



# EQUIPMENT-CONTRIBUTING COUNTRY (ECC) CONCEPT

Secretariat Issue Paper #2 – Mandated Study

Issue Paper Theme: **Major Equipment**

## BACKGROUND

The General Assembly, in its Resolution A/RES/74/279, endorsed recommendation 24 (b) of the 2020 Contingent Owned Equipment (COE) Working Group (WG) that asks the Secretariat to study, in consultation with interested Member States, the different options under chapter 2 of the COE Manual and present an issue paper developing the concept of an “Equipment Contributing Country” (ECC) to the 2023 Working Group to allow for discussion of the issue. Following this recommendation, the Secretariat established a combined Secretariat and interested Member States WG to undertake a comprehensive review of the ECC concept and its possible implementation, taking into consideration currently existing Memoranda of Understanding (MOU) and reimbursement framework policies.

Despite the complexity and difficulties inherent to all UN missions, there are many countries willing to participate and collaborate in the peace endeavor led by the UN. On many occasions this willingness is not enough as some of these countries do not have sufficient major equipment to comply with the requirements established in the Statement of Unit Requirements (SUR) for a specific mission. At the same time, there are other countries that will voluntarily support those ready to deploy military or police personnel, by contributing the required major equipment. Therefore, apart from the current Troop Contributing Country / Police Contributing Country (TCC/PCC) there could be another modality of support that can be called an Equipment Contributing Country (ECC). This status should facilitate the provision of major equipment by an ECC to a TCC/PCC (under a specific way of lease arrangement with the United Nations) and will increase the overall availability of major equipment provided to a TCC/PCC, thereby improving its operational effectiveness starting from the deployment stage. The current version of the COE Manual does not propose this option. To address this issue, the purpose of the project is to define a new concept, the “Equipment Contributing Country,” that will include the different responsibilities, rights and financial liabilities of the parties involved. The WG completed a comprehensive review of chapter 2 of the COE Manual and has made proposals and recommendations focusing on different modalities of lease contracts between the countries and the UN and on all aspects related to training, liability, transportation, MOU, reimbursement, loss and damage and possible deductions due to non-compliance with the MOU requirements. The recommendation is attached as Enclosure 1.

## PROPOSAL

The WG proposes defining an ECC as a Member State that provides major equipment to a TCC/PCC, contributing personnel to the peacekeeping operation, for its exclusive use in a UN mission.

The new concept will imply:

- Signing of separate MOUs between the UN and the ECC and between the UN and the TCC/PCC.



- Specific training that must be carried out by the ECC to ensure that TCC/PCC personnel are capable of using the equipment.
- Specific maintenance responsibilities for the ECC or the TCC/PCC depending on the MOU arrangements.

## PROPOSED MANUAL TEXT

It is proposed to add the following text to the COE Manual (**new text in bold**):

Chapter 2, Annex A, Definitions (p. 12/271)

**6. Equipment Contributing Country (ECC): A Member State that provides major equipment to a Troop/Police Contributing Country (T/PCC) that contributes personnel to the peacekeeping operation for its exclusive use in a UN mission.**

(Note: paragraphs following above in the COE Manual to be rearranged accordingly).

Chapter 2, Annex B, Examples of possible arrangements for the provision of major equipment and maintenance (p. 20/271):

Add a new Option 7:

### Logistics:

**39. An Equipment Contributing Country (ECC) provides major equipment to a T/PCC that contributes the personnel to a peacekeeping operation for its exclusive use in specific UN mission.**

**40. The equipment will be operated by the T/PCC and returned to the ECC by the end of the mission, in case of withdrawal of the T/PCC or the ECC, or if the T/PCC deploys its own COE. Should either party deploy or withdraw their COE, this should only occur if mutually agreed between the parties and in agreement with the UN, taking into consideration the operational and financial implications.**

### Finance:

**41. Both the ECC and the T/PCC will be reimbursed based on the Memoranda of Understanding between the UN and the ECC and the UN and T/PCC accordingly.**

**42. The reimbursement modalities will depend on the bilateral arrangement reached by the ECC and the T/PCC specifying whether the ECC or the T/PCC will be responsible for the maintenance of the provided major equipment.**

**43. Additional details for this option can be found in Appendix 1 to this Annex.**

(Note: Enclosure 1 to this paper has to be included as Appendix 1 (Responsibilities and procedures to follow when ECC provides COE major equipment to T/PCC) from point 12 to the end of the document.)

## FINANCIAL IMPLICATIONS

It is envisaged that the introduction of this concept will not affect the overall troop ceilings of field missions. There could be an increase in transportation costs when deploying all or part of major equipment from the ECC and part of major equipment plus the self-sustainment facilities from the TCC/PCC. The increase in these costs cannot be determined as it will depend on and differ for each case.



## PREVIOUS HISTORY

The 2020 COE WG recommended that an issue paper be submitted to the 2023 COE WG examining the different options under chapter 2 of the COE Manual.

