

**STATUS PROTECTIONS AGREEMENT FOR THE MULTINATIONAL SECURITY
SUPPORT (MSS) MISSION IN HAITI**



21 JUNE, 2024

PREAMBLE

The Parties to this Agreement, to facilitate security support to the Government of Haiti and the Haitian National Police (HNP) in connection with the Multinational Security Support (MSS) mission in Haiti;

RECALLING United Nations Security Council Resolution 2699 (2023) which authorized member states to form and deploy a MSS mission with a lead country, in close cooperation and coordination with the Government of Haiti.

RECOGNISING the sovereignty, independence, territorial integrity and unity of the Republic of Haiti;

TAKING NOTE of the call made by the Government of Kenya on 21 September 2023 to urgently deliver an appropriate framework to facilitate the deployment of an MSS mission as part of a holistic response to Haiti's challenges; and

REAFFIRMING the commitment of the international community to address the security and humanitarian needs in Haiti;

Have agreed as follows:

ARTICLE 1: DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:

a) "Aircraft" means civilian and security aircraft in use by the MSS mission participating states and operated by MSS mission personnel or contractors in support of MSS mission activities.

b) "Contractors" means persons, other than MSS mission personnel, either juridical or natural persons and their employees and sub-contractors, engaged by a Participating State to perform services in support of MSS mission activities. Such contractors shall not be considered third party beneficiaries to this Agreement.

c) "MSS mission personnel" means all persons contributed from Participating States who are participating in the MSS mission in the territory of Haiti.

d) "Participating State" means a state Party to this Agreement contributing personnel, equipment, financial and/or logistic resources in support of the MSS mission.

e) "MSS Mission Commander" means the overall commander appointed by the lead nation to the MSS Mission. Any reference to the MSS Mission Commander in this Agreement shall include any MSS mission personnel to whom he or she delegates a specified function or authority.

f) "MSS mission" means the Participating States and MSS mission personnel constituting the Multinational Security Support mission in Haiti, authorized by United Nations Security Council resolution 2699 of 2nd October, 2023.

g) "the Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13th February 1946, to which Haiti is a Party.

h) "the Government" means the Government of the Republic of Haiti.

i) "vehicles" means civilian and security vehicles in use by MSS mission personnel or contractors in support of MSS mission activities.

j) "vessels" means civilian and security vessels in use by MSS mission personnel or contractors in support of MSS mission activities.

ARTICLE 2: APPLICATION OF THE PRESENT AGREEMENT

1. In accordance with UNSC Resolution 2699 (2023), the Government hereby grants the MSS mission and its personnel or contractors privileges, immunities, facilities, or concessions as those that apply in the Convention.
2. Participating states, their property, funds, and assets, and MSS mission and its personnel shall enjoy the privileges and immunities specified in the present Agreement.

ARTICLE 3: STATUS OF MULTINATIONAL SECURITY SUPPORT MISSION

1. MSS mission shall:

a) Act in a manner that is consistent with the mandate as set out in Security Council resolution 2699 (2023) of 2nd October, 2023, and refrain from any action or activity incompatible with the impartial and international nature of their duties or that is inconsistent with the spirit of the resolution.

b) Respect relevant rules and principles of international law as well as applicable local laws and regulations.

c) Take all appropriate measures to ensure the observance of these obligations.

2. Without prejudice to the mandate of the MSS mission:

a) MSS mission operations in Haiti shall be conducted in accordance with international law, including international human rights law, as applicable.

b) The Government undertakes to treat at all times MSS mission personnel with full respect for the principles and rules of the international conventions applicable during similar missions.

c) Participating States and the Government shall ensure accordingly that their respective personnel in providing support for the MSS mission are fully acquainted with the above-mentioned principles and rules.

3. The Government undertakes to respect and support the MSS mission.

ARTICLE 4: MSS MARKINGS AND IDENTIFICATION

1. The MSS mission may display flags on its headquarters, camps or other premises, vehicles, vessels, and otherwise as decided by the MSS Mission Commander. Other flags or pennants may be displayed only in exceptional cases. In such cases, the MSS mission shall give due consideration to observations or requests of the Government.
2. Vehicles, vessels, and aircraft used for MSS mission operations shall carry distinctive identification, which shall be notified to the Government.

ARTICLE 5: COMMUNICATIONS

1. The MSS mission shall enjoy the facilities in respect of communications equivalent to those provided in Article III of the Convention. Issues with respect to communications which, may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention, the International Telecommunication Convention, and applicable regulations in Haiti as promulgated and specifically notified by the Government to the extent that such regulations are not inconsistent with the provisions of either Convention.

