisions will be reached by agreement of Egypt and Israel.

32. The Commander and each chief liaison officer will have access to one another in their respective offices. Adequate procedures will be worked out between the Parties with a view to facilitating the entry for this purpose of the representatives of either Party to the territory of the other.

*Privileges and Immunities*

33. Each Party will accord to the MFO the privileges and immunities indicated in the attached Appendix.

*Schedule*

34. The MFO shall assume its functions at 1300 hours on April 25, 1982.

35. The MFO shall be in place by 1300 hours, on March 20, 1982.

**Appendix***Definitions*

1. The "Multinational Force and Observers" (hereinafter referred to as "the MFO") is that organization established by the Protocol.

2. For the purposes of this Appendix, the term "Member of the MFO" refers to the Director-General, the Commander and any person, other than a resident of the Receiving State, belonging to the military contingent of a Participating State or otherwise under the authority of the Director-General, and his spouse and minor children, as appropriate.

3. The "Receiving State" means the authorities of Egypt or Israel as appropriate, and the territories under their control. "Government authorities" includes all national and local, civil and military authorities called upon to perform functions relating to the MFO under the provisions of this Appendix, without prejudice to the ultimate responsibility of the Government of the Receiving State.

4. "Resident of the Receiving State" includes (a) a person with citizenship of the Receiving State, (b) a person resident therein or (c) a person present in the territory of the Receiving State other than a member of the MFO.

5. "Participating State" means a State that contributes personnel to the MFO.

*Duties of members of the MFO in the Receiving State:*

6. (a) Members of the MFO shall respect the laws and regulations of the Receiving State and shall refrain from any activity of a political character in the Receiving State and from any action incompatible with the international nature of their duties or inconsistent with the spirit of the present arrangements. The Director-General shall take all appropriate measures to ensure the observance of these obligations.

(b) In the performance of their duties for the MFO, members of the MFO shall receive their instructions only from the Director-General and the chain of command designated by him.

(c) Members of the MFO shall exercise the most discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their position with the MFO which has not been made public, except in the course of their duties or by authorization of the Director-General. These obligations do not cease upon the termination of their assignment with the MFO.

(d) The Director-General will ensure that in the Standing Operating Procedures of the MFO, there will be arrangements to avoid accidental or inadvertent threats to the safety of MFO members.

#### *Entry and exit: Identification*

7. Individual or collective passports shall be issued by the Participating States for members of the MFO. The Director-General shall notify the Receiving State of the names and scheduled time of arrival of MFO members, and other necessary information. The Receiving State shall issue an individual or collective multiple-entry visa as appropriate prior to that travel. No other documents shall be required for a member of the MFO to enter or leave the Receiving State. Members of the MFO shall be exempt from immigration inspection and restrictions on entering or departing from the territory of the Receiving State. They shall also be exempt from any regulations governing the residence of aliens in the Receiving State, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Receiving State. The Receiving State shall also provide each member of the Force with a personal identity card prior to or upon his arrival.

8. Members of the MFO will at all times carry their personal identity cards issued by the Receiving State. Members of the MFO may be required to present, but not to surrender, their passport or identity cards upon demand of an appropriate authority of the Receiving State. Except as provided in paragraph 7 of this Appendix, the passport or identity card will be the only document required for a member of the MFO.

9. If a member of the MFO leaves the services of the Participating State to which he belongs and is not repatriated, the Director-General shall immediately inform the authorities of the Receiving State, giving such particulars as may be required. The Director-General shall similarly inform the authorities of the Receiving State of any member of the MFO who has absented himself for more than twenty-one days. If an expulsion order against the ex-member of the MFO has been made, the Director-General shall be responsible for ensuring that the person

concerned shall be received within the territory of the Participating State concerned.

### *Jurisdiction*

10. The following arrangements respecting criminal and civil jurisdiction are made having regard to the special functions of the MFO and not for the personal benefit of the members of the MFO. The Director-General shall cooperate at all times with the appropriate authorities of the Receiving State to facilitate the proper administration of justice, secure the observance of laws and regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Appendix

### *Criminal jurisdiction*

11. (a) Military members of the MFO and members of the civilian observer group of the MFO shall be subject to the exclusive jurisdiction of their respective national states in respect of any criminal offenses which may be committed by them in the Receiving State. Any such person who is charged with the commission of a crime will be brought to trial by the respective Participating State, in accordance with its laws.

(b) Subject to paragraph 25, other members of the MFO shall be immune from the criminal jurisdiction of the Receiving State in respect of words spoken or written and all acts performed by them in their official capacity.

(c) The Director-General shall obtain the assurances of each Participating State that it will be prepared to take the necessary measures to assure proper discipline of its personnel and to exercise jurisdiction with respect to any crime or offense which might be committed by its personnel. The Director-General shall comply with requests of the Receiving State for the withdrawal from its territory of any member of the MFO who violates its laws, regulations, customs or traditions. The Director-General, with the consent of the Participating State, may waive the immunity of a member of the MFO.