### ENCLOSURES:

1. ENCLOSURE 1: Equipment Contributing Country study



## ENCLOSURE 1. EQUIPMENT CONTRIBUTING COUNTRY STUDY

### PURPOSE

1. The purpose of this document is to set out in detail the arrangement of the provision of major equipment <sup>(1)</sup> by one Member State to be used by another Member State exclusively in a specific UN mission, defining a new concept, the Equipment Contributing Country (ECC), wherein a separate MOU is signed between the UN and the ECC.

### SCOPE

2. Define the ECC concept establishing the different scenarios and various aspects of the COE framework associated to it.

### RATIONALE

3. An ECC concept is not clearly reflected in the COE Manual.
4. Currently there are Troop/Police Contributing Countries (T/PCC) that are not able to provide the required major equipment to fully carry out their mandate.
5. In these cases, another Member State provides major equipment to support a T/PCC to supplement its national items with the expectation of reimbursement under the current COE framework.
6. The provision of this equipment supports the T/PCC in carrying out the mandate.

### PRINCIPLES

7. The ECC and the T/PCC approach the UN together in connection with a specific deployment and the UN facilitates the process.
8. Additional considerations are:
  - 8.1. Financial impact, contract arrangement, maintenance, and reimbursement modality.
  - 8.2. Transportation costs to deliver the equipment to/from the Mission Area.
  - 8.3. Training requirements and costs.
  - 8.4. Liability.

### PROPOSED DEFINITION

9. An Equipment Contributing Country (ECC) is a Member State that provides major equipment to a Troop/Police Contributing Country (T/PCC) that contributes personnel to the peacekeeping operation for its exclusive use in a UN mission <sup>(2)</sup>.

---

<sup>(1)</sup> Major equipment: Items directly related to the unit mission as mutually determined by the UN and T/PCC. (COE Manual definition)

<sup>(2)</sup> The definition of an Equipment Contributing Country (ECC) must be introduced in the COE Manual, including the two possible scenarios described in this study.



10. The equipment will be operated by T/PCC and returned to the ECC by the end of the mission, in case of withdrawal of the T/PCC or ECC or if the T/PCC deploys its own COE.
11. Possible scenarios to study:
  - 11.1. ECC is responsible of the maintenance of the ECC provided equipment (**SCENARIO A**).
  - 11.2. T/PCC is responsible for the maintenance of the ECC provided equipment (**SCENARIO B**).

#### COMMON ASPECTS FOR BOTH SCENARIOS

12. Authorized equipment is to be prepared by the ECC to be fully operational and in a serviceable state prior to deployment.
13. UN procedures already in place to assess and verify the conditions of the equipment to be deployed/repatriated are applicable to the ECC provided equipment to verify that it meets the requirements. That could include Assessment and Advisory Visits (AAVs), Pre-Deployment Visits (PDVs), and arrival, operational and repatriation inspections.
14. Other than the individual Memoranda of Understanding (MOU) between the UN and the ECC and between the UN and the T/PCC, a bilateral agreement between the ECC and the T/PCC would be a mandatory requirement. The bilateral agreement will include aspects such as training, liability, maintenance, availability of spares, financial agreements, etc.
15. Training aspects to be considered:
  - 15.1. The training must include, but is not limited to, basic usage, the training of trainers, and maintenance concepts for the crews and personnel that are going to use the equipment, including before each rotation.
    - 15.1.1. If the T/PCC will be responsible for the maintenance, the training must include specific sessions and courses for the T/PCC maintenance personnel, including before each rotation.
  - 15.2. The ECC, in coordination with the T/PCC, will be responsible for ensuring that training is conducted before each troop rotation to make future peacekeepers able to manage the same kind of equipment they will use when deployed.
    - 15.2.1. The arrangements to provide and conduct the training are to be negotiated between the ECC and the T/PCC bilaterally.
16. Liability aspects to be considered:
  - 16.1. User T/PCC shall be responsible for reimbursing the ECC for any damage that may occur, whether as a result of willful misconduct, gross negligence or negligence by personnel of the user T/PCC. This aspect must be included in the bilateral agreement and negotiated and settled between the T/PCC and the ECC without UN involvement. In case of no-fault incidents there are no additional reimbursement arrangements under the MOU since the wet/dry lease rates include a no-fault incident factor to cover the loss of or damage to equipment in these specific cases. For all other types of loss and damage, regular COE policies and conditions apply.



16.2. The treatment of cases of death or disability to T/PCC personnel arising from accident or incident involving ECC provided major equipment will follow the existing procedures.

17. Memorandum of Understanding:

17.1. The major equipment provided under the MOU shall remain the property of the ECC Government

18. Transportation aspects to be considered:

18.1. The UN will cover the transportation costs for initial deployment and repatriation, in accordance with the existing framework.

18.2. Existing policies and standards of the COE transportation will apply.

18.3. Existing policies on rotations of unserviceable major equipment will apply.

19. Special Advisory Group (SAG) Deductions <sup>(3)</sup>. The main aspects of the policy that must be applied are:

19.1. No deduction will be applied until after two consecutive unsatisfactory quarterly COE verification reports, in order to provide contributing countries with sufficient opportunity to address shortfalls.

