

### **Standard Operating Procedure**

# Member State-provided Military Mobile Training Teams

Approved by: Jean-Pierre Lacroix, USG DPO

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Contact: Integrated Training Service, Division of Policy,

**Evaluation and Training** 

Review date: To be reviewed no later than 1 September 2025

## STANDARD OPERATING PROCEDURE FOR MEMBER STATE-PROVIDED MILITARY MOBILE TRAINING TEAMS

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#### A. PURPOSE AND RATIONALE

- 1. This SOP outlines the process of planning and deploying a Member State-provided Military Mobile Training Team (MTT) to a peacekeeping operation and explains the division of responsibilities. It further outlines the legal status of the MTT in the mission and references relevant legal framework.
- 2. A Member State-provided Military MTT is a technical assistance team composed of training experts provided by one or more Member State(s) and deployed to a United Nations peacekeeping operation on an exceptional basis and in coordination with the United Nations Secretariat to address training requirements needed for the effective delivery of mandated tasks. While national military contingents and military personnel are expected to be fully and properly trained prior to their deployment, in accordance with United Nations pre-deployment requirements, an MTT may be deployed for a limited period of time, to conduct specific training activities for one or more troop-contributing countries (TCCs) and/or military personnel deployed in Mission, Force or Sector Headquarters. An MTT shall address training requirements only and shall not engage in any mandated tasks.

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<sup>&</sup>lt;sup>1</sup> General Assembly resolution 49/37 (1995).

- 3. Training conducted by a Member State-provided Military MTT shall be delivered in accordance with UN-issued policies and standards and pursuant to the agreed-upon Terms of Reference (TOR). The training should be planned, implemented and evaluated in accordance with UN standards, including the DPO Guidelines on the Design, Delivery and Evaluation of Training (Training Cycle: 2019/14).
- 4. Personnel provided by a Member State to perform services as members of an MTT shall be engaged as type II gratis personnel as provided for in the Administrative Instruction on Gratis Personnel (ST/AI/1999/6). While performing functions for the Organization as MTT members, the gratis personnel shall have the status of experts on mission in accordance with the provisions of ST/AI/1999/6. As such, they shall be subject to the provisions of the Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials and Experts on Mission (ST/SGB/2002/9).

#### B. SCOPE

5. This SOP provides the procedures for how to prepare, initiate, plan, deploy, report and evaluate a Member State-provided Military MTT to a UN peacekeeping operation in support of military personnel. The SOP outlines the division of responsibilities and the tasks that need to be coordinated. It also refers to the appropriate legal framework. The lead responsibility for implementing the content of this SOP is with the Integrated Training Service (ITS) of the Policy, Evaluation and Training Division (DPET), in close coordination with the relevant offices within the Office of Military Affairs (OMA), the Department of Operational Support (DOS), the receiving peacekeeping mission and its Force component as well as the Member State(s) providing the MTT and the TCC receiving the training.

#### C. PROCEDURES

6. The process for conducting a Member State-provided Military MTT is outlined below and illustrated in the process diagram in Annex 1. It follows five steps: Preparing; Initiating; Planning; Deploying; and Reporting and Evaluating.



#### Step 1: Preparing

#### Roster and vetting process

6.1. To meet potential immediate in-mission training needs of military personnel, the Light Coordination Mechanism (LCM) of ITS will act as the entry point and may establish a roster of suitable Member State personnel that are available to deploy as part of an MTT on short-term notice. To build and maintain the roster, the LCM should publish requests for MTTs in the quarterly Uniformed Capabilities Paper.