(d) Without prejudice to the foregoing, a Participating State may enter into a supplementary arrangement with the Receiving State to limit or waive the immunities of its members of the MFO who are on periods of leave while in the Receiving State.

### *Civil jurisdiction*

12. (a) Members of the MFO shall not be subject to the civil jurisdiction of the courts of the Receiving State or to other legal process

in any matter relating to their official duties. In a case arising from a matter relating to official duties and which involves a member of the MFO and a resident of the Receiving State, and in other disputes as agreed, the procedure provided in paragraph 38(b) of this Appendix shall apply to the settlement.

(b) If the Director-General certifies that a member of the MFO is unable because of official duties or authorized absence to protect his interests in a civil proceeding in which he is a participant, the court or authority shall at his request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of the MFO which is certified by the Director-General to be needed by him for the fulfillment of his official duties shall be free from seizure for the satisfaction of a judgment, decision or order, together with other property not subject thereto under the law of the Receiving State. The personal liberty of a member of the MFO shall not be restricted by a court or other authority of the Receiving State in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath of disclosure, or for any other reason.

(c) In the cases provided for in sub-paragraph (b) above, the claimant may elect to have his claim dealt with in accordance with the procedure set out in paragraph 38(b) of this Appendix. Where a claim adjudicated or an award made in favor of the claimant by a court of the Receiving State or the Claims Commission under paragraph 38(b) of this Appendix has not been satisfied, the authorities of the Receiving State may, without prejudice to the claimant's rights, seek the good offices of the Director-General to obtain satisfaction.

*Notification: certification*

13. If any civil proceeding is instituted against a member of the MFO, before any court of the Receiving State having jurisdiction, notification shall be given to the Director-General. The Director-General shall certify to the court whether or not the proceeding is related to the official duties of such member.

*Military police: arrest: transfer of custody and mutual assistance*

14. The Director-General shall take all appropriate measures to ensure maintenance of discipline and good order among members of the MFO. To this end military police designated by the Director-General shall police the premises referred to in paragraph 19 of this Appendix, and such areas where the MFO is functioning.

15. The military police of the MFO shall immediately transfer to the civilian police of the Receiving State any individual, who is not a member of the MFO, of whom it takes temporary custody.

16. The police of the Receiving State shall immediately transfer to the MFO any member of the MFO, of whom it takes temporary custody, pending an determination concerning jurisdiction.

17. The Director-General and the authorities of the Receiving State shall assist each other concerning all offenses in respect of which either or both have an interest, including the production of witnesses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over, of things connected with an offense. The handing over of any such things may be made subject to their return within the time specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 15 and 16 of this Appendix.

18. The government of the Receiving State will ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to the MFO or its members which, if committed in relation to the forces of the Receiving State or their members, would have rendered them liable to prosecution. The Director-General will take the measures within his power with respect to crimes or offenses committed against citizens of the Receiving State by members of the MFO.

#### *Premises of the MFO*

19. Without prejudice to the fact that all the premises of the MFO remain the territory of the Receiving State, they shall be inviolable and subject to the exclusive control and authority of the Director-General, who alone may consent to the entry of officials to perform duties on such premises.

#### *MFO flag*

20. The Receiving States permit the MFO to display a special flag or insignia, of a design agreed upon by them, on its headquarters, camps, posts, or other premises, vehicles, boats and otherwise as decided by the Director-General. Other flags or pennants may be displayed only in exceptional cases and in accordance with conditions prescribed by the Director-General. Sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this last-mentioned matter. If the MFO flag or other flag is flown, the flag of the Receiving State shall be flown alongside it.

#### *Uniform: Vehicle, boats and aircraft markings and registration: Operating permits*

21. Military members of the MFO shall normally wear their national

uniform with such identifying MFO insignia as the Director-General may prescribe. The conditions on which the wearing of civilian dress is authorized shall be notified by the Director-General to the authorities of the Receiving State and sympathetic consideration will be given to observations or requests of the authorities of the Receiving State concerning this matter. Members of the MFO shall wear civilian dress while outside the areas where they are functioning. Service vehicles, boats and aircraft shall not carry the marks or license plates of any Participating State, but shall carry the distinctive MFO identification mark and license which shall be notified by the Director-General to the authorities of the Receiving State. Such vehicles, boats and aircraft shall not be subject to registration and licensing under the laws and regulations of the Receiving State. Authorities of the Receiving State shall accept as valid, without a test or fee, a permit or license for the operation of service vehicles, boats and aircraft issued by the Director-General. MFO drivers shall be given permits by the Receiving State to enable them to drive outside the areas where they are functioning, if these permits are required by the Receiving State.

