

MEMORANDUM OF UNDERSTANDING

CONCERNING

OPERATION, FUNDING, ADMINISTRATION AND STATUS OF THE MULTINATIONAL UNITED NATIONS STAND-BY FORCES HIGH READINESS BRIGADE

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SECTION ONE **PURPOSE AND SCOPE**

1.1 In accordance with the Letter of Intent concerning co-operation on the Multinational United Nations Stand-by Forces High Readiness Brigade (SHIRBRIG), initially signed in Denmark on the 15th of December 1996, and the Memorandum of Understanding (MOU) concerning the Steering Committee for The Multinational United Nations Stand-by Forces high Readiness Brigade (SC/SHIRBRIG), initially signed by Denmark the 9th of March 1997,

the undersigned nations have decided to establish the SHIRBRIG, which is a pre-established (Non-standing), multinational brigade at high readiness, composed of contributions to the United Nations Stand-by Arrangements System to provide the United Nations with a brigade-size force on the basis of the provisions set out in this MOU.

1.2 The purpose of this MOU is to set out policies, procedures, arrangements and understandings between the Participants for their mutual co-operation in the establishment, training and employment of the SHIRBRIG. The terms of co-operation in the SHIRBRIG Planning Element (PLANELM) are set out in a separate MOU.

1.3 This MOU does not create any legally binding obligations upon the Participants.

1.4 The provisions of this MOU are supplemented by Annexes A – B, which are integral parts of this MOU.

SECTION TWO DEFINITIONS

- 2.1. **SC/SHIRBRIG** means the Steering Committee established in accordance with the Letter of Intent concerning co-operation on the Multinational United Nations Stand-by Forces High Readiness Brigade, initially signed in Denmark on the 15th of December 1996, and the MOU concerning the SC/SHIRBRIG, initially signed by Denmark on the 9th of March 1997.
- 2.2. **PLANELM** means the multinational Planning Element, which is the permanent part of the SHIRBRIG staff. The PLANELM is established to support SHIRBRIG by performing pre-deployment functions and then, on deployment, to become the nucleus of the deployed SHIRBRIG staff.
- 2.3. **Participants** means those nations which have signed this MOU.

SECTION THREE APPLICATION OF THE SHIRBRIG

- 3.1 The SHIRBRIG will be available at high readiness and will be reserved for missions where rapid response is important, and where other forces cannot meet the United Nations' requirements. The SHIRBRIG will only be employed on a case-by-case basis in a manner safe-guarding national sovereignty considerations in peacekeeping operations mandated by the Security Council under Chapter VI of the Charter of the United Nations, including humanitarian tasks. The SHIRBRIG, as an integral formation – i.e. consisting of elements from all types of arms, including manoeuvre units, medical, logistics and communications – will only be employed for deployments of up to 6 months duration, and it should not be considered for routine rotation of forces in connection with ongoing missions. As a general rule, force contributions for the SHIRBRIG will not be equipped for operations in extreme climates, e.g. arctic or alpine environments, severe desert, swamp and jungle areas.
- 3.2 The decision on which units will deploy will be taken by nations following consultations among the Participants.

- 3.3 The SHIRBRIG sub-units should be ready for deployment from point of embarkation within 21-30 days, with advance parties within 14 days, after the decision of the Participating Nations to make them available for deployment upon request by the United Nations.

SECTION FOUR ORGANISATION AND CONTRIBUTION

- 4.1 The SHIRBRIG will be composed of national contributions to the United Nations Stand-by Arrangements System.
- 4.2 The Participants' force contributions eligible for allocation to the SHIRBRIG will be registered by the SC/SHIRBRIG in a SHIRBRIG Brigade Pool, from which contributions would be drawn for the Brigade for a specific mission. In order to safeguard national decision-making the Participants should maintain redundancy in unit types available in the Brigade Pool. The SHIRBRIG Brigade Pool is an administrative tool, which enables the PLANELM to identify the type of contributions, which might be available for SHIRBRIG missions. If nations desire to do so nations should assign specific units to the SHIRBRIG Brigade Pool.
- 4.3 The indicative organisation of the SHIRBRIG is set out in Annex A.

SECTION FIVE LANGUAGE

- 5.1 The official language of the SHIRBRIG is English.