- 6.2. Member States willing to offer MTTs should approach the LCM for inclusion of their personnel in the roster of Member State experts. The LCM Member State roster allows any interested Member State two months to respond to a need for an MTT<sup>2</sup>- Annex 2 provides a template request for offer of Member State-provided Military MTT.
- 6.3. Once the LCM identifies a requirement for a MTT, Member States should nominate specific rostered individuals to participate in the MTT. Potential candidates must submit through their Permanent Mission a CV, proof of completion of the mandatory security training BSAFE and the training course "Prevention of Sexual Exploitation and Abuse by UN Personnel". Due consideration should be given to try to achieve gender parity in the rostering of MTT candidates and in the composition of the MTTs.
- 6.4. When Member State personnel is proposed, the LCM shall submit all candidate information to the Conduct and Discipline Service of the Administrative Law Division in the Department of Management Strategy, Policy and Compliance (DMSPC) for vetting related to any misconduct. The LCM shall inform the nominating Member States of the placement on the roster, or rejection, of their proposed candidates.
- 6.5. Every two years the LCM Member State-provided MTT Roster will be reconfirmed. The process will be initiated by the LCM. Member States will be asked to confirm their willingness to offer MTT experts. Any changes to Member State information contained in the Roster, such as additional training needs to be offered or modified or a request for removal from the list, must be made by a Note Verbale.

#### Step 2: Initiating

- 6.6. A request to deploy a Member State-provided MTT may be initiated by:
  - a. a peacekeeping operation;
  - b. UN Headquarters; or
  - c. a TCC.

6.7. A peacekeeping operation with specific and immediate training needs identified among its military personnel should communicate that need to ITS.

- 6.8. Similarly, a TCC with a particular training need among its deployed personnel in a particular mission should communicate that need to DPO (ITS or OMA). DPO will confirm that requirement with the mission before taking further action.
- 6.9. The initial request for an MTT may also come from UN Headquarters as a follow-up to a TCC performance evaluation process.
- 6.10. Following the request, ITS will, in close consultation with the receiving peacekeeping operation and its Force Headquarters, OMA and when applicable, other Headquarters departments, determine whether the proposed MTT falls within mission and peacekeeping priorities and whether it meets an urgent and clearly identified need. This process includes a review of existing training needs assessments, capability

<sup>2</sup> In accordance with section 3.1 of ST/Al/1999/6, the Secretariat "shall approach all Member States to inform them of the specific needs to be met by gratis personnel, and shall request Member States to identify within two months one or more individuals who could provide the required expertise."

assessments, the remaining mission time before redeployment/rotation of the respective unit, as well as the mission performance and evaluation framework.

- 6.11. If the Chief of ITS determines that ITS and other departments have insufficient resources available within the required timeframe and a Member State-provided MTT is instead available and/or more suitable to meet the identified need, he/she shall instruct the LCM to coordinate the Member State-provided MTT deployment with the mission, the Secretariat, the TCC(s) and prospective Member State providers. The LCM shall prepare and issue a Note Verbale highlighting the specific need(s) and timing of the MTT to the Permanent Missions of Member States with subject matter training experts in the LCM roster.
- 6.12. In close coordination with the TCC and the mission, the LCM shall identify, including through the Roster and outreach, one or more capacity-providing Member State(s) willing and able to provide a gratis contribution to support the delivery of the required training in accordance with UN issued policies and standards.

#### **Step 3: Planning**

6.13. On behalf of ITS, the LCM is responsible for the planning of the actual MTT deployment. The peacekeeping operation and the Member State(s) deploying the MTT, shall appoint focal points for coordination throughout the planning phase.

#### **Terms of Reference**

6.14. The Member State(s), through its/their assigned focal point(s), shall be asked to submit a TOR document to ITS in response to the identified requirement.

The TOR should follow the ITS-provided template (Annex 3) and include the following sections:

- a. Background
- b. MTT objective
- c. Scope, limitations and methodology
- d. Roles and responsibilities
- e. Duration and timeline
- f. Technical profiles and skills of the MTT personnel
- g. Reporting, follow-up and evaluation
- 6.15. Once agreed upon by the Member State(s), DPO and the TCC, the TOR must be approved by the Force Commander of the mission receiving the MTT, on behalf of the Mission.

#### **Memorandum of Agreement**

6.16. A Memorandum of Agreement (MOA) shall be drafted by the LCM, in line with the Administrative Instruction on Gratis Personnel.<sup>3</sup> A template MOA is provided in Annex 4. Requests for substantive revisions to the provisions included in the template MOA will be brought to the attention of the Office of Legal Affairs for review and legal advice.

