

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
(Government)  
AND (UN Lead Agency)  
REGARDING THE ESTABLISHMENT OF A HUMANITARIAN DEPOT IN  
(Country) FOR THE SUPPORT OF .....**

The Government, herein referred to as “XXX” and the UN Agency , herein referred to as “UNYYY” and jointly referred to as the “Parties” signed a Host Country Agreement on xxxxxxxxxx which established and formalised the relationship between the Parties;

UNYYY is mandated by its governing body, the AAAAA, to act as Lead coordinating agency during the Emergency in order to save lives and satisfy the most essential humanitarian needs of the victims, including providing the associated logistics services;

UNYYY in the pursuit of the abovementioned mandate is enhancing its ability to respond to the emergency, in part by establishing reserve stocks of essential materials in that are arriving in the country for further distribution to the victims.;

The XXX recognises the important nature of UNYYY’s work and is willing to assist with regard to the efforts to alleviate human suffering in the crisis area.;

Recalling the Convention on Privileges and Immunities of the United Nations, adopted by the United Nations General Assembly on 13 February 1946 and the Convention on the Privileges and immunities of the Specialized Agencies and its Annex II, adopted by the United Nations General Assembly on 21 November 1947, herein referred to as the “Conventions”, which are both applicable to UNYYY

The Parties now agree to pursue the following aims with the intention of cooperation so as to achieve the goal to establish a UNYYY Humanitarian Relief Depot (HRD) within (Country).

1. The Parties agree to cooperate in the establishment of the UNYYY HRD, which will act as an emergency storage depot for relief commodities, to be used and managed by UNYYY to counter the affects of ongoing emergency.
2. The XXX confirms that in accordance with the Conventions and the terms of the Host Country Agreement, all the privileges and immunities conferred on the UNYYY Country Office shall apply equally to the operation of the UNYYY HRD. Further the XXX confirms that the same exemptions on the payment of taxation and import duties shall apply to materials stored within the UNYYY HRD.
3. The XXX shall provide all necessary assistance to ensure that the import and export of materials from the UNYYY HRD are effected in the most efficient and expedited manner, so as to ensure, that the UNYYY HRD is permitted to operate as designed and to deploy

materials as are required without delay. The XXX shall ensure that materials intended for the relief operation the UNYYY HRD are dealt with by the customs service with priority.

4. The Parties reconfirm the inviolability of the UNYYY Country Office, as defined in the Conventions and the Host Country Agreement and acknowledge that the same status will apply to the UNYYY HRC. UNYYY shall be responsible for the insurance of the UNYYY HRD and the contents stored within the premises.
5. The Parties acknowledge that the UNYYY HRD may be used by accredited implementing partners for the purpose of storing emergency equipment. The list of UNYYY accredited implementing partners will be compiled by UNYYY and made available to the XXX.
6. This Memorandum of Understanding shall enter into force upon its signature by duly authorised representatives of the Parties. It shall be amended by mutual agreement in the form of an exchange of letters. It will remain in force until such time as it is terminated by mutual agreement, or by one of the Parties giving the other 60 days written notice of termination.
7. Any dispute, controversy or claim arising out of this Memorandum of Understanding, shall unless it is settled amicably by direct negotiations be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute, controversy or claim

This Memorandum of Understanding is effective as of:

Representative of  
(Government)

Representative of UNYYY