#### *Arms*

22. Members of the MFO who are off-duty shall not carry arms while outside the areas where they are functioning.

#### *Privileges and immunities of the MFO*

23. The MFO shall enjoy the status, privileges and immunities accorded in Article II of the Convention on the Privileges and Immunities of the United Nations (hereinafter, "the Convention"). The provisions of Article II of the Convention shall also apply to the property, funds and assets of Participating States used in the Receiving State in connection with the activities of the MFO. Such Participating States may not acquire immovable property in the Receiving State without agreement of the government of the Receiving State. The government of the Receiving State recognizes that the right of the MFO to import free-of-duty equipment for the MFO and provisions, supplies and other goods for the exclusive use of members of the MFO, includes the right of the MFO to establish, maintain and operate at headquarters, camps and posts, service institutes providing amenities for the members of the MFO. The amenities that may be provided by service institutes shall be goods of a consumable nature (tobacco and tobacco products, beer, etc.), and other customary articles of small value. To the end that duty-free importation for the MFO may be effected with the least possible delay, having regard to the interests of the government of the Receiving State, a mutually satisfactory procedure, including documentation, shall be arranged between the Director-General and the customs authorities of the Receiving State. The Director-General shall

take all necessary measures to prevent any abuse of the exemption and to prevent the sale or resale of such goods to persons other than the members of the MFO. Sympathetic consideration shall be given by the Director-General to observations or requests of the authorities of the Receiving State concerning the operation of service institutes.

*Privileges and immunities and delegation of authority of Director-General*

24. The Director-General of the MFO may delegate his powers to other members of the MFO.

25. The Director-General, his deputy, the Commander, and his deputy, shall be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

*Members of the MFO: Taxation, customs and fiscal regulations*

26. Members of the MFO shall be exempt from taxation by the Receiving State on the pay and emoluments received from their national governments or from the MFO. They shall also be exempt from all other direct taxes, fees, and charges, excepts for those levied for services rendered.

27. Members of the MFO shall have the right to import free of duty their personal effects in connection with their first taking up their post in the Receiving State. They shall be subject to the laws and regulations of the Receiving State governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Receiving State with the MFO. Special facilities for entry or exit shall be granted by the immigration, customs and fiscal authorities of the Receiving State to regularly constituted units of the MFO provided that the authorities concerned have been duly notified sufficiently in advance. Members of the MFO on departure from the area may, notwithstanding the foreign exchange regulations, take with them such funds as the Director-General certifies were received in pay and emoluments from their respective national governments or from the MFO and are a reasonable residue thereof. Special arrangements between the Director-General and the authorities of the Receiving State shall be made for the implementation of the foregoing provisions in the interests of the government of the Receiving State and members of the MFO.

28. The Director-General will cooperate with the customs and fiscal authorities of the Receiving State and will render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Receiving State by the members of the MFO in



accordance with this Appendix or any relevant supplemental arrangements.

*Communications and postal services*

29. The MFO shall enjoy the facilities in respect to communications provided for in Article III of the Convention. The Director-General shall have authority to install and operate communications systems as are necessary to perform its functions subject to the provisions of Article 35 of the International Telecommunication Convention of April 11, 1973, relating to harmful interference. The frequencies on which any such station may be operated will be duly communicated by the MFO to the appropriate authorities of the Receiving State. Appropriate consultations will be held between the MFO and the authorities of the Receiving State to avoid harmful interference. The right of the Director-General is likewise recognized to enjoy the priorities of government telegrams and telephone calls as provided for the United Nations in Article 39 and Annex 3 of the latter Convention and in Article 5, No. 10 of the telegraph regulations annexed thereto.

30. The MFO shall also enjoy, within the areas where it is functioning, the right of unrestricted communication by radio, telephone, telegraph of any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MFO, including the laying of cables and land lines and the establishment of fixed and mobile radio sending and receiving stations. It is understood that the telegraph and telephone cables and lines herein referred to will be situated within or directly between the premises of the MFO and the areas where it is functioning, and that connection with the system of telegraphs and telephones of the Receiving State will be made in accordance with arrangements with the appropriate authorities of the Receiving State.

31. The government of the Receiving State recognizes the right of the MFO to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the MFO. The government of the Receiving State will be informed of the nature of such arrangements. No interference shall take place with, and no censorship shall be applied to, the mail of the MFO by the government of the Receiving State. In the event that postal arrangements applying to private mail of members of the MFO are extended to operations involving transfer of currency, or transport of packages or parcels from the Receiving State, the conditions under which such operations shall be conducted in the Receiving State will be agreed upon between the government of the Receiving State and the Director-General.

*Motor vehicle insurance*

32. The MFO will take necessary arrangements to ensure that alle MFO motor vehicles shall be covered by third party liability insurance in accordance with the laws and regulations of the Receiving State.

*Use of roads, waterways, port facilities, airfields and railways*

33. When the MFO uses roads, bridges, port facilities and airfields it shall not be subject to payment of dues, tolls or charges either by way of registration or otherwise, in the areas where it is functioning and the normal points of access, except for charges that are related directly to services rendered. The authorities of the Receiving State, subject to special arrangements, will give the most favorable consideration to requests for the grant to members of the MFO of travelling facilities on its railways and of concessions with regard to fares.