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<sup>&</sup>lt;sup>3</sup> ST/AI/1999/6

- 6.17. The MOA sets out the terms and conditions for the provision by a Member State of gratis personnel to the United Nations. In particular, as provided for in Section 8 of ST/Al/1999/6, the Member State shall be responsible for all costs and expenses in connection with the services of the gratis personnel provided by it, including salaries, allowances, benefits, and travel costs, as well as ensure that gratis personnel are covered by adequate medical and life insurance, as well as adequate insurance coverage for illness, disability or death incurred in the service of the United Nations. Under certain circumstances and depending on capability and capacity, in-mission travel, accommodation, meals and office space may be provided by the peacekeeping operation.
- 6.18. The United Nations will include gratis personnel in security arrangements in the country in the same manner as other international personnel; as such, gratis personnel will fall within the UN Security Management System. Emergency medical care and medical and casualty evacuation may be provided by the United Nations, subject to existing capacity and capability and at the expense of the Member State(s) providing the gratis personnel. Provision of travel within the Mission area on United Nations-provided ground transport or aircraft, as well as provision of medical care to gratis personnel, shall be subject to gratis personnel signing the relevant general release from liability form(s), attached to the template MOA.
- 6.19. In the event a Member State-provided MTT includes gratis personnel from more than one Member State, a separate MOA shall be signed with each Member State providing gratis personnel. Each MOA shall be signed by the Member State representative on behalf of the Government and the Under-Secretary-General (USG), DPO on behalf of the UN. LCM shall coordinate finalization of the MOA with the Member State focal point.

#### Final DMSPC approval

6.20. The LCM shall coordinate with the Office of Human Resources in DMSPC for final approval by the Assistant Secretary-General of the Office of Human Resources of all MTT member selections, confirming the vetting process outlined in step 1.

#### Step 4: Deploying

- 6.21. ITS shall be responsible for coordinating the timeline of the deployment of the MTT with the Member State, the TCC, the Head of Mission and the Mission Force Headquarters. Once formal agreement has been reached, the LCM shall draft a code cable to the Mission with dates and a summary of the TOR.
- 6.22. Within the peacekeeping operation, Force Headquarters shall be responsible for coordinating the arrival of the MTT and requesting any administrative and logistical assistance agreed to in the MOA, from the Mission Support Section or its equivalent.
- 6.23. During the deployment, Force Headquarters shall be responsible for coordinating the training with the MTT, while the MTT leader shall be responsible for conducting the training in accordance with the TOR. Force Headquarters and the MTT leader shall also provide regular briefings to senior mission management to keep them informed and convey any specific observations or recommendations.

6.24. Throughout the deployment, all MTT members shall conduct themselves in accordance with the MOA and UN rules and regulations. They shall wear their national uniform, without UN insignia, and shall not be permitted to carry weapons. The MTT members will be issued UN identification cards but will not be eligible for a UN service medal.

#### **Step 5: Reporting and Evaluating**

- 6.25. Upon completion of the MTT deployment, the MTT leader shall prepare a final report of the MTT mission as specified in the TOR. The final report must be coordinated with the peacekeeping operation and submitted to the peacekeeping operation, the Chief of ITS, the TCC and the Member State focal point within two weeks of the completion of the MTT. A template final report is provided in Annex 5.
- 6.26. The MTT final report shall contain a self-evaluation from the providers and recipients of the MTT outcomes and activities completed. In-mission resources will be used to evaluate the short-term impact of the MTT. ITS shall also encourage the TCC to document the lessons learned from the training, using the LCM Digital Toolkit [Deployment Review Mobile App | United Nations Peacekeeping], in order to enhance the pre-deployment training of future personnel deployments.

