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MEMORANDUM OF UNDERSTANDING BETWEEN THE REGIONAL ECONOMIC COMMUNITIES AND REGIONAL MECHANISMS, AND THE AFRICAN UNION ON THE DEPLOYMENT AND EMPLOYMENT OF THE AFRICAN STANDBY FORCE

9 September 2018
VERSION 1.9

PREAMBLE:

The African Union (AU), the Regional Economic Communities and the Regional Mechanisms (RECs/RMs),

Considering the provisions of the Protocol Relating to the Establishment of the Peace and Security Council of the African Union (2002), in particular Article 13(1), which provides for the establishment of an African Standby Force in order to enable the Peace and Security Council to perform its responsibilities with respect to the deployment of peace support missions and interventions pursuant to Article 4 (h) and (j) of the Constitutive Act (2000).

Further considering the provisions of the Memorandum of Understanding on Cooperation in the area of peace and security between the African Union (AU), the Regional Economic Communities and the Coordinating Mechanisms of the Regional Standby Brigades of the Eastern Africa and Northern Africa (2008).

Bearing in mind that no single internal factor has contributed more to socio-economic decline on the continent and the suffering of the civilian population than the scourge of conflicts within and between African States.

Cognizant of the fact that the development of strong democratic institutions and culture, the respect of human rights and the rule of law, the promotion of good governance and, more generally, of measures geared towards the structural prevention of conflicts, as well as the implementation of post-conflict reconstruction and development policies are essential for the promotion of collective security, durable peace and stability on the continent as per Agenda 2063.

Acknowledging the role and contribution of the AU and RECs/RMs for Conflict Prevention, Management and Resolution to the promotion and maintenance of peace, security and stability in Africa and the increasing cooperation and collaboration between them in the implementation of the continent's peace and security agenda as defined by the APSA.

Reaffirming the commitment of the AU and RECs/RMs to the promotion of peace, security and stability on the continent, in conformity with Article 3 of the Constitutive Act (2000), Chapter VIII of the Charter of the United Nations (1945) and other relevant international instruments.

Acknowledging full respect by the Parties of their obligations under the Constitutive Act of the AU and applicable international law, including international humanitarian, human rights and refugee law.

Cognizant of the fact that the promotion and maintenance of peace, security and stability on the Continent is dependent on the close partnership and enhanced coordination between the AU and the RECs/RMs.

Recognizing the need for closer collaboration between the AU and RECs/RMs for the operationalization of the APSA as per the Memorandum of Understanding on Cooperation in the area of Peace and Security between the AU, the RECs and the Coordinating Mechanisms of the Regional Standby Brigades of the Eastern Africa and Northern Africa (2008).

Adhering to the principles of subsidiarity, complementarity and comparative advantage, in order to optimise the partnership between the AU and the RECs/RMs in the promotion and maintenance of peace, security and stability in line with the AU Peace and Security Architecture (APSA).

Desirous of strengthening and deepening the relations between AU and RECs/RMs and enhancing their capacity to collectively address the scourge of conflicts and ensure the maintenance of peace, security and stability, through the enhancement, deployment and employment of the ASF, when required as per the Protocol Relating to the Establishment of the Peace and Security Council of the AU (2002).

Agreeing to cooperate with international Institutions in the conduct of the PSOs.

HEREBY AGREE ON THE FOLLOWING:

ARTICLE 1
Definitions and Acronyms

For the purpose of this Memorandum of Understanding:

"Assembly" means the Assembly of Heads of State and Government of the African Union.

"AU" means the African Union established by the Constitutive Act of 2000.

"AUC" means the African Union Commission.

"AU Mandated Mission" means a peace support operation mandated by the appropriate AU policy organ.

"ASF" means the African Standby Force established by the Protocol Relating to the Establishment of the Peace and Security Council.

"CASEVAC" (Casualty Evacuation) means casualty evacuation from the site of injury to the closest medical facility.

"Common Costs" refers to categories of support as spelt out in the List of Categories of Support referred to as Common Costs in African Union (AU) Peace Support Operations (PSOs) (2017)

"Constitutive Act (2000)" means the Constitutive Act of the AU.

"Coordinating Mechanisms" means the Coordinating Mechanisms of the Regional Standby Brigades of Eastern Africa and Northern Africa.

"DFC": Deputy Force Commander.

"DoUF": Directives on the Use of Force.