19.2. No deduction will be made for major equipment that is absent or non-functional for reasons deemed by the Secretariat to be beyond the control of the troop contributing countries.

### **SCENARIO A – ECC is responsible for the maintenance of ECC provided equipment.**

20. Type of Contract.

20.1. Wet lease with ECC.

21. Memorandum of Understanding (MOU).

21.1. ECC MOU

21.1.1. The UN shall reimburse the ECC Government for the major equipment provided against the MOU per the wet lease rates.

21.1.2. Reimbursement for major equipment will be regulated by applicable policies and provisions of the COE Manual.

21.1.3. Reimbursement for major equipment will be reduced for absent and unserviceable equipment in accordance with the policies of the COE framework.

21.1.4. Costs related to the rotation of equipment to meet national operational, or maintenance requirements will remain under the policies of the COE framework.

---

<sup>(3)</sup> The Group recommends that from 1 April 2013 to the extent that major equipment specified in relevant memorandums of understanding is absent or non-functional, thereby affecting the ability of a contingent to perform the responsibilities required of it, the rate of reimbursement to the troop or police contributing countries be reduced proportionally (Senior Advisory Group (SAG) recommendation in a General Assembly (GA) letter, dated 9 November 2012, to the Chair of Fifth Committee (A/C.5/67/10), adopted vide GA resolution A/RES/67/261 on 10 May 2013).



## 21.2. TCC/PCC MOU

21.2.1. The UN shall reimburse the TCC/PCC Government in respect of the personnel provided and its self-sustainment, and for the major equipment if provided by the TCC/PCC, in accordance with the policies of the COE framework.

## 22. Transportation.

22.1. The UN will be responsible for the cost of transportation on deployment and repatriation, from the ECC or the T/PCC, for the equipment authorized in the MOU, as well as for the additional 10 percent to allow for backup major equipment where applicable, in accordance with the existing COE framework.

22.2. Other than on initial deployment and repatriation, transportation for resupplying spare parts associated with the maintenance of major equipment under a wet lease arrangement is an ECC responsibility, as the monthly maintenance rate, within the wet lease rate, is increased by 2 percent to cover such costs. In addition, a distance-related incremental transportation factor is applied to the maintenance rates.

## 23. SAG deductions

23.1. Scenario A1: ECC provides maintenance through a third-party contract and no ECC troops are deployed as part of the MOU.

23.1.1. The SAG deductions shall be applied to TCC/PCC based on authorized unit troop strength, and then shared/distributed between ECC and TCC/PCC based on the bilateral agreement. The UN will not be involved in cases of dispute between the ECC and the T/PCC.

23.2. Scenario A2: A small team of ECC personnel is deployed as part of a TCC/PCC Unit, within the authorized troop strength, to provide the required maintenance.

23.2.1. Deductions shall be applied using the same methodology as in Scenario A1 but the total troop strength in this case must include the ECC team (ECC+T/PCC). It must be shared/distributed between the ECC, and the T/PCC as established in the bilateral agreement. The UN will not be involved in cases of dispute between the ECC and the T/PCC.

## **SCENARIO B –T/PCC is responsible for the maintenance of ECC provided equipment.**

## 24. Type of contracts.

24.1. Dry lease with ECC.

24.2. Maintenance-only lease with TCC/PCC.

## 25. MOU

25.1. ECC MOU



25.1.1. The UN shall reimburse the ECC Government for the major equipment provided against the MOU per the dry lease rates.

25.1.2. Reimbursement for major equipment will be reduced for absent and unserviceable equipment in accordance with the policies of the COE framework.

25.2. TCC/PCC MOU

25.2.1. Reimbursement for the maintenance rate of eligible ECC-provided items included in the T/PCC MOU will be regulated by the applicable policies and provisions of the COE Manual.

25.2.2. Reimbursement for the major equipment maintenance rate will be reduced for absent and unserviceable equipment in accordance with the policies of the COE framework.

25.3. Transportation

25.3.1. The TCC/PCC is responsible for transporting the resupply of spare parts and minor equipment related to and associated with major equipment maintenance. The monthly maintenance rates already include a generic 2 percent premium for such transportation. In addition, a distance-related increment is applied to the maintenance rates.

25.4. SAG deductions

25.4.1. On absent equipment

25.4.1.1. SAG deductions shall be applied to the T/PCC based on authorized unit troop strength, and then shared/distributed between the ECC and the T/PCC, based on the bilateral agreement. The UN will not be involved in case of a dispute between the ECC and the T/PCC.

25.4.2. On Unserviceable equipment:

25.4.2.1. The SAG deductions shall be applied to the T/PCC based on authorized unit troop strength. It should also be mentioned in the bilateral agreement. The UN will not be involved in a case of dispute between the ECC and the T/PCC.

26. Logistic Support

26.1. The ECC will facilitate TCC/PCC access to spare parts needed to allow smooth logistic support.

26.2. The correct mechanism should be established between the two parties and be reflected in their bilateral agreements.