2. Subject to the terms of this Agreement the MSS mission in collaboration with the Government, shall:

a) Have the right to establish, install, and operate MSS mission radio stations under its exclusive control to disseminate to the public in Haiti information relating to its mandate.

b) Have the right to disseminate to the public in Haiti information relating to its mandate through official printed materials and publications, which the MSS mission may produce itself or through private publishing companies in Haiti. The content of such materials and publications shall be under the exclusive editorial control of the MSS mission.

c) Have the right to install and operate radio sending and receiving stations, as well as satellite systems, in order to connect appropriate points within the territory of Haiti with each other and with personnel of Participating States in other countries, and to exchange telephone, voice, facsimile and other electronic data other entities as appropriate.

d) Have the right to process and transport private mail addressed to or emanating from MSS mission personnel including transfer of currency or the transport of packages and parcels.

e) Enjoy, within the territory of Haiti, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of the MSS mission including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations.

3. The MSS mission in enjoying the rights in paragraph above shall:

a) Make the broadcast signal of such stations shall be available to the state broadcaster upon request for further dissemination through the Haitian Broadcasting system.

b) Operate such MSS mission radio stations shall be operated in accordance with the Haiti Telecommunication laws, International Telecommunication Convention, and applicable regulations.

c) Respect Government regulations for the operation of radio sending and receiving stations, as well as satellite systems, as promulgated and specifically notified to the MSS mission by the Government, provided that such regulations are not inconsistent with this Agreement or

the International Telecommunication Convention and its Regulations and do not interfere with the MSS mission's operations and the inviolability of its communications.

d) Consistent with its mandate, seek to respect local cultures, norms and traditions.

e) Make connections with the local system of telephone, facsimile and other electronic data may be made only after consultation and in accordance with arrangements with the Government.

f) Refrain from using any frequencies allocated to other users within Haiti as specifically notified to the MSS mission by the Government or use frequencies other than those allocated to it by the Government.

g) Inform the Government the nature of processing and transport of private mail, transfer of currency, packages and parcels.

h) Provide to the Government from time to time updated lists of its communications equipment.

4. The Government shall ensure:

a) That communication of the MSS mission including radio stations, private mails, official printed materials and publications, radio sending and receiving stations as well as satellite systems and telecommunication services are not subjected to any form of censorship.

b) Within fifteen (15) working days, upon request by the MSS mission, allocate suitable frequencies for use in the establishment telecommunication services including: radio stations, radio sending and receiving stations, satellite systems, mobile and hand held radios, electronic mail, and facsimile.

c) MSS mission is exempted from any taxes and fees in the installation, operations and allocation of frequencies for use in radio stations, radio sending and receiving stations, satellite systems, mobile and hand held radios, electronic mail, and facsimile; production and publication and dissemination of official printed materials.

d) The MSS mission may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from MSS mission personnel. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the MSS mission or MSS mission personnel.

ARTICLE 6: TRAVEL AND TRANSPORT

1. MSS mission personnel, together with their property, equipment, provisions, supplies, materials and other goods, including spare parts, as well as vehicles, vessels and aircraft, including the vehicles, vessels and aircraft of contractors used exclusively in the performance of their services for the MSS mission, shall enjoy full and unrestricted freedom of movement without delay throughout Haiti where the MSS mission is operating in accordance with its mandate by the most direct route possible, without the need for travel permits or prior authorization or notification, except in the case of movements by air, which will comply with ICAO safety regulations and the customary procedural requirements for flight planning and operations within the airspace of Haiti as promulgated and specifically notified to the MSS mission by the Civil Aviation Authority of Haiti.
2. This freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within Haiti, be coordinated with the Government. The Government shall, where necessary, provide the MSS mission with maps and other information, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating MSS mission operation movements and ensuring the safety and security of MSS mission personnel.
3. Vehicles, vessels and aircraft shall not be subject to registration or licensing by the Government, it being understood that all vehicles shall carry comprehensive insurance. The MSS mission shall provide to the Haiti Government from time-to-time updated lists of MSS vehicles. Without prejudice to the foregoing, the Government further agrees to grant promptly, free of charge and without any restrictions, necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.
4. MSS mission personnel, together with vehicles, vessels and aircraft, including vehicles, vessels and aircraft of contractors used exclusively in the performance of their services for the MSS mission, may use roads, bridges, rivers, canals and other waters, port facilities, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees, airport taxes, parking fees, overflight fees, port fees or charges, including wharf-age and compulsory pilotage charges. However, MSS mission personnel and contractors will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rates.