"DSRCC": Deputy Special Representative of the Chairperson of the Commission.

"FC": Force Commander

"HANDS)": Humanitarian Action and Natural Disaster Support

"MS": Member States

"HMS": Head of Mission Support

"HQs": Headquarters

""MEDEVAC" (Medical Evacuation) evacuation of casualty between two treatment facilities.

"Member" means a person participating in a PSO/a particular component of a PSO.

"Misconduct" is any act, omission or negligence, including criminal acts, that is a violation of: (i) the core AU principles and norms as elaborated upon in the AU Constitutive Act, AU protocols, AU policies, and AU directives as may be applicable in the Mission Area: (ii) mission specific directives, standard operating procedures (SOPs), Rules of Engagement (ROEs) or applicable rules, regulations or administrative issuances; (iii) SOFA/SOMA; (iv), relevant and applicable local laws that are not contrary to internationally accepted norms and standards and (v) international humanitarian law, international and regional human rights law and international refugee law as defined in the AU Policy on Conduct and Discipline for AU Peace Support Operations.

"Memorandum of Understanding" means this Memorandum of Understanding on the deployment of African Standby Force between the African Union, the Regional Economic Communities and the Regional Mechanisms.

"Multidimensional Mission" means a mission composed of military, police and civilian components.

"Parties" means the African Union (AU), the RECs and RMs making up the ASF namely: East Africa Standby Force Coordinating Mechanism (EASFCOM), Economic Community of West African States (ECOWAS); Economic Community of Central African States (ECCAS); North African Regional Capability (NARC) and the Southern African Development Community (SADC).

"PBFA": Programming, Budget, Finance and Accounting

"PCCs": Police Contributing Countries

"PSC or Council" means the Peace and Security Council of the AU;

"PDMP" means Political Decision Making Process

"Pledges" means personnel, equipment and services offered by the RECs/ RMs,

"PSC Protocol (2002)" means the Protocol Relating to the Establishment of the Peace and Security Council of the AU.

"RDC means Rapid Deployment Capability

"RECs" means Regional Economic Communities

"RMs" means Regional Mechanisms for Conflict Prevention, Management and Resolution.

"RoE " means Rules of Engagement

"Roster" means the six-monthly rotational scheduling (in the English alphabetical order) of Regional Economic Communities and Regional Mechanism (RECs/RMs) from 01 January 2017 for deployment of ASF operations as approved by the 9th STDCSS.

"SA" means Supplementary Agreement

"SEA" means Sexual Exploitation and Abuse

"Serious misconduct" as defined in the AU Policy on Conduct and Discipline for AU Peace Support Operations is used synonymously with gross misconduct. It constitutes any misconduct that results, or is likely to result, in serious damage or injury to, an individual or the mission and/or that may impact negatively on the image, credibility, and mandate of the mission.

"SIA" means Support Implementation Agreement

"SOFA" means Status of Forces Agreement

"SOMA" means Status of Mission Agreement

"SRCC" means Special Representative of the Chairperson of the Commission

"Substantive civilian functions" means the civilian personnel supporting the mission's mandate in strategic and thematic areas such as political affairs, human rights, conduct and discipline.

Support civilian functions means the civilian personnel having mission support tasks such as management, administrative, logistical support.

"TCC" means Troop Contributing Countries.

"Third Party" means non-party entity of the MOU.

"UN" means United Nations.

ARTICLE 2
Purpose/ Objectives

1. The objective of this is to provide a legal framework that clarifies the roles and responsibilities of the AU and RECs/RMs in the preparation, employment and post-employment of regional standby forces that will be mandated by the AU for peace support operations and natural disasters. The AU and the RECs/RMs shall enter into a separate mission specific agreement for each mission.

2. The roles and responsibilities amongst the AU and the RECs/RMs concerning PSOs authorized or approved by the appropriate AU organs shall be governed by separate legal instruments.

ARTICLE 3
Scope / Application

1. This is a binding legal instrument consisting of principles in accordance with Articles 13 and 16 of the PSC Protocol, rights and obligations to be applied in the relationship between the AU and the RECs/RMs, in matters relating to the deployment of ASF, subject to their respective competences.

2. The Memorandum of Understanding, including its annexures, constitutes the entire agreement between the Parties on pledged forces, resources and services.