#### D. ROLES AND RESPONSIBILITIES

- 7. In addition to the specific responsibilities related to the preparation, initiation, planning, deployment and reporting and evaluation of Member State-provided Military MTT outlined above, the specific roles and responsibilities in relation to a Member State-provided MTT shall be outlined in the TORs. The broad roles and responsibilities are as follows:
- 7.1. ITS shall be responsible for coordinating all communication with the Member State(s) providing personnel for the MTT, the peacekeeping operation and the TCC that will benefit from the training provided by the MTT. The Chief of ITS shall appoint a responsible officer in LCM who shall be responsible for implementing this SOP in close coordination with OMA and other departments and in collaboration with the peacekeeping operation to which a Member State-provided Military MTT will deploy.
- 7.2. The Member State(s) providing the Military MTT shall be responsible for selecting/nominating an MTT leader and its members with the appropriate profile and qualifications as per the TOR requirements. Due consideration should be given to ensuring gender parity in the composition of the MTTs. These details will be submitted to ITS. The MTT leader is responsible for undertaking all preparatory work necessary to ensure the success of the MTT mission, including getting appropriate information from the TCC and the receiving mission, as well as utilization of the proper UN standards, guidance, and training materials. The MTT leader is also responsible for the delivery of the effective training and the submission of the final report to the Mission, the Chief of ITS, the TCC and the Member State focal point.
- 7.3. The receiving Mission and the TCC(s) receiving the training shall be responsible for: (i) identifying and communicating their training needs in advance to the Secretariat; (ii) ensuring the availability and attendance of relevant TCC personnel; (iii) ensuring that MTT members are provided with appropriate conditions to facilitate the conduct of the trainings,

such as appropriate training space, facilities, equipment, and accommodation where needed (in accordance with the TOR); and (iv) otherwise facilitating the provision of the trainings and communicating clearly within the Mission, as well as with the Secretariat and with the MTT members regarding any relevant aspects and arrangements throughout the process, as may be required. In line with paragraphs 6.22 and 6.23 above, within the Mission, Force Headquarters shall coordinate the arrival of the MTT and administrative aspects as per the MOA and coordinate the training with the MTT as per the TOR.

#### E. TERMS AND DEFINITIONS

8. For the purpose of this SOP, the following definition will apply:

#### **Member State-provided Military Mobile Training Team (MTT):**

A technical assistance team composed of military training experts provided by one or more Member State(s) and deployed to a peacekeeping mission on an exceptional basis and in coordination with the Secretariat to address training requirements needed for the effective delivery of mandated tasks.

#### F. REFERENCES

#### Normative or superior references

- General Assembly resolution 49/37 (1995).
- General Assembly resolutions 51/243 (1997) and 52/234 (1998) on gratis personnel provided by Governments and other entities.
- Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission (ST/SGB/2002/9).
- Administrative Instruction on Gratis Personnel (ST/AI/1999/6).

#### Related procedures or guidelines

- DPO Guidelines on Conducting Peacekeeping Training Needs Assessments (2021.10)
- DPO Guidelines on the Design, Delivery and Evaluation of Training (Training Cycle) (2019.14).
- DPKO-DFS Policy on Training for all UN Peacekeeping Personnel (2010.20).

