

# **MEMORANDUM OF UNDERSTANDING**

## **on** **Establishing a Humanitarian Cargo Handling Facility** **at** **International Airport**

The Ministry of Civil Aviation of ....., with the support of the International Civil Aviation Organisation (ICAO), is bringing the services and operational standards of Kabul International Airport in conformity with international acceptable norms. In this context the United Nations would like to establish a Humanitarian Cargo Handling Facility, adjacent to the apron of the civilian airport. This Memorandum of Understanding (MOU) is made to establish the conditions under which the Ministry representing the Government of....., grants the United Nations the right to use the designated land area, part of the ..... International Airport complex.

In view of this common aim the undersigning parties:

The Ministry of Civil Aviation and Tourism, on behalf of the Transitional Administration of Afghanistan, represented by Mr/Mrs ....., Minister referred to as “The Ministry”

and

The United Nations Joint Logistics Centre (UNJLC), on behalf of the United Nations, represented by ....., hereinafter referred to as “The United Nations,

have agreed upon the following points:

1. This agreement refers to the existing agreements signed between the Government of ..... and the United Nations as well as to existing international agreements regarding the Immunities and Privileges of the United Nations, its Specialised Agencies and Representatives.
2. The Ministry of Civil Aviation will see to it that the area designated in appendix 2 of this Memorandum of Understanding for the construction of a Humanitarian Cargo Handling Facility – hereinafter referred to as “the Facility” –, will be made available to United Nations for this purpose.
3. The United Nations will use the Facility for the handling of the Humanitarian Cargo of its agencies, programmes and partners such as International Organisations (IOs) and Non-Governmental Organisations (NGOs).
4. The Facility will be operated and managed by the United Nations or its agents or representative should it wish to appoint one.
5. The use of the ground area, as well as its access roads, for the entire duration of the period the United Nations will make use of the Facility, will be free of any costs.
6. The use includes unhindered access on foot/by car of the user as well as of the persons, organisations and personnel specifically authorised by him or his representative.

7. The Ministry will also – in co-ordination with the management of the ..... International Airport – allow access to all airport facilities needed for the loading and unloading of aircraft by the staff of the Facility as well as their designated equipment such as vehicles and forklifts. The United Nations will ensure that this staff will be properly trained and that the status of the equipment used will be conforming to that required by the regulations of the airport.
8. The management of the ..... International Airport will be responsible for the security of the airport complex. The United Nations however has the right to assign its own security guards inside the Facility and to regulate the access to the Facility.
9. The United Nations will carry out construction work in order to permit the establishing of the Facility. Such works will include, but is not exclusive to other work, levelling of the area, pouring of a concrete area of approximately ..... square meters, construction of a perimeter fence and gates, construction of two access roads to the apron and one additional road towards the airport road. Additional works will also be have to be carried out to make the Facility operational including – but not excluding – establishing office facilities, covered warehouse space, lighting, toilets and the like.
10. The Ministry through the management of the ..... International Airport will assist the United Nations in obtaining access to electricity from the city mains as well as water. The cost of connection of these will be born by the United Nations.
11. All expenses for the construction of the Facility, as well as the access roads to the apron and outside road, will be born by the United Nations and in no way will any of these costs be charged towards the Ministry or any other entity of the ..... Government.
12. The Ministry nor any other entity of the ..... Government will charge the United Nations for any costs in relation to the construction or operation of the Facility, except in the event of services rendered and in that case only based upon a prior to the rendering of the services agreed compensation rate.
13. The Ministry will ensure that the special status of the United Nations with regard to exemption of taxes, levies and fees are applied in full in relation with the construction as well as the operation of the facility.
14. This agreement will be valid for as long as the United Nations makes use of the Facility for the purposes it was intended. The cessation of these activities will be communicated to the ..... Government, through a written notice to the Ministry.
15. Upon the cessation of the handling of Humanitarian Cargo by the United Nations, the Facility including all permanent structures established there – such as the concrete surface – will be handed over to the Ministry – or a designated organisation – for its further uses. The United Nations also has the right to include some of the non-permanent facilities, should it wish so. The details of the full hand over will have to be worked out during a meeting of both parties at this specific time.
16. None of the points in this Memorandum of Understanding, its annexes and amendments can be seen as a wavier of the Privileges and Immunities enjoyed by the United Nations and its Agencies as stipulated in the Charter of the United

Nations and the Convention of the Privileges and Immunities of the Specialised Agencies.

17. Each signatory party will receive two originals of this agreement, each consisting of an English and ..... version, which will be equally authentic. The English version will be decisive for the settlement of any disputes over the interpretation of this agreement.

Signed in .....on .....

For the Ministry of Civil Aviation		For the United Nations Joint Logistics Centre