ARTICLE 4
The Coordination/Implementation of the Memorandum of Understanding

1. The AU and the RECs/RMS shall each designate appropriate focal points for the implementation of the provision of support pursuant to this Memorandum of Understanding. For the AU the focal point shall be the Peace Support Operations Division (PSOD) in the Peace and Security Department of the AUC.

2. The designation of focal points by the RECs/RMs shall be communicated to the AUC in writing.

ARTICLE 5
Mandate

1. AU Peace Support Operations shall be conducted pursuant to a mandate given by the Assembly and/or the Peace and Security Council .

2. In mandating AU PSOs, the appropriate AU policy organs shall consult the relevant RECs/RMs providing the pledged capabilities and RECs/RMs /Region where they will be deployed.

3. The specific tasks that an ASF operation will be required to perform shall be set out in the mandate provided by the appropriate AU policy organ.

4. The AU shall deploy capabilities where needed as per the mandate provided by the Assembly or PSC.

5. The AU shall, when necessary, generate additional capabilities in consultation with the receiving Region.

ARTICLE 6
Functions

1. Pursuant to Article 13 (3) of the PSC Protocol, the ASF shall, *inter alia*, perform functions in the following areas:

   a. observation and monitoring missions;

   b. other types of peace support missions;

   c. intervention in a Member State in respect of grave circumstances or at the request of a Member State in order to restore peace and security, in accordance with Article 4(h) and (j) of the Constitutive Act;

   d. preventive deployment in order to prevent (i) a dispute or a conflict from escalating, (ii) an ongoing violent conflict from spreading to neighbouring areas or States, and (iii) the resurgence of violence after parties to a conflict have reached an agreement;

   e. peace-building, including post-conflict disarmament and demobilization;

f. humanitarian assistance to alleviate the suffering of civilian population in conflict areas and support efforts to address major natural disasters;

g. any other functions as may be mandated by Assembly or the Peace and Security Council.

ARTICLE 7
Provisions of support

The support provided by the AU for its mandated PSOs is spelt out in the List of Categories of Support referred to as Common Costs in AU Peace Support Operations (PSOs) (2017).

ARTICLE 8
Force Generation

1. Force generation shall be conducted as per the regional roster pursuant to the decision of the 9th STCDSS of 04 June 2016 or any subsequent policy decision

2. The ASF RECs/RMs shall provide the AU with a quarterly update on their pledged capabilities

3. The AU may generate capabilities outside the RECs/RMs on roster as per the Policy Framework on the Establishment of the African Standby Force and the Military Staff Committee (2003) as appropriate.

4. The generation of forces will be conducted through a coordinated and consultative process between the AU and the RECs/RMs.

5. ASF capabilities shall be generated through pledged capabilities for uniform personnel and the African Standby Capacity Roster and pledges for civilians.

6. The RECs/RMS agree that they shall provide priority of deployment to uniformed personnel that have been generated and trained via pledged capabilities.

7. The RECs/RMs agree that they shall provide priority of deployment to civilians rostered and trained through the African Standby Capacity Roster.

8. In the event that there are gaps in the civilian pledged capabilities spelt out in the African Standby Capability roster, the AUC will proceed with an expedited job-specific recruitment process. The AUC will proceed in line with the AU Standard Operating

Procedure on Recruitment and Personnel Selection of Civilian Staff for a Field Operation (2006).

9. The AU shall appoint personnel in Mission HQs, Sector HQs, Force HQs, Police HQs, and Police Sites.

10. All PSO personnel to be deployed shall not have pre-existing medical condition(s) and their deployment shall be in line with the provisions of the ASF Health Support Manual (2007).

11. It is the responsibility of RECs/RMs to ensure all PSO personnel to be deployed do not have a criminal record or a record of misconduct/violation of human rights and humanitarian law while in the service of AUPSOs.

ARTICLE 9
Verification and readiness assessment

1. The AU and the RECs/RMS shall facilitate and conduct periodic verification against the approved ASF Table of Organization and Equipment (ToOE) to assess the state of readiness of pledged capabilities and resources.

2. The AU and RECs/RMs shall facilitate and conduct Pre-Deployment Verification (PDV) in line with AU T/PCC Guidelines prior to deployment in the mission area.

3. The AU and the RECs/RMS shall, as may be required, conduct joint Technical Assessment Mission (TAM) on potential areas of deployment as part of the process to inform the mandate.

