

No. 53085*

**United Nations
and
France**

Technical Agreement between the United Nations, represented by the Department of Peacekeeping Operations, and the Minister of Defense of the French Republic concerning operational support to the United Nations Operation in Côte d'Ivoire (UNOCI) by the French forces in Côte d'Ivoire within the framework of Security Council Resolution 2226 (2015). New York, 6 November 2015

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**Organisation des Nations Unies
et
France**

Accord technique entre l'Organisation des Nations Unies, représentée par le Département des opérations de maintien de la paix, et le Ministre de la défense de la République française, concernant l'appui opérationnel par les forces françaises en Côte d'Ivoire à l'Opération des Nations Unies en Côte d'Ivoire dans le cadre de la résolution 2226 (2015) du Conseil de sécurité. New York, 6 novembre 2015

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**Aucun numéro de volume n'a encore été attribué à ce dossier. Les textes disponibles qui sont reproduits ci-dessous sont les textes originaux de l'accord ou de l'action tels que soumis pour enregistrement. Par souci de clarté, leurs pages ont été numérotées. Les traductions qui accompagnent ces textes ne sont pas définitives et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT – TEXTE ANGLAIS]

**TECHNICAL AGREEMENT
BETWEEN
THE UNITED NATIONS,
REPRESENTED BY THE DEPARTMENT OF PEACEKEEPING OPERATIONS,
AND
THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC
CONCERNING
OPERATIONAL SUPPORT TO THE UNITED NATIONS
OPERATION IN COTE D'IVOIRE (UNOCI) BY THE FRENCH FORCES IN COTE
D'IVOIRE
WITHIN THE FRAMEWORK OF SECURITY COUNCIL RESOLUTION 2226 (2015)**

1. Preamble

The United Nations Security Council established the United Nations Operation in Côte d'Ivoire (UNOCI) in its resolution 1528 (2004) with the mandate set out in resolution 2226 (2015);

Acting under Chapter VII of the Charter of the United Nations, the Security Council authorized UNOCI to use all necessary means to carry out its mandate, within its capabilities and its areas of deployment;

The Security Council, in operative paragraph 28 of resolution 2226 (2015), also decided to extend until 30 June 2016, its authorization to the French forces in Côte d'Ivoire in order to support UNOCI, within the limits of their deployment and their capabilities, to UNOCI until 30 June 2016;

UNOCI and the French forces in Côte d'Ivoire shall respect the relevant rules and principles of international humanitarian, human rights and refugee law;

Further to resolution 2226 (2015), the United Nations, represented by the Department of Peacekeeping Operations, and the Minister of Defense of the French Republic, hereinafter referred to as the "Parties", hereby agree as follows.

2. Definitions

- "UNOCI" means the United Nations Operation in Côte d'Ivoire, established in accordance with Security Council resolution 1528 (2004) with the mandate set out in resolution 2226 (2015);

- "Force Commander" means the UNOCI Force Commander who functions under the overall authority of the Special Representative of the Secretary-General (Special Representative) for Côte d'Ivoire and Head of Mission of UNOCI as defined in Security Council resolution 2226 (2015), including with respect to requests for the support of the French forces under this technical agreement.

- “Members of UNOCI” means the Special Representative and any member of the military, police or civilian components;
- “Elements of UNOCI” means all components and members of UNOCI as well as UN personnel in the Côte d’Ivoire contributing to UNOCI’s mandate;
- “French forces in Côte d’Ivoire” means the French forces referred to in operative paragraph 28 of Security Council resolution 2226 (2015);

3. Purpose

The purpose of this technical agreement (TA) is to establish and define the necessary provisions between UNOCI and the French forces in Côte d’Ivoire regarding the operational support by the French forces to UNOCI in the framework of operative paragraph 28 of Security Council resolution 2226 (2015), and the cooperation between the parties.

4. Operational responsibilities and support

4.1 In the framework of operative paragraph 28 of Security Council resolution 2226 (2015), the Secretary General, as delegated to the Special Representative and the Force Commander, may request the French forces to provide operational support to UNOCI as described in paragraphs 4.2 through 4.4 below.

4.2 Before requesting French forces assistance, UNOCI shall first seek to utilize its own capacities and resources prior to seeking the support of the French forces.

4.3 In accordance with the provision of this TA and in the framework of operative paragraph 28 of Security Council resolution 2226 (2015), the French forces would provide support in the following circumstances:

4.3.1 Where there is clear indication of an imminent and serious threat to UNOCI elements, premises, or property;

4.3.2 Any other circumstance where it is mutually agreed that there is an imminent and serious threat to UNOCI elements;

4.3.3 Where it is mutually agreed that the operational support of the French forces is necessary to enable UNOCI to carry out its mandate;

4.4 The French forces shall provide the requested operational support subject to the limits of their deployment and their capabilities. This operational support shall include the following:

4.4.1 Provide direct or indirect, ground or air, support;

4.4.2 In case of emergency, provide tactical medical evacuation of elements of UNOCI and related medical interventions;

4.4.3 Provide emergency evacuation of isolated UNOCI elements endangered by a serious and imminent threat;

4.4.4 Sharing of intelligence and intelligence products.

5. Operational command and control

5.1 UNOCI, including any French contingents thereof, shall not place any of its elements under the command and control of the French forces; shall at all times remain under unified United Nations command and control; and shall operate under its own rules of engagement and directives on the use of force as issued by the Under-Secretary-General of the Department of Peacekeeping Operations.

5.2 The French forces shall not place any of its elements under the command and control of UNOCI, excluding those French contingents or FPU's pursuant to specific arrangements between UNOCI and France as a Troop or Police Contributing Country; shall at all times remain under the French command structure; and shall operate under their own rules of engagement as per national law.

6. Planning, coordination and liaison

6.1 UNOCI and the French forces shall coordinate and de-conflict their operations, including with respect to supporting operations of the armed forces of Côte d'Ivoire ("Forces Républicaines de Côte d'Ivoire").

6.2 UNOCI and the French forces shall maintain liaison arrangements to facilitate exchange of information, communication, and coordination between them.

7. Financial Provisions

The operational support provided by the French forces in paragraph 4.4 above shall be on a cost-reimbursable basis, on the basis of rates and financial implementation procedures to be determined by the Parties within a reasonable time frame from the date of the request for support, taking into consideration the nature of the support requested.

8. Claims

8.1 Each Party shall be liable for, and be responsible for dealing, and will hold the other Party harmless, in respect of all claims for injury or death suffered by its personnel and for damage to or loss or destruction of its property, or the property of its personnel, arising out of, or in connection with, the implementation of this TA, except where such injury, death, damage, loss or destruction is due to the negligence, reckless omission, reckless act or willful misconduct of the other Party, its personnel or agents.

8.2 Without prejudice to the international agreements concluded by either the United Nations or the Government of France, each Party shall be responsible for claims brought by third parties for death, personal injury or illness, or for loss or destruction of or damage to third-party property to the extent that such claims arise from or in connection with the acts or omissions of that Party, its personnel or agents.