ARTICLE 7: PRIVILEGES AND IMMUNITIES OF MSS MISSION

1. MSS mission shall enjoy the status, privileges and immunities equivalent to those provided for under the Convention. The privileges and immunities of the Convention shall apply to the property, funds and assets of Participating States used in Haiti in connection with the MSS mission. The Government recognizes in particular:

a) The right of MSS mission, as well as of contractors, to import, by the most convenient and direct route by sea, land or air, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of the MSS mission or for resale in the designated commissaries provided for below. For this purpose, the Government agrees expeditiously to establish, for the purpose of supporting the MSS mission, temporary customs clearance facilities for the MSS mission at locations in Haiti convenient for the MSS mission not previously designated as official ports of entry for Haiti.

b) The right to establish, maintain and operate commissaries at MSS mission headquarters, camps and posts for the benefit of MSS mission personnel, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified and notified in advance to the Government. The Mission Commander shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than MSS mission personnel and shall give due consideration to observations or requests of the Government concerning the operation of the commissaries.

c) The right of MSS mission, as well as of contractors, to clear customs and excise warehouse, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of the MSS mission or for resale in the commissaries provided for above.

d) The right of MSS mission, as well as of contractors, to re-export or otherwise dispose of such property and equipment, including spare parts and means of transport, as far as they are still usable, and all unconsumed provisions, supplies, materials, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Haiti or to an entity nominated by them. To the end that such importation, clearances, transfer or exportation may be affected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between the MSS mission and the Government at the earliest possible date, in particular that all such ported materials will be notified in advance to the Government for customs clearance.

2. The Government shall:

a) Provide without cost when possible and for as long as may be required such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational

and administrative activities of the MSS mission, including the establishment of the necessary facilities for maintaining communications in accordance with the terms of this Agreement.

b) Guarantee that the premises allocated to MSS mission is inviolable and under the exclusive control and authority of the MSS mission.

c) Guarantee a permanent, direct and immediate access to the premises where the MSS mission personnel are co-located with police personnel of Haiti.

d) Undertake to assist in obtaining and making available, where applicable, water, sewerage, electricity and other facilities for the MSS mission free of charge, or, where this is not possible, at the most favourable rate, and free of taxes, fees and duties.

e) Undertake to give as far as is within its powers the same priority to the needs of MSS mission personnel as to essential Government services in the event of interruption or threatened interruption of service.

3. In the exercise of the privileges under para 2 above the MSS shall;

a). Have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

b). Consent to the entry of any persons who are not MSS mission personnel to such premises.

c). Be responsible for the maintenance and upkeep of facilities so provided.

d). Facilitate payments for utilities or facilities that are not provided free of charge on terms to be agreed with the competent authority.

3. The Government shall;

a). Grant the MSS mission and/or its contractors, the necessary authorizations, permits and licenses required for the importation of equipment, provisions, supplies, fuel, materials and other goods, free of all restrictions, taxes and duties.

b). Grant all necessary authorizations, permits and licenses required for the purchase or export of such goods, including in respect of purchase or export by contractors, free of any restrictions and without the payment of monetary contributions, duties, fees and taxes.

c). Undertake to assist as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods and services from local sources required for subsistence and operations of the MSS mission.

d). Make appropriate administrative arrangements for the remission or return of any excise, tax or monetary contribution payable as part of the price of equipment, provisions, supplies, fuel, materials and other goods and services purchased locally by MSS mission or contractors for the official and exclusive use of the MSS mission.

e). Exempt MSS mission and contractors from general sales taxes in respect of all local purchases for official MSS mission use.

f). Provide contractors with facilities for their entry into and departure from Haiti, without delay or hindrance, and for their residence in Haiti, as well as for their repatriation in time of crisis.

g). Issue to contractors and as expeditiously as possible, free of charge and without any restrictions all necessary visas, licenses, permits and registrations.

h). Accord contractors other than Haiti Nationals resident in Haiti exemption from taxes and monetary contributions in Haiti on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to the MSS mission, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

i). Co-operate with MSS mission with respect to sanitary services and shall extend to each other their fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international law.

4. The Government shall exempt the MSS mission from financial control, regulations and restrictions:

a). Any funds or currency of any kind operated in accounts held by the MSS mission.

b). With respect to the transfer and conversion of currency held by MSS mission or from one Participating state to another.

