

Middle East Q

ACTION
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VN
KWS/NH



Note to Mr. Pascoe

UN Support For Quartet Special Representative

#27-09655

1. This is with reference to your note dated 2 August 2007, relating to the proposals made in connection with the UN Support mechanism for Mr. Blair in his capacity as Quartet Special Representative and seeking OLA's views on certain aspects of the proposals, in particular, the draft letter from the Secretary-General to the President of the Security Council attached to your note and the suggestion that the Secretary-General set up a UNDP Trust Fund to pay for the expenses incurred by the UN in providing support to Mr. Blair. You also attached to your note the minutes of the inter-departmental meeting of 1 August 2007 regarding the matter.

Draft letter to the President of the Security Council

2. In respect of the draft letter from the Secretary-General to the President of the Security Council, we consider it to be important that the Council expressly indicate its support for any assistance that the Secretary-General may provide to Mr. Blair and his office. As in the case of the previous Quartet Representative, Mr. Wolfensohn, an exchange of letters between the Secretary-General and the President of the Security Council would be the most appropriate vehicle to secure that support (see, S/2005/797 and S/2005/798). In this context, we have reviewed the draft letters prepared by DPA and Mr. Blair's staff and find them acceptable from a legal point of view. We would just recommend that a specific reference to the Council be made in the penultimate sentence of the last paragraph of the draft letter, as follows: "[...], I should be grateful if you could confirm the Council's support for the proposed arrangements."

UNDP Trust Fund

With respect to the suggestion that a UNDP Trust Fund be established, we note that as a UNDP Trust Fund, such a Fund would have to be established and administered in accordance with UNDP's Financial Regulations and Rules. In this respect, we note that, as also discussed at the inter-departmental meeting of 1 August 2007, the Trust Fund is intended to cover expenses to be incurred for the provision of, for example, security, recruitment and salaries of support staff, renting of premises, transportation, IT and computers, office equipment. As we understand it, assistance to Mr. Blair will be provided through UNSCO, UNTSO, DFS and DPA, the activities of which are governed by the Financial Regulations and Rules of the United Nations. Therefore, provided that UNDP agrees with the proposal and if the Trust Fund is set up as a UNDP Trust Fund, appropriate arrangements would have to be made to either fund activities of UNSCO, UNTSO, DFS and DPA from the UNDP Trust Fund or, as appropriate, for UNDP to carry out activities for UNSCO, UNTSO, DFS and DPA.

4. In addition, in the event that the trust fund will be established as a UNDP Trust Fund, you may wish to consider revising paragraph 6 of the draft letter to the President of the Security Council to read as follows:

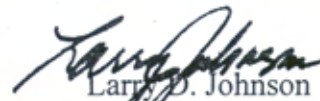
AUG 14 2007

✓
Who supports
UNDP TF?

(See NLE
O/A 2/08
which
clarifies)

“ ... I have proposed that the United Nations set up and administer, through the United Nations Development Programme, a dedicated trust fund to channel ...”

5. Finally, as this Office advised in connection with the support provided by the United Nations to the previous Special Envoy of the Quartet, Mr. Wolfensohn, it would be important to formalize any agreed arrangements with the office of Mr. Blair in a Memorandum of Understanding (MOU) (see attached note of 10 May 2005). Such an MOU would deal with the scope of the support to be provided by the United Nations, any issues of security that may arise, together with issues of any potential liability for personal injury, property loss or damage and with matters of cost reimbursement for any logistical or other support that may be requested, unless paid for directly under the above Trust Fund. Since the Quartet as such would not appear to possess legal personality and we are unaware of the legal status of Mr. Blair, it would be necessary for either one or all of the States involved to enter into the MOU with the Organization.


Larry D. Johnson
7 August 2007

cc: Mr. Dervis
Mr. Nambiar
Mr. Guéhenno
Ms. Bárcena
Mr. Veness
Ms. Holl Lute
Mr. Sach
Ms. Kane
Mr. Goryayev

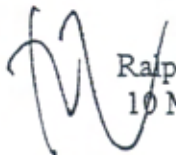
285.2
Note to Mr. Guéhenno

RZ/BCR/MVM/LM/ES/OLA
cc: Mr. Hutchinson

UN support to new Quartet Special Envoy

1. This refers to your 27 April note jointly addressed to Mr. Veness and Mr. Michel requesting advice on the request from the Quartet to accommodate in Government House (Jerusalem) the offices of Mr. Wolfensohn, the Quartet's Envoy for the disengagement of Israel from Gaza. I will leave any comment on the security aspects of such a proposed arrangement for Mr. Veness and will comment only on any legal issues that may arise.
2. From your note, we understand that the only details available at present are that the offices of Mr. Wolfensohn will comprise at least 3 non-UN staff members representing the US, Russia and the EU, in addition to the representative of the UN. There may also be additional staff including a security detail, presumably from the US State Department. We note from Mr. Prendergast's 25 April note to you that the offices of Mr. Wolfensohn may also require staff and logistical support from the Organization.
3. It would be important to formalize any agreed arrangement with the offices of Mr. Wolfensohn in a Memorandum of Understanding (MOU). Such an MOU could deal with any issues of security that may arise, together with issues of any potential liability for personal injury, property loss or damage and with matters of cost reimbursement for the logistical and other support that may be requested of UNTSO. Since the Quartet as such would not appear to possess any legal personality and we are unaware of the legal status of Mr. Wolfensohn, it would be necessary for either one or all of the States involved to enter into the MOU with the Organization. In this regard, we note that the United States is considering to act as coordinator for the financing of the proposed arrangement.
4. The collocating of a non-UN body within a UN compound would normally have certain implications for the Organization's relations with the host State, including for the privileges and immunities of the Organization. In particular, where the host government has made available to the UN, pursuant to its obligations under the Convention of the Privileges and Immunities of the United Nations 1946, certain facilities and such matters as telecommunications at best prevailing rates or duty free imports, it would be necessary to seek the agreement of that government to extend those facilities to any other non-UN body. Likewise, where it has made premises and attendant facilities and utilities available to the Organization. In the case of UNTSO, these issues are somewhat complicated as UNTSO does not have a Status of Mission Agreement with Israel governing its presence in Government House and the premises were not made available to UNTSO by the Government of Israel. We also understand that the Government of Israel has in the past questioned UNTSO's right to continued occupation of Government House. Consequently, in as much as it would be necessary to seek the consent of the Government of Israel to extend to the Quartet any facilities afforded to UNTSO under or pursuant to the 1946 Convention, this could open the question of the status of UNTSO in Government House.
5. Once further details of the proposed arrangement become available, we stand ready to assist with the preparation of an appropriate MOU.

cc: Mr. Michel
Mr. Veness
Mr. Prendergast
Mr. Malloch Brown
Mr. Sach


Ralph Zacklin
10 May 2005