ARTICLE 10
Gender mainstreaming

1. The parties shall ensure that gender representation is effectively enhanced in conformity with AU Gender Policy.

2. The parties shall make necessary efforts to ensure that missions are gender balanced and have proportionate representation of both female and male personnel.

3. Parties shall also ensure that a gender perspective has been considered in the planning, launching, managing, and liquidation of missions or interventions.

ARTICLE 11
Composition

1. The ASF shall be composed of standby multidisciplinary contingents, with civilian, police and military components.

2. The RECs and RMs, shall advise the AU of the standby multidisciplinary contingents that have been established and held by their respective Member States for participation in peace support operations as per Article 8 above.

ARTICLE 12
Pledges

1. The RECs/RMs agree, based on pledges made by Members States, to make available capabilities to the AU for employment in PSOs, natural disasters, epidemics or any other functions as may be mandated by the Assembly of the African Union or the Peace Security Council of the African Union or any appropriate AU policy organ when so requested.

2. RECs/RMs agree that each REC/RM shall have a legal agreement(s) with its respective Member States in relation to the preparation, employment and post-employment of pledged capabilities of regional standby forces

3. In the event of contradiction or divergence between an agreement between RECs/RMs and their Member States, on the one hand, and this Memorandum of Understanding, on the other, the latter prevails as regards preparation, employment and post-employment of regional standby forces.

ARTICLE 13
Deployment timelines

1. The AU and the RECs/ RMs shall ensure deployment as per the following timelines:

    a. For an AU/Regional military advice to a political mission the deployment shall be within 90 days;
    b. For an AU/regional observer mission co-deployed with a UN Mission the deployment shall be within 30 days;
    c. For a Stand Alone AU/Regional observer mission the deployment shall be within 30 days;

d. For an AU/Regional peacekeeping force under Chapter VI of the UN Charter and preventive deployment missions and peace building the deployment shall be within 90 days;
e. For an AU intervention under scenario six (6) - RDC e.g. Genocide, crimes against humanity and war crimes the deployment shall be within 14 days;
f. For a HANDS emergency intervention the deployment shall be within 48 hours

ARTICLE 14
Appointments

1. Appointment of Senior Mission Leadership (SML) shall be done by the AU in consultation with the receiving REC/RM.

2. The composition of the SML will be determined by the mandate, scope and size of the mission but in a multidimensional mission, this would typically include a civilian Head of Mission designated as the Special Representative of the Chairperson of the Commission (SRCC), a Force Commander, a Police Commissioner and a Head of Mission Support.

3. The AU shall issue directives to the SML, namely, Strategic Directives, Force Commander's Directives, Police Commissioner's Directives and any other directives, as appropriate.

4. The Head of Mission shall, through appropriate channels, report to the Chairperson of the Commission as per Article 13 of the Protocol Relating to the Establishment of the Peace and Security Council of the AU.

5. The Force Commander shall report to the Head of Mission whereas Sector Commanders and Contingent Commanders shall report to the Force Commander.

6. The Police Commissioner shall report to the Head of Mission.

7. The substantive civilian component shall report to the Deputy Head of Mission who also serves as a Head of the Civilian Component.

8. The civilian support component shall report of the Head of Mission Support, who shall report to the Head of Mission.

ARTICLE 15
Strategic lift

1. Strategic lift of ASF capabilities shall be either via a regional assembly area/mounting base or direct from pledged capabilities home base (s) to mission area;

a. The RECs/RMs shall be responsible for movement of pledged capabilities from home base(s) to a regional assembly area/ mounting base;

b. The AU shall be responsible for providing strategic lift from the regional assembly area(s)/mounting base (s) to an identified Port of Dis-embarkation (POD) to the mission area;

c. In the absence of a regional mounting base, the AU shall be responsible for providing strategic lift of pledged capabilities from home base(s) to an identified Port of Dis-embarkation (POD) in the mission area;

ARTICLE 16
Rotation and Redeployment

1. The rotation, redeployment and repatriation of Personnel in AU PSOs shall be the responsibility of the AU as per the List of Categories of Support referred to as Common Costs in AU PSOs (2017).

2. Repatriations due to pre-existing medical condition shall be the responsibility of RECs/RMs.

3. Major categories of equipment shall be serviceable and remain in the Mission until liquidation of the Mission.

4. Repatriation of equipment after liquidation of AU PSOs shall be the responsibility of the AU as per the List of Categories of Support referred to as Common Costs in AU PSOs (2017).