5. The Government shall make available to MSS mission reimbursement in mutually acceptable currency including the pay of MSS mission personnel, at the prevailing commercial rate of exchange.

ARTICLE 8: PRIVILEGES AND IMMUNITIES OF THE MSS MISSION PERSONNEL

1. The Head of Mission, the MSS Mission Commander, MSS Coordination Office Director and the Deputy Mission Commander shall have status equivalent to the one specified in Sections 19 and 27 of the Convention, and shall be accorded the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law.

2. Other MSS mission personnel shall have the status equivalent to the provisions on privileges and immunities under Articles V and VII of the Convention. The Government shall:

a) Provide privileges and immunities otherwise specified in the present Agreement.

b) Exempt the MSS mission personnel from taxation on the pay and emoluments received for service to the MSS mission and any income received from outside Haiti.

c) Exempt the MSS mission personnel from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

d) Exempt locally recruited personnel who are nationals of Haiti from national service requirements for the duration of the individual's service with the MSS mission.

e) Grant the MSS mission personnel the right to import free of duty their personal effects in connection with their arrival in Haiti. They shall be subject to the laws and regulations of Haiti governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Haiti with the MSS mission.

f) Grant the MSS mission personnel special facilities for speedy processing of entry and exit formalities for all MSS mission personnel, upon prior written notification.

g) Allow on departure from Haiti, MSS mission personnel take with them such funds as the MSS mission certifies were received in pay and emoluments for service to the MSS mission and are a reasonable residue thereof.

3. The MSS mission shall cooperate with the Government and shall render all assistance within its power in ensuring the observance of the customs and fiscal laws and regulations of Haiti by the MSS mission personnel, in accordance with the present Agreement.

4. The MSS mission personnel shall, whenever so required by the MSS mission, have the right to enter into, reside in and depart from Haiti.

5. For the purpose of such entry, residence or departure, MSS mission personnel shall only be required to have a national passport, or similar acceptable document issued by a competent authority of a Participating State.

6. The Government shall facilitate the entry into, residence and departure from Haiti:

a). Without delay or hindrance, of the MSS mission personnel and shall be kept informed of such movement.

b). Exempt from passport and visa regulations and immigration inspection and restrictions, as well as from payment of any fees or charges on entering into or departing from Haiti.

c). Exempt from any regulations governing the residence of aliens in Haiti, including alien registration, but shall not be considered as acquiring any right to permanent residence or domicile in Haiti.

d). Issue either at a Haiti Embassy abroad or upon arrival in Haiti and shall be issued in a document recognized for international travel, such as a national passport, or similar acceptable document issued by a competent authority.

e). Issue visas without delay and free of charge, multiple entry visas to MSS mission personnel, and contractors.

7. The Government shall recognize the identity cards showing the bearer's name and photograph issued by the MSS mission to MSS mission personnel, locally recruited personnel and contractors before or as soon as possible after such individual's first entry into Haiti. Such identity card shall be the only document required of MSS mission personnel.

8. MSS mission personnel as well as locally recruited personnel and contractors shall be required to present, but not to surrender, their MSS identity cards upon demand of an appropriate official of the Government.

9. The Government shall recognize that MSS mission personnel, while performing their official duties, shall:

a). Wear their respective Participating States uniforms with MSS accoutrements.

b). Wear civilian dress on authority by the MSS Mission Commander at other times.

10. MSS personnel shall possess and carry arms in accordance with their orders issued by the MSS Mission Commander. The MSS Mission Commander may authorize MSS mission personnel to carry or use firearms or ammunition in connection with the functioning of the MSS mission in accordance with MSS mission directives or procedures. The MSS mission shall at time of entry into Haiti provide to the Government lists of its firearms and ammunitions.

11. The Government shall accept as valid, without tax or fee, a permit issued by the MSS Mission Commander for the operation by any MSS mission personnel and any MSS mission vehicles and for the practice of any profession or occupation in connection with the functioning of the MSS mission, provided that no permit to drive a vehicle shall be issued to any person who is not already in possession of an appropriate and valid permit.

12. The Government agrees to accept as valid, and where necessary promptly to validate, free of charge and without any restrictions to MSS Mission personnel permits and licenses already issued by appropriate authorities in Participating States in respect of aircraft and vessels, including those operated by contractors exclusively for the MSS mission.

13. The MSS mission personnel shall, consistent with this Agreement, take all appropriate measures to ensure the maintenance of discipline and good order.