#### G. MONITORING AND COMPLIANCE

9. Compliance with this SOP is mandatory.

#### H. CONTACT

10. Integrated Training Service, Policy, Evaluation and Training Division, DPO. e-mail: peacekeeping-training@un.org

#### I. HISTORY

11. This is the first issuance of this SOP.

#### **APPROVAL SIGNATURE:**

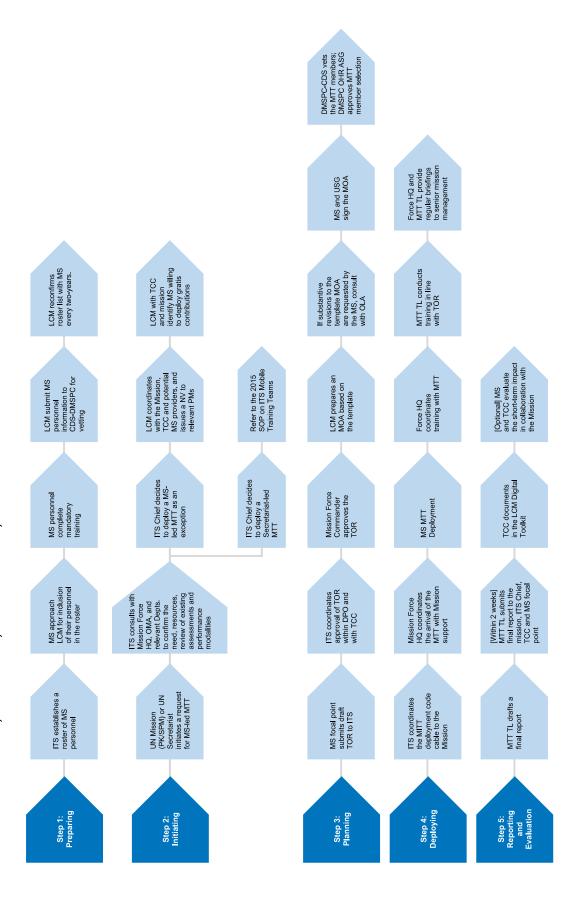
Jean-Pierre LACROIX

**Under-Secretary-General, DPO** 

#### **DATE OF APPROVAL:**

18 August 2022

ANNEX 1. PROCESS DIAGRAM: MEMBER STATE-PROVIDED MILITARY MOBILE TRAINING TEAM PREPARATION, INITIATION, PLANNING, DEPLOYMENT, AND REPORTING AND EVALUATION



### ANNEX 2. REQUEST FOR OFFER OF MEMBER STATE-PROVIDED MILITARY MTT – TEMPLATE



#### REQUEST FOR OFFER OF MEMBER STATE-PROVIDED MILITARY MTT

Peacekeeping mission	[Name of peacekeeping mission]
Recipient TCC(s)	[TCC(s)] [Number of troops to be trained] [Exact location in the Mission area]
Training timeframes	[Preferred period] [Estimated duration]
Training needs description	[Description/list of the specific trainings to be provided by the MTT]
Training team requirements	[Language requirement] [Team composition (incl. gender considerations) [Technical profiles and skills]
Other considerations and requirements	[Reconnaissance visit if needed] [x]
DPO contact person(s)	Mr. Herbert Loret, Programme Manager Light Coordination Mechanism (LCM) Department of Peace Operations (DPO) loreth@un.org

### ANNEX 3. TERMS OF REFERENCE FOR MEMBER STATE-PROVIDED MILITARY MTT - TEMPLATE



#### **TERMS OF REFERENCE**

### Military Mobile Training Team provided by the Government(s) of [x] to [name of PK Mission]

Member State	[Name of Government(s) providing the MTT]
Project location	[Name of peacekeeping mission]
Recipient TCC(s)	[TCC(s) to be trained] [Number of personnel to be trained]
Start and end dates	[Month, year] to [Month, year]
Overall objective of the MTT	
Training activities	[Technical specificities]
Team Composition	[Number and profiles of trainers]

	В					

[...]

#### 2. MTT objective

a. Overall objective

[...]

b. Outputs

[...]

c. Indicators

[...]

#### 3. Scope, limitations and methodology

[...]

#### 4. Duration and timeline

[...]

5.	Roles and responsibilities
	a. MTTs:
	[]
	b. Receiving Mission:
	[]
	c. TCCs / Contingents receiving training:
	[]
	d. ITS:
	[]
6.	Expected outcomes
	[]
7.	Technical profiles and skills of the MTT personnel
	[]
8.	Reporting, follow-up and evaluation
	a. Requirements and timeline for reporting and final evaluations
	[]
	b. List of suggested follow-up actions/ recommendations for all partners
	[]

### ANNEX 4. MEMORANDUM OF AGREEMENT BETWEEN THE UNITED NATIONS AND GOVERNMENT OF [X] - TEMPLATE

Memorandum of agreement between the United Nations and the Government of Click or tap here to enter text. for the contribution of personnel to a Member State- provided Military Mobile Training Team in support of [x] TCC in [pk mission]

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998.

Whereas under General Assembly resolution 51/243 the Secretary-General may accept type II gratis personnel after approval of a budget, to provide expertise not available within the Organization for very specialized functions, as identified by the Secretary-General, and for a limited and specified period of time.