SECTION SIX CONCEPT AND TRAINING

- 6.1 The SHIRBRIG will in general operate as a multinational Brigade with a multinational staff and sub-units consisting of national and/or multinational personnel.
- 6.2 The training of eligible national troop contributions to the SHIRBRIG i.e. soldiers and units for peacekeeping operations, remains the responsibility of each Participant. The Brigade Commander has the authority to make recommendations for training to the SC/SHIRBRIG. The members of the SC/SHIRBRIG will address the issue with their respective national authorities in accordance with the MOU concerning the SC/SHIRBRIG.
- 6.3 In order to train the SHIRBRIG as a coherent tactical formation, various small scale multinational activities, e.g. command post exercises, computer assisted exercises, commanders conferences, staff conferences will be conducted as approved by SC/SHIRBRIG.
- 6.4 Prior to multinational exercises and training, the Participants will decide on the conditions, on which the exercise or training will be conducted, including financial

issues. The status of visiting personnel will be covered by a separate Status of Forces Agreement to be agreed upon by participating nations.

- 6.5 Logistics support for the Troop Contributing Nations in the force will ultimately be a national responsibility as governed by bilateral negotiations between the Troop Contributing Nation and the UN.
- 6.6 To obtain efficiency of support operations and to minimise the support tail of the SHIRBRIG, resources will be combined and shared as much as possible through bi- or multinational co-operation and through the provision of support by the UN, lead- or role specialist nations. To achieve this a logistical concept will be developed and approved by the SC/SHIRBRIG.
- 6.7 Medical support is a national responsibility regardless of the size of the national contribution. The SHIRBRIG will provide a role two medical facility and may make available suitable civilian hospitals. Patient evacuation from the mission area will be a national responsibility.
- 6.8 As a general rule nations should base their plans on a sixty day self-sufficiency requirement. Seven days of supplies should be held with the combat force in the forward area with 23 days of supplies held in the rear area with an additional 30 days of stocks held at the national level, but deployable within 14 days to the mission area.
- 6.9 After arriving to the mission area, reception of sub-units at the strategic nodes will be co-ordinated by the SHIRBRIG to ensure, air or rail Point of Departure can sustain the flow. Movement within the mission area will be controlled by the HQ SHIRBRIG.

SECTION SEVEN COMMAND AND CONTROL DURING DEPLOYMENT

- 7.1 The Participants intend to contribute units under the Operational Control of the Brigade Commander.
- 7.2 The details on command and control relations of the SHIRBRIG are set out in Annex B.

SECTION EIGHT FINANCIAL ARRANGEMENTS DURING DEPLOYMENTS

- 8.1 Detailed financial arrangements, accounting and auditing procedures will be arranged between the Participants and with the United Nations prior to deployment. Seeking reimbursement from the United Nations in accordance with applicable procedures is a national responsibility. Nations will include in their Contribution Agreement with the United Nations any national personnel and major equipment in the PLANELM that deploys as a part of the Brigade Staff.

SECTION NINE

LIABILITY TO PAY DAMAGES DURING DEPLOYMENT

9.1 Claims between the Participants and between the Participants and the United Nations will be settled in accordance with procedures established by the United Nations for the mission.

9.2 Claims between the Participants for compensation for death or injury of their personnel or loss or damage to their property, caused by one Participant to another Participant in the performance of duty and which are not covered by paragraph 10.1, will be settled in accordance with international law.

9.3 Third party claims will be dealt with and settled in accordance with the applicable rules of law, in particular with the respective Status of Forces Agreement concluded between the United Nations and the Host Nation.

SECTION TEN

JURISDICTION AND DISCIPLINARY MEASURES DURING DEPLOYMENT

10.1 Each Participant will exercise its authority in respect of its personnel concerning all penalties, disciplinary measures and other sanctions or measures in accordance with its national military criminal, disciplinary and procedural laws.

10.2 The Brigade Commander will be kept informed of both civil and military offences committed by any member of the SHIRBRIG and of the use of military penalties and disciplinary measures and issues in the mission area.

10.3 The responsibility for the negotiation of a Status of Forces Agreement which preserves the military penal and disciplinary jurisdiction within the territory of the Host nation with respect to the SHIRBRIG and the personnel of the Participants which comprise the SHIRBRIG will be between the United Nations and the appropriate national authorities of the mission area. In the absence of a signed Status of Forces Agreement, the foregoing will not prejudice the Participants from claiming any right, benefit, privilege or immunity applicable under international law to exempt its personnel from criminal and civil jurisdiction of the mission area nation or nations.

SECTION ELEVEN FINAL PROVISIONS

11.1 This MOU may be signed at any time by representatives of those nations which have signed the Letter of Intent on the co-operation on the SHIRBRIG, initially signed in Denmark on the 15th of December 1996, and the MOU on the SC/SHIRBRIG, initially signed by Denmark on the 9th of March 1997. This MOU will come into effect upon the date of signature of at least four Participants. The MOU will remain in effect as long as the SHIRBRIG is operational and until all mutual financial obligations are finally settled.