*Water, electricity and other public utilities*

34. The MFO shall have the right to the use of water, electricity and other public utilities at rates not less favorable to the MFO than those to comparable consumers. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining water, electricity and other utilities requires, and in the case of interruption or threatened interruption of service, will give the same priority to the needs of the MFO as to essential government services. The MFO shall have the right where necessary to generate, within the premises of the MFO either on land or water, electricity for the use of the MFO and to transmit and distribute such electricity as required by the MFO.

*Currency of the Receiving State*

35. The Government of the Receiving State will, if requested by the Director-General, make available to the MFO, against reimbursement in U.S. dollars or other currency mutually acceptable, currency of the Receiving State required for the use of the MFO, including the pay of the members of the national contingents, at the rate of exchange most favorable to the MFO that is officially recognized by the government of the Receiving State.

*Provisions, supplies and services*

36. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in obtaining equipment, provisions, supplies and other goods and services required from local sources for its subsistence and operation. Sympathetic consideration

will be given by the Director-General in purchases on the local market to requests or observations of the authorities of the Receiving State in order to avoid any adverse effect on the local economy. Members of the MFO may purchase locally goods necessary for their own consumption, and such services as they need, under conditions prevailing in the open market.

If members of the MFO should require medical or dental facilities beyond those available within the MFO, arrangements shall be made with the appropriate authorities of the Receiving State under which such facilities may be made available. The Director-General and the appropriate local authorities will cooperate with respect to sanitary services. The Director-General and the authorities of the Receiving State shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases in accordance with international conventions; such cooperation shall extend to the exchange of relevant information and statistics.

#### *Locally recruited personnel*

37. The MFO may recruit locally such personnel as required. The authorities of the Receiving State will, upon the request of the Director-General, assist the MFO in the recruitment of such personnel. Sympathetic consideration will be given by the Director-General in the recruitment of local personnel to requests or observations of authorities of the Receiving State in order to avoid any adverse effect on the local economy. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Director-General and shall generally, to the extent practicable, be no less favorable than the practice prevailing in the Receiving State.

#### *Settlement of disputes or claims*

38. Disputes or claims of a private law character shall be settled in accordance with the following provisions:

(a) The MFO shall make provisions for the appropriate modes of settlement of disputes or claims arising out of contract or other disputes or claims of a private law character to which the MFO is a party other than those covered in subparagraph (b) and paragraph 39 following. When no such provisions have been made with the contracting party, such claims shall be settled according to subparagraph (b) below.

(b) Any claim made by:

(i) a resident of the Receiving State against the MFO or a member thereof, in respect of any damages alleged to result from an act or omission of such member of the MFO relating to his official duties;

(ii) the Government of the Receiving State against a member of the MFO;

(iii) the MFO or the Government of the Receiving State against one another, that is not covered by paragraph 40 of this Appendix;

shall be settled by a Claims Commission established for that purpose. One member of the Commission shall be appointed by the Director-General, one member by the Government of the Receiving State and a Chairman jointly by the two. If the Director-General and the Government of the Receiving State fail to agree on the appointment of a chairman, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. An award made by the Claims Commission against the MFO or a member or other employee thereof or against the Government of the Receiving State shall be notified to the Director-General or the authorities of the Receiving State as the case may be, to make satisfaction thereof.

39. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by administrative procedure to be established by the Director-General.

40. All disputes between the MFO and the Government of the Receiving State concerning the interpretation or application of this Appendix which are not settled by negotiation or other agreed mode of settlement shall be referred for final settlement to a tribunal of three arbitrators, one to be named by the Director-General, one by the Government of the Receiving State, and an umpire to be chosen jointly who shall preside over the proceedings of this tribunal.

41. If the two parties fail to agree on the appointment of the umpire within one month of the proposal of arbitration by one of the parties, the two members selected by them shall select a chairman from the list of the Permanent Court of Arbitration. Should a vacancy occur for any reason, the vacancy shall be filled within thirty days by the methods laid down in this paragraph for the original appointment. The tribunal shall come into existence upon the appointment of the chairman and at least one of the other members of the tribunal. Two members of the tribunal shall constitute a quorum for the performance of its functions, and for all deliberations and decisions of the tribunal a favorable vote of two members shall be sufficient.

*Deceased members: disposition of personal property*

42. The Director-General shall have the right to take charge of and dispose of the body of a member of the MFO who dies in the territory of the Receiving State and may dispose of his personal property after the debts of the deceased person incurred in the territory of the Receiving State and owing to residents of the Receiving State have been settled.

*Supplemental arrangements*

43. Supplemental details for the carrying out of this Appendix shall be made as required between the Director-General and appropriate authorities designated by the Government of the Receiving State.

*Effective date and duration*

44. This Appendix shall take effect from the date of the entry into force of the Protocol and shall remain in force for the duration of the Protocol. The provisions of paragraphs 38, 39, 40 and 41 of this Appendix, relating to the settlement of disputes, however, shall remain in force until all claims arising prior to the date of termination of this Appendix and submitted prior to or within three months following the date of termination, have been settled.