Whereas the United Nations requires expertise, not available within the Organization, to perform the specialized functions of **Training experts**, and the **Government of** Click or tap here to enter country. (hereinafter "the Government") offered to make available to the United Nations the services of **[enter number of]** qualified personnel to deploy as a military mobile training team to **[enter name of peacekeeping Mission]** (hereinafter "the Mission) to support the **[enter name of TCC]** from **[date]** to **[date]**, as per the attached Terms of Reference in accordance with the terms of the present agreement.

Now therefore, the United Nations and the Government (hereinafter "the Parties") have agreed as follows:

#### Article 1

#### **Obligations of the Government**

- 1. The Government agrees to make available to the recipient for the duration and purposes of the present agreement the services of expert personnel listed in Appendix I hereto (hereinafter "Expert Personnel"). Changes and notifications to Appendix I may be made with the agreement of the Parties.
- 2. The Government undertakes to pay all expenses in connection with the services of the Expert Personnel, including salaries, travel costs to and from the location where the Expert Personnel are based, health and medical insurance, and allowances and other benefits to which they are entitled, except as hereinafter provided.
- 3. The Government undertakes to ensure that during the entire period of service under the present agreement, the Expert Personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability, or death. The Government shall reimburse the United Nations for the cost of any medical care and/or medical evacuation provided to the Expert Personnel.
- 4. The Government undertakes to provide the Expert Personnel with the necessary communications equipment and to cover all expenses related to its use.

#### Article 2

#### **Obligations of the United Nations**

- 1. The United Nations shall provide the Expert Personnel with office space, support arrangements and equipment, if applicable and available, and other resources necessary to carry out the tasks assigned to them at the recipient office.
- 2. The United Nations will facilitate official travel of the Expert Personnel within the mission, when and as applicable and as necessary in the discharge of their functions.
- 3. The United Nations will facilitate the provision of accommodation, catering and ablution, as and when applicable for the Expert Personnel in the discharge of their functions.
- 4. The United Nations will facilitate the process of obtaining entry visas for the Expert Personnel and will provide the Expert Personnel with United Nations mission-specific identification cards as necessary.
- 5. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the Expert Personnel arising out of or related to the provision of services under the present agreement, except where such illness, injury or death results directly from the gross negligence or willful misconduct of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article 1, paragraph 3, of the present agreement.
- 6. The United Nations will include the Expert Personnel in security arrangements in the country in the same manner as other internationally recruited personnel; as such, the Expert Personnel will fall within the UN Security Management System. Emergency medical care and medical and casualty evacuation may be provided by the United Nations, subject to existing capacity and capability and at the expense of the Member State(s) providing the Expert Personnel.
- 7. Provision of travel within the Mission area on United Nations-provided ground transport or aircraft, as well as provision of medical care to the Expert Personnel, shall be subject to the Expert Personnel signing the relevant general release from liability form(s), attached to the present agreement as Appendices [III], [IV], and [V].
- 8. The United Nations will provide reports to the Government on the performance of the Expert Personnel when requested.

#### Article 3

#### **Obligations of the Expert Personnel**

- 1. The Government agrees to the terms and obligations specified below and shall, as appropriate, ensure that the Expert Personnel performing services under the present agreement comply with those obligations:
  - a. The Expert Personnel shall perform their functions under the authority, and in full compliance with, the instructions of the Under-Secretary-General of the Department of Peace Operations, the Head of Mission, and any person acting on their behalf, in full compliance with the Terms of Reference, and in full coordination with the Mission Force Headquarters.
  - b. The Expert Personnel shall comply with the Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission (ST/SGB/2002/9);
  - c. In particular, the Expert Personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present agreement from any Government or from any authority external to the United Nations;

- d. The Expert Personnel shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations;
- e. The Expert Personnel shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 (Special measures for protection from sexual exploitation and sexual abuse) and shall not engage in any conduct that would constitute sexual exploitation or sexual abuse as defined in that bulletin;
- f. The Expert Personnel shall comply with all regulations, rules, instructions, procedures, or directives issued by the United Nations and the recipient entity;
- g. The Expert Personnel shall wear their national uniform, without UN insignia, and shall not be permitted to carry weapons:
- h. The Expert Personnel shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without the authorization of the Under-Secretary-General for Peace Operations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the written authorization of the Under-Secretary-General for Peace Operations, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon the expiration of the present agreement;
- i. Each member of the Expert Personnel shall sign an undertaking in the form attached to the present agreement in Appendix II.