5. Repatriation of equipment before end of the Mission shall be the responsibility of the RECs/RMs.

ARTICLE 17
Training

1. In line with the ASF Training Policy and Training Standards (2006), RECs/RMs to ensure that Member States abide by their responsibility to facilitate training and readiness of personnel (civilian, military and police), including Pre-Deployment Training (PDT) for peace support operations.

2. The types of training, including roles and responsibilities of respective components in PSO, including relevant aspects about the ASF, the AU and respective RECs/RMs.

3. The AU shall provide appropriate in-mission training to PSO personnel deployed by the RECs/RMs.

ARTICLE 18
Entry, Residence, Passage and Departure

The AU shall in collaboration with the receiving REC/RM be responsible for ensuring the following for deployed personnel:

1. Entry, stay and departure from the territory of the Host Country, including exemptions from visa regulations, immigration inspections and restrictions, as well as, payment of any fees or charges upon entering the territory of the Host Country.

2. Exemptions from any regulations governing the residence of aliens in the territory of the Host Country, including registration, but this exemption shall not be construed as granting any right to permanent residence or domicile in the territory of the Host Country.

3. Obtaining of aircraft landing rights for relating to the movement of RECs/RMs Contingents and other personnel.

4. Facilitate air, sea, overland passage and movement of personnel, equipment and supplies and also make available at no cost to the Government air/sea ports, road/ rail infrastructure of all AU Member States to facilitate such movement.

ARTICLE 19
Privileges and Immunities

1. The African Union shall be responsible in collaboration with the receiving REC/RM for consulting with the appropriate authorities in the Host Country and in any neighbouring

territories, as applicable, in respect of all matters pertaining to their activities and operations in those territories, including but not limited to, all matters relating to their respective privileges and immunities and any exemptions or facilities to which they are entitled.

2. Without prejudice to the generality of the foregoing, in the event that any governmental authority refuses to recognize any privileges or immunities, including exemption from any tax, duties, charges or other facilities to the African Union and/or their respective contractors may be entitled, AU shall consult to determine a mutually acceptable procedure. The Parties will also cooperate with each other in asserting their respective exemptions and in protesting the imposition of such charges.

3. Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the AU, including their respective subsidiary organs and personnel.

4. The AU PSO has the authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of the Host Country.

5. The AU PSO enjoys the right to unrestricted communication by radio (including satellite, mobile, and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the AU PSOs. However, the AU, RECs/RMs will not claim exemption from charges which are in fact charges for services rendered.

6. All vehicles, vessels and aircraft of the AU, PSOs shall not be subject to registration or licensing by the government provided that all such vehicles shall carry the third party insurance where and such insurance required by relevant host country legislation.

7. The AU shall exclusive right to negotiate and enter into legal agreements with the host country in matters concerning the following:

    i. Where AU personnel are co-located with personnel of the host country, an agreement that ensures a permanent, direct and immediate access by the AU to those premises shall be guaranteed. Giving consent to the entry of any other person not a member of the PSO to such premises.

ii. Maintenance and upkeep of facilities provided by the Host Nation for the purpose of AU operations.

iii. In the case of interruption or threatened interruption of service, the AU shall ensure that the host country shall provide within its capacity the same priority to the needs of the AU PSOs as to essential government services.

iv. The AU and the host country extend to each other full cooperation in matters related to PSOs.

v. AU shall ensure that all members of the AU PSO including locally recruited personnel be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by the AU and after the expiration of the SOFA/SOMA.

vi. If any civil proceeding is instituted against a member of the AU PSO before any court of the host country, the SRCC shall be notified immediately, and shall certify to the court whether or not the proceeding is related to the official duties of such member.

vii. If the Head of Mission certifies that the proceedings is related to an act performed in the discharge of official duties, such proceeding shall be discontinued.

viii. If the Head of Mission certifies that the proceedings is not related to an act performed in the discharge official duties, the proceeding may continue; and

8. Only the Chairperson of the AUC has the right and duty to waive immunity of mission personnel if, in his / her opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the AU.

ARTICLE 20

Licences

1. Members of AU PSOs shall be allowed to operate any AU vessels, vehicles or communication equipment and practice any professional or occupation in connection with AU operation without any taxes, fees or supplementary licensing or permits; and

2. The AU shall ensure that all personnel operating AU vessels, vehicles, communication equipment and occupation are licensed to do so.