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Nr. 1

THE SECRETARY OF STATE  
WASHINGTON

August 3, 1981

Dear Mr. Minister:

I wish to confirm the understandings concerning the United States' role reached in your negotiations on the establishment and maintenance of the Multinational Force and Observers:

1. The post of the Director-General will be held by U.S. nationals suggested by the United States.

2. Egypt and Israel will accept proposals made by the United States concerning the appointment of the Director-General, the appointment of the Commander, and the financial issues related to paragraphs 24-26 of the Annex to the Protocol, if no agreement is reached on any of these issues between the Parties. The United States will participate in deliberations concerning financial matters. In the event of differences of view between the parties over the composition of the MFO, the two sides will invite the U.S. to join them in resolving any issues.

3. Subject to Congressional authorization and appropriations:

A. The United States will contribute an infantry battalion and a logistics support unit from its armed forces and will provide a group of civilian observers to the MFO.

B. The United States will contribute one-third of the annual operating expenses of the MFO. The United States will be reimbursed by the MFO for the costs incurred in the change of station of U.S. Armed Forces provided to the MFO and for the costs incurred in providing civilian observers to the MFO. For the initial period (July 1, 1981 – September 30, 1982) during which there will be exceptional costs connected with the establishment of the MFO, the United States agrees to provide three-fifths of the costs, subject to the same understanding concerning reimbursement.

C. The United States will use its best efforts to find acceptable replacements for contingents that withdraw from the MFO.

D. The United States remains prepared to take those steps necessary to ensure the maintenance of an acceptable MFO.

I wish to inform you that I sent today to the Minister of Foreign Affairs of Egypt an identical letter, and I propose that my letters and the replies thereto constitute an agreement among the three States.

Sincerely,  
(sd.) A. M. HAIG, JR  
Alexander M. Haig, Jr.

*The Honorable  
Yitzhak Shamir,  
Foreign Minister,  
Israel.*

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Nr. 2

EMBASSY OF THE  
ARAB REPUBLIC OF  
EGYPT  
2310 Decatur Place, N.W.  
Washington, D.C. 20008

August 3, 1981

Dear Mr. Secretary:

I am instructed on behalf of Foreign Minister Ali to transmit the following letter,

Sincerely,  
(sd.) ASHRAF A. GHORBAL  
Ashraf A. Ghorbal  
Ambassador

Dear Mr. Secretary:

Egypt agrees to the contents of your letter dated August 3, 1981, and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,  
Kamal Hassan Ali  
Deputy Prime Minister  
Minister of Foreign Affairs

*The Honorable  
Alexander M. Haig, Jr.  
Secretary of State  
Washington, D. C. 20520*

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Nr. 3

EMBASSY OF ISRAEL  
WASHINGTON, D.C.

AO/397

3 August 1981

Dear Mr. Secretary,

I have been asked by Foreign Minister Shamir to transmit to you the following message:

“Dear Mr. Secretary:

Israel agrees to the contents of your letter dated August 3, 1981 and wishes to express its appreciation to the United States for having helped the two countries to reach this agreement.

Sincerely,  
(sd.) Yitzhak Shamir  
Foreign Minister”

Sincerely,  
(sd.) EPHRAIM EVRON  
Ephraim Evron  
Ambassador

*The Honorable  
Alexander M. Haig, Jr.  
Secretary of State  
Washington, D.C.*

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Nr. 4

Cairo, Egypt  
July 17, 1981

Dear Mr. Secretary:

This letter confirms that Egypt and Israel have agreed as follows:

Pending the entry into force of the Protocol initialed today, relating to the establishment of the Multinational Force and Observers, Egypt and Israel appoint Mr. Leamon R. Hunt to act as interim Director-General of the MFO.

The interim Director-General shall have the authority to take the necessary steps to ensure that preparations for the deployment of the MFO in accordance with the Protocol are initiated in a timely fashion. Egypt and Israel shall each immediately make available to the interim Director-General \$ 20 million, upon which the interim Director-General may draw, as he needs, to make expenditures for these purposes. These contributions shall be reimbursed to the respective State before March 1, 1982, from the budget of the MFO for its financial year 1982.

The interim Director-General shall assume his functions immediately. The interim Director-General shall cease to function upon entry into force of the Protocol and appointment of a Director-General, or on October 1, 1981, whichever comes first. Upon cessation of the functions of the interim Director-General, any unexpended funds will be transferred to the Director-General, or in the event that a Director-General is not appointed by October 1, 1981, returned to the Parties.

Very truly yours,  
(sd.) K. H. ALI  
Kamal Hassan Ali  
Deputy Prime Minister and  
Minister of Foreign Affairs

*The Honorable Alexander M. Haig*  
*Secretary of State*  
*Washington, D.C.*

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Nr. 5

## MINISTER FOR FOREIGN AFFAIRS

Jerusalem, July 17, 1981

Dear Mr. Secretary,

This letter confirms that Egypt and Israel have agreed as follows:

Pending the entry into force of the Protocol initialed today, relating to the establishment of the Multinational Force and Observers, Egypt and Israel appoint Mr. Leamon R. Hunt to act as interim Director-General of the MFO.