14. The Government agrees that the MSS Mission Commander shall have the power of arrest over MSS mission personnel who commits a serious disciplinary offence as provided for in the conduct and discipline policies and directives and shall seek for transfer of such personnel to the respective Participating State authorities for appropriate disciplinary action.

15. The Government and Parties to this Agreement agree that the MSS Mission Commander shall have the authority to conduct necessary investigations into allegations of serious misconduct of MSS mission personnel and take appropriate actions. Policies and procedures, including appropriate actions that may be taken, may be detailed in conduct and discipline policies or other implementing directives.

16. Subject to the provisions of this Agreement, officials of the Government may take into custody MSS mission personnel:

a). At the request of the MSS Mission Commander; or

b). When such an MSS mission personnel is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of the MSS mission.

17. When MSS mission personnel is taken into custody under the terms of this Agreement, the MSS mission or the Government, as the case may be, may make a preliminary interrogation, but shall not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

18. MSS mission personnel shall in accordance with Section 21 of the Convention cooperate at all times with the appropriate authorities of the Government in order to facilitate the proper administration of justice. The MSS mission and the Government shall also assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return on the terms specified by the authority delivering them. Each party shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of this Agreement.

19. The Government shall ensure the Safety and Security of MSS mission personnel, their equipment and premises. In particular:

a). The Government shall take all appropriate measures to ensure the safety, security and freedom of movement of MSS mission personnel, their property and assets. It shall take all appropriate steps to protect MSS mission personnel and their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all MSS mission premises are inviolable.

b). If MSS mission personnel are captured, detained or taken hostage in the course of the performance of their duties and their identification has been established, the Government shall ensure that they are promptly released and returned to their respective countries or other appropriate authorities. Pending their release such personnel shall not be subjected to interrogation and shall be treated in accordance with universally recognized standards of human rights and in accordance with international law.

c). The Government shall recognize the following acts as crimes under its national law and make them punishable by appropriate penalties, taking into account their grave nature:

i. A murder, kidnapping or other attack upon the person or liberty of any MSS mission personnel;

ii. A violent attack upon MSS mission premises or the private accommodation or the means of transportation of any MSS mission personnel likely to endanger his or her person or liberty;

iii. A threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;

iv. An attempt to commit any such attack; and

v. An act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.

20. All MSS mission personnel, including locally recruited personnel, shall 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 assigned or employed by or for the MSS mission and after the expiration of the other provisions of the present Agreement.

21. Should the Government consider that any MSS mission personnel has committed a criminal offence, it shall promptly inform the MSS Mission Commander and present to him any evidence available to it. MSS mission personnel shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in Haiti.

22. The Government shall establish its jurisdiction over the crimes set out in Article 8 (19)(c) above:

a). When the crime was committed on the territory of Haiti;

b). When the alleged offender is a national of Haiti; or

c). When the alleged offender, other than MSS mission personnel, is present in the territory of Haiti, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim.

23. The Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in Article 8(19)(c) above who are present in the territory of Haiti (if the Government does not extradite them), as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to the MSS mission, which if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

24. The Government shall promptly notify the MSS Mission Commander of any civil proceeding instituted against any MSS mission personnel before any court in Haiti. The MSS Mission Commander shall thereafter certify to the court whether or not the proceeding is related to the official duties of the MSS Mission personnel.

a) If the MSS Mission Commander certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of of the present Agreement shall apply.

b) If the MSS Mission Commander certifies that the proceeding is not related to official duties, the proceeding may continue. In this event:

i) The courts and authorities of Haiti shall grant the MSS mission personnel concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law.

ii) If the MSS Mission Commander certifies that MSS mission personnel is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for no more than ninety (90) days.

iii) Property of MSS mission personnel that is certified by the MSS Mission Commander to be needed by the defendant for the fulfillment of his or her official duties shall be free from seizure for the satisfaction of a judgment, decision or order.

iv) The personal liberty of MSS mission personnel shall not be restricted in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath or for any other reason.

25. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to the MSS mission or MSS mission personnel, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the MSS mission, shall be settled in the manner provided for in the present Agreement, provided that the claim is submitted within six (6) months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six (6) months from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the MSS mission. Upon determination of liability, the MSS mission may facilitate the payment of compensation within such financial limitations as may be approved, which may be similar to the financial limitations set forth in UN General Assembly resolution 52/247 of 26 June 1998.

26. The MSS mission shall have the right to take charge over the transportation or disposition of the body of MSS mission personnel or contractors who die in Haiti, as well as their personal belongings.