#### Article 4

#### **Legal status of the Expert Personnel**

- 1. The Expert Personnel shall not be considered in any respect as being officials or staff members of the United Nations.
- 2. While performing functions for the United Nations, the Expert Personnel shall be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations.

#### Article 5

#### Accountability

- 1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month notice shall be given in such cases.
- 2. Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view of obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.
- 3. The Government will reimburse the United Nations for financial loss or for damage to the United Nations-owned equipment or property caused by the Expert Personnel if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or willful misconduct or violation or reckless disregard of applicable rules and policies by such Expert Personnel.
- 4. The United Nations will reimburse the Government for damage to Government-owned equipment or property used by the Expert Personnel in the performance of services with the

United Nations if such loss or damage was caused by the personnel of the United Nations and arose or resulted from gross negligence or willful misconduct or violation or reckless disregard of applicable rules and policies by the personnel of the United Nations.

#### Article 6

#### Third-party claims

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the Expert Personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or willful misconduct of the Expert Personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

#### Article 7

#### Consultation

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with the present agreement.

#### Article 8

#### Settlement of disputes

Any disputes, controversy or claim arising out of, or relating to, the present agreement shall be settled by negotiation or other mutually agreed mode of settlement.

#### Article 9

#### Title rights, copyrights, patents and other proprietary rights

The title rights, intellectual property rights, including copyrights, patents, trademarks and all other proprietary rights of whatever nature with respect to any products, processes, inventions, ideas, know-how or documents and other materials produced by the Expert Personnel during the assignment with the United Nations, shall be vested in the United Nations. Upon written request, the United Nations may grant the Government a royalty-free, non-exclusive and revocable license to use any such material which is not confidential as determined by the United Nations at its sole discretion, for the official and non-commercial purposes of the Government. For the avoidance of doubt, the foregoing license does not include the right to sublicense such materials.

#### Article 10

#### Entry into force, duration, and termination

The present agreement shall enter into force upon signature and shall remain in force until [insert date], unless terminated earlier by either Party upon one month's written notice to the other Party. The agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

#### Article 11

#### **Amendment**

The present agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

In witness whereof, the respective representatives of the United Nations and the Government of the Click or tap here to enter country, have signed the present agreement.

Done, this enter day of enter month in the year of enter year, in two originals in the English language.

For the United Nations	For the Government of enter country	
Enter recipient Office		
X	<u>X</u>	

#### ANNEX 5. MILITARY MTT MISSION FINAL REPORT - TEMPLATE

#### **FINAL REPORT**

### Deployment of a Military Mobile Training Team provided by the Government(s) of [x] to support the [x] contingent in [PK Mission]

#### [Date]

Member State	[Name of Government(s) providing the MTT]
Project location	[Name of peacekeeping mission]
Recipient TCC(s)	[TCC(s), number of personnel trained, location]
Start and end dates	[Day, Month, Year] to [Day, Month, Year]
Overall objective of the MTT	

#### 1. Background

[...]

#### 2. Expected objective(s)

[...]

#### 3. Delivery of the activities

- a. Deployment of the military MTT
- [...]
- b. Delivery of the training and methodology
- [...]
- c. Attendance
- [...]
- d. Other stakeholders

[...]

#### 4. Results

- a. Immediate outputs
- [...]

	b. Indicators []
5.	Challenges encountered  a. Logistics/administrative
	[]
	b. Stakeholders []
	c. Other []
6.	Lessons learned
	[]
7.	Recommendations and planned follow-up activities by the Government(s) of [x]
	a. Recommendations for the Mission []
	b. Recommendations for the TCC(s) []
	c. Recommendations for the UN Secretariat []
	d. Planned follow-up activities by the Government(s) []
8.	Annexes A. Training programme B. Participants list C. Assessment framework

D. Evaluation results

E. Photos and other relevant materials