The interim Director-General shall have the authority to take the necessary steps to ensure that preparations for the deployment of the MFO in accordance with the Protocol are initiated in a timely fashion. Egypt and Israel shall each immediately make available to the interim Director-General \$ 20 million, upon which the interim Director-General may draw, as he needs, to make expenditures for these purposes. These contributions shall be reimbursed to the respective State before March 1, 1982, from the budget of the MFO for its financial year 1982.

The interim Director-General shall assume his functions immediately. The interim Director-General shall cease to function upon entry into force of the Protocol and appointment of a Director-General, or on October 1, 1981, whichever comes first. Upon cessation of the functions of the interim Director-General, any unexpended funds will be transferred to the Director-General, or in the event that a Director-General is not appointed by October 1, 1981, returned to the Parties.

(sd.) YITZHAK SHAMIR  
Yitzhak Shamir

*His Excellency  
Mr. Alexander Haig  
Secretary of State  
Department of State*

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De tekst van de onder meer in brief Nr. I genoemde Aide Mémoire luidt als volgt:

### **Aide Mémoire**

## **GUIDELINES FOR GOVERNMENT OF THE NETHERLANDS PLANNING FOR THE MULTINATIONAL FORCE AND OBSERVERS (MFO)**

### *Introduction*

The following are guidelines to government preparing to assign troops for service with the MFO. The actual composition of such contingents being prepared will depend on the military policy, equipment and other national characteristics of the country concerned. Adherence to these guidelines where possible would ease to a very great extent the administrative problems of the contingent in the initial stages of its service with the MFO and enhance its operational efficiency. It would also be useful if representatives from national military headquarters were to hold further discussions with the MFO before proceeding to their assignment in the Sinai.

### *Aim*

To provide the necessary guidelines to the Government of the Netherlands and enable it to organize its MFO contingent which will, to the maximum extent possible, be capable of supporting itself administratively and operationally.

### *Organization*

A. The basic *mission* of the contingent, its suggested organizational structure and required capital and support equipment will be as agreed between the Government of the Netherlands and the MFO.

B. *Role of unit commander.* The unit commander, as head of a national contingent, will have direct access to the MFO Force Commander. The commander's rank should be appropriate to the unit's size and function, but should not exceed Lt. Colonel since section chiefs and battalion commanders will be of that rank.

C. *Contribution to MFO Headquarters.* In order to ensure equitable representation of all contingents at all levels, a number of staff officers will be assigned by each troop contributor to the force headquarters. Accordingly, the Government of the Netherlands is requested to provide a number of officers to be agreed for this purpose. The officers nominated to fill these posts must be staff trained.

D. *Common language of MFO.* English will be the common working language of this multinational force. All officers should be able to speak, read and write English. It would be highly advantageous if all personnel who will routinely deal with persons of varying nationalities have some working knowledge of spoken English.

E. *Clothing.* Personnel should be fully equipped in accordance with their national scales of issue. Since the weather may vary from hot and dry to cold and wet, an appropriate range of items of clothing should be provided.

The MFO accepts responsibility for providing the following items of clothing for all ranks:

beret	- one
field cap	- one
metal hat badge	- one
cloth shoulder patch	- six
armlet, olive drab	- two
scarf, MFO color	- two

The MFO will send to the troop contributor a minimum amount of berets, scarves, metal hat badges and shoulder patches to ensure that each individual may be given an initial partial issue. The remainder of the issue items will be obtained on arrival. It is imperative that the Director General be informed soonest of the address to enable the initial issue to be air-freighted and arrive before the departure of the advance party.

### *General information*

A. *Communications.* The MFO will provide communications among MFO elements working throughout the area of operations. The MFO will also provide communication links through its own channels between national contingents and their home countries. Should it be decided by the government to have its own national radio link to its contingent, it may do so on the understanding it will meet all the related costs without reimbursement by the MFO.

B. *Basic Equipment.* The following stores/equipment will be provided by the MFO as necessary (this list is not all-inclusive):

- Generators
- Freezers and refrigeration
- Defense stores
- Tentage (as required)
- Personnel (sleeping accommodation)

- Messing
  - Administration
  - Workshops
  - Stores
  - Medical inspection
- Quartermaster stores (as required)
  - Sleeping bags, beds, etc.
  - Mosquito netting
  - Wardrobes
  - Tables
  - Desks
  - Chairs
  - Blankets, sheets
  - Disinfectants, cleaning material, fumigants
- Chemical toilets
- Office equipment (as required)
  - Desks
  - Tables
  - Filing cabinets
  - Typewriters
  - Calculators
  - Fans
  - Safes
- Special Equipment (as required)
  - Fire-fighting
  - Water purification
  - Observation (field, survey and night vision binoculars, and night observation devices)
  - Riot control equipment
  - Tradesmen's tools (saws, drills, etc.)
  - Compressor with auxiliary equipment

C. *Personal Identification.* While in transit to and from the mission area, contingent personnel should be in possession of identification in accordance with their national regulations. On arrival, personnel will be issued an MFO identification card which will be the identity document required within Egypt and Israel. To expedite issuance, it is recommended that each individual possess a minimum of six recent photographs approximately 3 cm by 3 cm.

