

No. 31361

**UNITED NATIONS
and
DENMARK**

Memorandum of Agreement concerning the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991. Signed at The Hague on 15 November 1994

Authentic text: English.

Registered ex officio on 15 November 1994.

**ORGANISATION DES NATIONS UNIES
et
DANEMARK**

Mémorandum d'accord relatif au Tribunal international chargé de poursuivre les personnes présumées responsables de violations graves du droit international humanitaire commises sur le territoire de l'ex-Yougoslavie depuis 1991. Signé à La Haye le 15 novembre 1994

Texte authentique : anglais.

Enregistré d'office le 15 novembre 1994.

MEMORANDUM OF AGREEMENT¹

Memorandum of agreement made on 15 November 1994 between the United Nations, represented by the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991 (hereinafter called the recipient office), and the Government of the Kingdom of Denmark (hereinafter called the donor)

Whereas the donor is willing to loan to the recipient office the services of two experts on a non-reimbursable basis, in connection with the duties of the recipient office and more in particular the tasks to be carried out by the Office of the Prosecutor of the recipient office;

Whereas the recipient office is willing to accept the services of such experts on a non-reimbursable loan basis;

Now, therefore, the parties hereby agree as follows:

1. The donor shall loan to the recipient office, on a non-reimbursable basis, two experts to perform the functions specified in the attached terms of reference for a period of one year, subject to extension with the concurrence of the United Nations, the donor and the experts. Accordingly, the donor undertakes to pay the following expenses in connection with the assignment of the experts: salaries, daily subsistence allowances or the equivalence, medical and life insurance coverage, travels from and return to Copenhagen, Denmark upon completion of their assignments.
2. The donor undertakes to ensure that during the entire period of service under this Agreement, the experts are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death, with extended war risk insurance coverage.
3. The donor shall be responsible for any claim brought by third parties for damages, injury or death as a result of any act or omission by the experts, during the performance of duties on behalf of the United Nations.
4. The recipient office shall not be responsible for any expenses in relation to the loan of the experts by the donor, except the provision of office and other facilities necessary for the performance of the services required, including the cost of any travel and other related expenditures incurred on official business for the United Nations.

¹ Came into force on 15 November 1994 by signature, in accordance with article 11.