

No. 33839

**UNITED NATIONS
and
ITALY**

Memorandum of Understanding regarding the use by the United Nations of premises on military installations in Italy for the support of peace-keeping, humanitarian and related operations (with exchange of letters). Signed at Rome on 23 November 1994

Authentic text: English.

Registered ex officio on 11 June 1997.

**ORGANISATION DES NATIONS UNIES
et
ITALIE**

Mémorandum d'accord concernant l'utilisation par l'Organisation des Nations Unies de locaux situés dans les installations militaires en Italie pour l'appui aux opérations de maintien de la paix, humanitaires et connexes (avec échange de lettres). Signé à Rome le 23 novembre 1994

Texte authentique : anglais.

Enregistré d'office le 11 juin 1997.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ITALY AND THE UNITED NATIONS REGARDING THE USE BY THE UNITED NATIONS OF PREMISES ON MILITARY INSTALLATIONS IN ITALY FOR THE SUPPORT OF PEACE-KEEPING, HUMANITARIAN AND RELATED OPERATIONS

ARTICLE I
DEFINITIONS

For the purposes of this Memorandum of Understanding the following definitions shall apply:

- (a) The expression "Government" means the Government of the Republic of Italy;
- (b) The expression "United Nations" means the international organization established under the Charter of the United Nations;
- (c) The expression "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946² to which the Republic of Italy became a party on 3 February 1958;
- (d) The expression "Secretary-General" means the Secretary-General of the United Nations;
- (e) The expression "appropriate Italian authorities" means such national or local authorities, including military ones, in the Republic of Italy as may be appropriate in the context and in accordance with the laws and customs applicable in the Republic of Italy;
- (f) The expression "Military Installation" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, located in the Republic of Italy within defined and clearly identifiable boundaries, coming under the jurisdiction of appropriate Italian authorities;

¹ Came into force on 11 June 1997 by notification, in accordance with article XXV.

² United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

(g) The expression "Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which the appropriate Italian authorities make available to the United Nations for its exclusive use;

(h) The expression "Non-Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which appropriate Italian authorities make available to the United Nations for its non-exclusive use incident to the United Nations' use of Exclusive Use Premises;

(i) The term "Premises" means Exclusive Use Premises and Non-Exclusive Use Premises;

(j) The expression "contributing State" means a Member State of the United Nations contributing property, funds and assets to the United Nations for its use in peace-keeping, humanitarian and related operations;

(k) The expression "members assigned to Premises" means, regardless of their nationality, the official of the United Nations assigned to head the activities of the United Nations on Exclusive Use Premises and Non-Exclusive Use Premises and other officials of the United Nations assigned to such Premises, including locally recruited staff who are not assigned to hourly rates;

(l) The expression "experts on mission" means persons, other than United Nations officials coming within the scope of Article VI of the Convention, performing missions for the United Nations;

(m) The expression "Parties" means the Government and the United Nations.

ARTICLE II

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

1. The purpose of this Memorandum of Understanding is to set forth the basic terms and conditions under which the Government shall place Exclusive Use Premises and Non-Exclusive

Use Premises at the disposal of the United Nations for its use in providing support to peace-keeping, humanitarian and related operations, and under which the United Nations shall use such Premises.

2. Any additional terms and conditions applicable to Exclusive Use Premises, as well as any additional terms and conditions applicable to the use by the United Nations of Non-Exclusive Use Premises, shall be set forth in Implementation Agreements (hereinafter "the Implementation Agreement") to be entered into by the Parties in accordance with Article IV hereof.

ARTICLE III

APPLICATION OF THE CONVENTION

The United Nations, its property, funds and assets, wherever located and by whomsoever held, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peace-keeping, humanitarian and related operations, as well as members assigned to Premises and experts on mission, shall enjoy the privileges, immunities, exemptions and facilities provided for in the Convention.

ARTICLE IV

IMPLEMENTATION AGREEMENT

When the appropriate Italian authorities make available Premises to the United Nations, without charge unless otherwise agreed in writing, the Parties shall conclude the Implementation Agreement. The Implementation Agreement shall provide that the provisions of this Memorandum of Understanding are applicable thereto and shall set forth therein a description of the Premises, including, if applicable, a site plan.

ARTICLE V

EXCLUSIVE USE PREMISES

1. Exclusive Use Premises shall be for the exclusive use of the United Nations and shall be clearly defined and physically delimited as such on the ground.

2. Exclusive Use Premises shall not be used in any manner incompatible with the purpose of this Memorandum of Understanding.

3. The United Nations shall be responsible for the normal maintenance and upkeep of Exclusive Use Premises. The appropriate Italian authorities shall be responsible for major repairs of a non-recurring nature related to damage resulting from force majeure or structural defects. The United Nations shall be responsible for the repair of damage directly attributable to its negligent use of Exclusive Use Premises. Whether the damage is due to the United Nations negligent use of Exclusive Use Premises shall be the subject of consultations between the Parties.

4. Upon the request of one of the Parties, the United Nations and the appropriate Italian authorities shall review the adequacy of Exclusive Use Premises. The Parties agree that any major modification, major remodelling or construction on Exclusive Use Premises shall be previously authorized in writing by the appropriate Italian authorities and shall be carried out in accordance with the procedures and terms to be set forth in the Implementation Agreement. The Parties further agree that minor modification and minor remodelling on Exclusive Use Premises shall also be carried out in accordance with the procedures and terms to be set forth in said Implementation Agreement.

5. The United Nations shall pay the expenses for any modification, remodelling or construction on Exclusive Use Premises.

6. Any modification, all remodelling and construction on Exclusive Use Premises shall be carried out in accordance with the pertinent Italian laws and regulations applicable to Military Installations.

ARTICLE VI RESPONSIBILITY AND INSURANCE

1. It is the understanding of the Parties that the Republic of Italy shall not, by reason of United Nations' activities under the present Memorandum of Understanding on its territory,