D. *Passports.* Individual passports will be required for members of troop contingents if they wish to travel in the two countries outside the MFO's immediate area of operations. Members of the troop contingents may arrive or leave the Sinai under the "Collective Passport" referred to in the Protocol (Appendix, Para 7), but if a soldier wishes to take leave either in Egypt or Israel, or would like to be prepared for emergencies

requiring travel outside the area, he must have his own passport and visa from the appropriate country.

E. *Medical.* The contingent must be fully immunized against yellow fever. It is strongly recommended that immunization against tetanus, typhoid and polio be included. Gammaglobulin against hepatitis should be given every three months. Malaria prophylaxis and salt tablets are recommended while in the area. MFO will provide these pharmaceuticals while the unit is in the area.

Preliminary planning is for the MFO to provide a central medical facility and staff at the northern headquarters site. Medical support at the field-hospital level and above will be provided by the Governments of Israel and Egypt.

F. *Ground Transport.* The MFO will provide sufficient vehicles for unit needs.

G. *Personal Services.* Haircuts, laundry, ablution and sanitation services will be provided by the MFO.

H. *Water.* It is anticipated that water in base camps will be provided through a pipeline system. Adequate water tank trucks, water trailers, water purification equipment and waterpumps with hoses will also be provided as necessary. Jerry cans or similar containers will be provided as necessary for water distribution.

I. *Rations.* Rations will be supplied by the MFO in accordance with the "MFO Ration Scale" which may be modified to be compatible with the home scales of contingents and to cater to national food tastes and religious dietary customs. In this regard it is requested that the contributing government provide the Director General with a copy of the national ration scale as soon as possible.

J. *Transportation To and From the MFO Area.* Initial movement into the area will be by air or sea as required. The MFO will coordinate the transportation into the area and from the area to the home country on the completion of the tour of duty and will cover all costs attendant thereto.

1. *Airlift arranged by the MFO.* In the event that the initial deployment is by air and the transportation is provided by the MFO, the following details are required by MFO as soon as they become available:

- Place of embarkation and name of airport;
- Dates troops and equipment will be ready for airlift;
- Dimensions and weights of large pieces of equipment;
- Total weight of equipment and stores to be airlifted, and

– Type and amount of dangerous cargo such as ammunition, acid, batteries, kerosene, fuel and oil.

2. *Movement Control.* It is requested that the senior member on each flight have a completed manifest showing the number of passengers on board and the amount and type of cargo. This manifest will be given to the MFO movement control personnel on arrival. In addition, personnel familiar with movement control activities should be deployed on the first aircraft and be prepared to assist with subsequent arrivals of their contingent.

K. *Rotation.* Contingents are normally rotated after serving a period of at least six months with the force. These rotations are arranged by the MFO either by chartered commercial aircraft or by military airlift. It is the responsibility of the contingent's home government to inform the MFO at least six weeks prior to the rotation of the exact dates they propose for the rotation and the number of troops to be rotated each way. The rotation will involve only the personnel and their personal gear (including personal weapons) up to 45 kgs (unit equipment is not rotated.)

A reasonable amount of additional freight may be allowed by air up to the available capacity of the aircraft after accommodating the passengers with their personal baggage. Contractual arrangements with commercial airlines are made by the MFO. Experience has shown the paramount need for close liaison with the MFO on all transportation arrangements. Failure to provide the required information in time to carry out the arrangements could delay the acquisition of airlift and the diplomatic overflight clearances.

L. *Accommodation.* Accommodations shall be provided in accordance with the policy decided for the MFO. Generally, accommodation is arranged in accordance with the local conditions and availability of facilities. It may be concentrated into platoon, company or contingent camps according to the operational role of the contingent. If civilian accommodation must be rented, arrangements will be concluded by the Chief Administrative Officer of the MFO.

M. *Local Resources.* If a contingent requires contractual services, the contingent commanding officer should forward his request to MFO headquarters. Contracts for services, supplies, equipment and other requirements will be made only through the Chief Administrative Officer. Such matters include procurement of:

- Land and accommodation;
- Petrol, oil and lubricants;
- Fresh rations;
- Water supply;
- Rentals;

Public service facilities;  
Laundry and cleaning;  
Civilian labor;  
Garbage disposal;  
Hair cutting;  
Cobbler services;  
Tailoring;

N. *Letters of Assist.* Where a special need arises for essential items which are not available from normal sources of supply and the home government is the only logical source of supply, arrangements will be made by the Director General for the requisitions to be processed through MFO in the form of a Letter of Assist addressed to the government concerned. The Letter of Assist is a contracting method by which the MFO arranges for the provisioning of such special supplies or services from a national government based on the issuing of a numbered letter as authority.