11.2 This MOU may be amended at any time by consensus of all the participants; such amendments will be in writing.

11.3 Any Participant may withdraw from this MOU by providing a written notice to the SC/SHIRBRIG and to the Headquarters Chief of Defence of Denmark 12 months in advance.

11.4 Any dispute regarding the interpretation or application of this MOU will be resolved between the Participants and may be referred to the SC/SHIRBRIG for final settlement.

MADE IN ONE ORIGINAL IN THE ENGLISH LANGUAGE. THIS ORIGINAL WILL BE HELD BY THE HEADQUARTERS CHIEF OF DEFENCE OF DENMARK, WHICH WILL TRANSMIT A CERTIFIED COPY TO ALL PARTICIPANTS.

..... **Dated**.....
Chief of Defence.....

ANNEX B

COMMAN AND CONTROL OF THE SHIRBRIG DURING DEPLOYMENT

1. All elements assigned to the Brigade will remain under *Full National Command*. The definitions applicable to this Annex are contained in the Appendix to this Annex.
2. The Participants will assign elements to the Brigade for operational deployments under the *Operational Control* (OPCON) of the Brigade Commander (COMSHIRBRIG).
3. For operational deployments, COMSHIRBRIG will assume OPCON upon *Transfer Of Authority* (TOA). TOA will be specified on a case-by-case basis by the Participants.
4. When deployed, the SHIRBRIG will be under the direction of the United Nations Secretary General or his Special Representative. The SHIRBRIG, as an integral formation, will be under the OPCON of the Force Commander upon its arrival in the mission area unless TOA is otherwise specified.
5. When the SHIRBRIG is deployed, each troop contributing Participant will designate a Senior National Officer with whom COMSHIRBRIG co-ordinates issues of national concern.
6. The Commanding Officer of a multinational sub unit assigned to the SHIRBRIG will

exercise command over the elements assigned to his unit according to provisions for the establishment of the unit.

7. Command and Control arrangements are summarised diagrammatically in Appendix 2 to this Annex.

Appendix – Command and Control Terminology.

Appendix to Annex B

COMMAND AND CONTROL TERMINOLOGY

1. **Command** – The authority vested in an individual of the armed forces for the direction, co-ordination and control of military forces.
 - a. **Full Command** – The military authority and responsibility of a superior officer to issue orders to subordinates. It covers every aspect of military operations and administration and exists only within national services. The term command, as used internationally, implies a lesser degree of authority than when used in a purely national sense. It follows that no alliance or coalition commander has full command over the forces assigned to him. This is because nations, in assigning forces to an alliance or coalition, assign only operational command or operational control.
 - b. **Operational Command (OPCOM)** – The authority granted to a commander to assign missions or tasks to subordinate commanders, to deploy units, to reassign forces and to retain or delegate operational and/or tactical control as may be deemed necessary. It does not of itself include responsibility for administration or logistics. OPCOM may also be used to denote the forces assigned to a commander.

Remarks: Since OPCOM does not include responsibility for administration and logistics, that responsibility would have to be clearly specified in a joint operation. A commander assigned OPCOM could also be assigned administrative control. While OPCOM allows the commander to assign separate employment to components of assigned units, it cannot be used to disrupt the basic organisation of a unit to the extent that it cannot readily be given a new task or be re-deployed.
 - c. **Tactical Command (TACOM)** – The authority delegated to a commander to assign tasks to forces under his command for the accomplishment of the mission assigned by higher authority.
2. **Control** – That authority exercised by a commander over part of the activities of subordinate organisations, or other organisations not normally under his command,

which encompasses the responsibility for implementing orders or directives. All or part of this authority may be transferred or be delegated.

- a. **Operational Control (OPCON)** – The authority delegated to a commander to direct forces assigned so that the commander may accomplish specific missions or tasks which are usually limited by function, time, or location; to deploy units concerned, and to retain or assign tactical control of those units. It does not include authority to assign separate employment of components of the units concerned. Neither does it, of itself, include administrative or logistic control.

Remarks: The commander given OPCON of a unit may not exceed the limits of its use as laid down in the directive without reference to the authority issuing the directive. OPCON does not include the authority to employ a unit, or any part of it, for tasks other than the assigned task, or to disrupt its basic organisation so that it cannot readily be given a new task or be re-deployed. Since OPCON does not include responsibility for administration and logistics, that responsibility would have to be clearly specified in a joint operation; therefore a commander assigned OPCON could also be assigned a level of administration control.

- b. **Tactical Control (TACON)** – The detailed and, usually, local direction and control of movements or manoeuvres necessary to accomplish missions or tasks assigned.