ARTICLE 21
Carrying of Arms

1. PSOs personnel authorized to carry arms and ammunition shall do so in accordance with the appropriate AU regulatory framework, such us Rules of Engagement (ROEs) and Directives on the Use of Fire arms as well as other directives and guidelines on the use of such weapons.

2. The carriage and use of arms and ammunition by all authorized PSO personnel in host nations shall be subject, *mutatis mutandis*, to the provisions of the relevant SOMA, SOFA, ROE, Directives on the Use Force and/or HoM Guidelines on the Use of Arms as appropriate.

ARTICLE 22
Dress Code

1. Uniformed personnel while performing official duties mandated by the AU shall wear the national uniform of their respective States with standard AU accouterments (currently including a green beret, green scarf) as well as AU arm band which should be worn on the right arm.

2. The wearing of civilian dress by uniformed personnel whilst on duty may be authorized by the Forces Commander and the Police Commissioner respectively in consultation with the Head of Mission.

3. All PSO personnel shall be issued with AU identification badges.

ARTICLE 23
Medals

All personnel who have served in AU PSO and are eligible shall be issued with a medal.

ARTICLE 24
Coordination

A joint coordination mechanism including movement shall be established between the AU and the RECs/RMs for appropriate coordination of the pre-deployment, deployment and post-deployment phases.

ARTICLE 25
Financial Management

The Parties' financial obligations shall be considered in line with mission specific Memorandum of Understanding between the AU and RECs/RMs and the AU Financial Rules and Regulations.

ARTICLE 26
Conduct and Discipline

1. It is the joint responsibility of the AU and REC/RM to ensure that all personnel during their deployment in AU PSO uphold the highest standards of conduct, behaviour, integrity, and accountability in the implementation of their mandate.

2. The AU should ensure that REC/RM comply with AU policies and guidelines on conduct and discipline, as well as on the prevention and response to sexual exploitation and abuse for Peace Support Operations and other related policies/guidelines.

3. REC/RM have a responsibility to support, implement and develop systems that prevent misconduct, including violations of applicable human rights and IHL norms, in line with AU policies and guidelines.

4. The AU and REC/RM share the responsibility for handling cases of alleged misconduct, in accordance with the procedures set out in the applicable AU policy documents.

ARTICLE 27

Accountability

1. In cases of allegations of misconduct, including violations of conduct and discipline as well as sexual exploitation and abuse standards, against any personnel of an AU PSO, an appropriate procedure will be initiated, in accordance with the applicable AU policies and SOPs.

2. The AU shall conduct a Board of Inquiry or other type of investigation into cases of misconduct, in accordance with applicable AU policy documents.

3. The provisions of this Article do not prevent REC/RM from conducting their own investigations into cases that involve personnel from their own contingents.

4. When a BOI/investigation is conducted by REC/RM, the AU should be informed of the

outcome of the investigations and of the measures taken. Any legal action taken against a PSO personnel by its respective Member State should also be communicated to the AU through diplomatic channels.

5. Repatriations of personnel pledged by RECs/RMs on disciplinary grounds shall be the responsibility of the RECs/RMs.

ARTICLE 28
Claims by Third Parties and Recovery

1. The AU shall be responsible for dealing with all claims by Third Parties as per the appropriate AU policies.

2. The AU may seek recovery from the relevant REC/RM if the damage was caused as a result of gross negligence or wilful misconduct of a member of a contingent contributed by the REC/RM.

3. In the event of disagreement between the AU and the third party as to whether a particular conduct constitutes gross negligence or wilful misconduct, an appropriate body shall be instituted with a view to making the appropriate recommendation. The right of the AU to seek recovery from RECs/RMs shall not be a condition of or impediment to the AU's liability to pay compensation to third parties.

ARTICLE 29
Dispute Resolution

Any misunderstanding or difference(s) arising among the Parties from or regarding the interpretation or application of the provisions of the Memorandum of Understanding shall be resolved amicably through negotiation.

ARTICLE 30
Amendments

This Memorandum of Understanding shall only be amended with the written consent of the Parties through diplomatic channel.

ARTICLE 31
Supplementary arrangements

The Parties may conclude written supplementary agreements through diplomatic channels, which shall be appended to this Memorandum of Understanding.

ARTICLE 32
Entry into force

The Memorandum of Understanding shall enter into force upon signature by the duly designated representatives of the Parties.

SIGNATURE

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_____	_____
_____	_____