To ensure effective control, it should be stressed that once a contingent enters the area of operation and becomes a part of the MFO, all equipment and supplies required thereafter (except for self-sufficiency) for the continued operational support of the contingent – and which would normally involve a charge to the MFO – should be requisitioned through the Director General's administrative channels. Since the Force Commander and the Chief Administrative Officer work in close cooperation with the Director-General, who in turn ensures liaison with governments, it is felt that the operational needs of the various contingents in the field would be served most efficiently by centralizing, as is usual with peacekeeping forces, all requisitions of military supplies in this manner.

O. *Pay and Allowances.* Governments providing troops are responsible for making payment of pay and allowances to all their unit personnel in accordance with their own national legislation. Normal salaries, benefits and allowances that would be paid to troops serving at home will be at the expense of the sending state; special pay and allowances required under existing national legislation for service abroad will be reimbursed to the sending state by the MFO. These separate categories are also set forth in the cost matrix at Annex II.

P. *Maintenance in the Sinai.* The MFO will provide for troops assigned to the Sinai all necessary food, lodging, and base support, and will absorb the costs of operations and maintenance. However, the troop-contributing government will pay the MFO an amount equivalent to the normal costs of maintaining the deployed personnel at home, with respect to base support, operations and maintenance, food and lodging. These categories are also set forth in the cost matrix at Annex II.

*Q. Reimbursement for Equipment and Supplies.* The troop-contributing state will provide, at its own expense, all capital and support equipment required for the performance of its assigned mission. The MFO will pay for the transport of this equipment to the Sinai, and its eventual return to the sending state. All consumable supplies brought in by the national contingent at MFO request will be inspected by the MFO upon arrival in the area of operations and reimbursement will be paid on the basis of demonstrated costs.

*R. Payments for Death, Injury, Disability or Illness.* Reimbursement for payments made by governments based upon national legislation and/or regulations for death, injury, disability or illness attributable to service with the MFO will be as follows. Where periodic payments are called for under national legislation or regulations, reimbursement will be made in a lump sum based on actuarial data. In respect of death and disability awards, a governmental claim is required to enable reimbursement of payments due or made by the government concerned to beneficiaries in accordance with national legislation and/or regulations. This claim should be appropriately certified by the government's auditor-general or an official of equivalent rank/position.

*S. Official travel of MFO personnel.* Members of the contingent who are required to make official duty trips to points where MFO food and lodging facilities cannot be provided will be paid at appropriate rates established by the MFO.

*T. Airline tickets* will be provided by the MFO in some circumstances for members and escorts if repatriation is authorized for medical, compassionate or other reason by the Force Commander.

*U. MFO Orders.* The Force Commander is empowered to issue orders consistent with the authority granted by the Director General of the MFO implementing the Protocol between the Arab Republic of Egypt and the State of Israel. Such orders may be revised from time to time and are binding upon all members of the force.

*V. Postal.* The MFO provides for members of the force the free dispatch to the home country of a limited amount of personal mail. Contingents may avail themselves of this service, if desired, once an agreement has been concluded between the home government and the MFO. Each troop contributor is required to designate a special postal address in the home country.

Handling of mail to and from participating countries is governed by local conditions in accordance with the available means of transportation and agreement with the participating governments and the postal facilities of the host government.

*W. Currency Exchanges.* Currency regulations vary from country to country. Regulations for currency exchange are established to ensure



that national currency regulations are respected in the area as well as in neighboring countries which the members may visit on leave or on duty. Regulations pertaining to the MFO will be obtained upon arrival in the MFO area.

X. *Recreational equipment.* The MFO encourages units to bring sports equipment, personal musical instruments, and other recreational supplies for the use of their own units, for both intramural and extramural competitions.

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Van het op 26 maart 1979 tussen Egypte en Israël gesloten Vredesverdrag, naar welk Verdrag onder meer in brief Nr. I hierboven wordt verwezen, is de tekst afgedrukt in *Department of State selected Documents* no. 11 April 1979.

Van het op 13 februari 1946 te Londen tot stand gekomen Verdrag nopens de voorrechten en immuniteiten van de Verenigde Naties, naar welk Verdrag onder meer in paragraaf 23 van het Aanhangsel bij het Protocol wordt verwezen, zijn tekst en vertaling geplaatst in *Stb.* I 224; zie ook, laatstelijk, *Trb.* 1979, 35.

Van het op 25 oktober 1973 te Malaga Torremolinos tot stand gekomen Internationaal Verdrag betreffende de Telecommunicatie, naar welk Verdrag in paragraaf 29 van het Aanhangsel bij het Protocol wordt verwezen, is de tekst geplaatst in *Trb.* 1974, 198; zie ook *Trb.* 1975, 45.

Uitgegeven de achttiende mei 1982.

*De Minister van Buitenlandse Zaken,*  
M. VAN DER STOEL

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