ARTICLE 9: SETTLEMENT OF DISPUTES

1. Except as otherwise provided for in this Agreement, any dispute or claim of a private law character, not resulting from the operational necessity of the MSS mission, to which the MSS mission or any MSS mission personnel is a party and over which the courts of Haiti do not have jurisdiction because of any provision of the present Agreement, may be resolved by the affected Participating State(s) in accordance with appropriate procedures.
2. All disputes between the Parties on interpretation or application of the present Agreement shall be resolved solely by consultation of the Parties.

ARTICLE 10: MISCELLANEOUS PROVISIONS

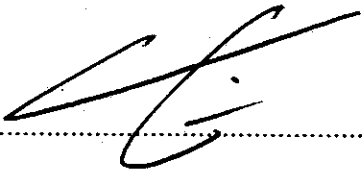
1. The Parties may conclude supplemental arrangements to the present Agreement.
2. The Mission Commander and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level. The Government and Parties to this Agreement agree that operational command and control rests with the MSS Mission Commander, who may issue appropriate policies and directives for purposes of ensuring effective operation of the MSS mission.
3. Wherever the present Agreement refers to privileges, immunities and rights of MSS mission personnel and to the facilities Haiti undertakes to provide to the MSS mission or MSS mission personnel, the Government shall have the ultimate responsibility for the implementation and fulfillment of such privileges, immunities, rights and facilities by the appropriate local authorities.
4. The present Agreement is open for signature by Haiti and any other State at Haiti's invitation on June 21, 2024 and thereafter is open for signature by any other State at Haiti's invitation.
5. Haiti and any other State at Haiti's invitation may become Party to the present Agreement:
 - a) By signature not subject to ratification, acceptance, or approval (definitive signature);
 - b) By signature subject to ratification, acceptance or approval followed by deposit of an instrument of ratification, acceptance, or approval with the Depositary; or
 - c) By deposit of an instrument of accession with the Depositary.
6. At the time of signature, any State signing this Agreement shall indicate whether or not its signature is subject to ratification, acceptance, or approval.
7. The Organisation of American States shall serve as the Depositary for this Agreement.
8. The present Agreement shall enter into force on the date when Haiti and any other State have indicated their consent to be bound in accordance with paragraph 5. For a State that indicates its consent to be bound thereafter, this Agreement shall enter into force for that State on the date that State indicates its consent to be bound in accordance with paragraph 5.
9. This Agreement may be amended by written agreement of all Parties.
10. The present Agreement shall remain in force until the departure of the final element of the MSS mission from Haiti, except that:
 - a) The provisions of Article 8(19), Article 8(26), Article 9, and Article 10(3) shall remain in force.
 - b) The provisions of Article 8 and 9 shall remain in force until all claims made in accordance with the provisions of this Agreement have been settled.

c) The provisions of Article 8(19) shall remain in force until the release and return to the MSS or its associated of MSS mission personnel that have been captured, detained or taken hostage in the performance of their duties as referred to in that paragraph.

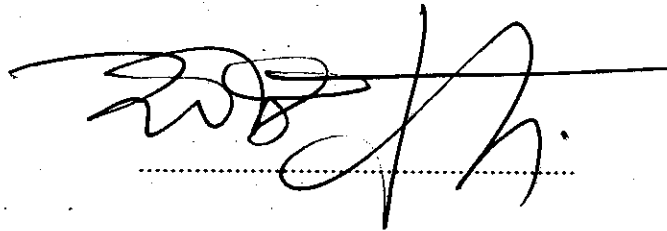
DONE at Washington, D.C. on June 21, 2024 in the English and French language, both texts being equally authentic, in a single original which shall be deposited with the Organisation of American States.

FOR THE REPUBLIC OF HAITI

FOR THE REPUBLIC OF KENYA



A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal dotted line.



A handwritten signature in black ink, featuring a prominent horizontal line across the middle and several loops and strokes above and below it, positioned above a horizontal dotted line.

STATUS PROTECTION AGREEMENT FOR THE MULTINATIONAL SECURITY SUPPORT (MSS) MISSION
IN HAITI

ACCORD RELATIF AUX PROTECTIONS DE STATUT DE LA MISSION MULTINATIONALE D'APPUI À LA
SÉCURITÉ (MMAS) EN HAÏTI

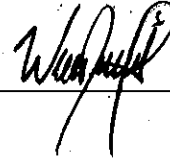
State/Etat

Date

Signature

El Salvador

October 3, 2024

A handwritten signature in black ink, appearing to be 'Wladimir', written over a horizontal line.

“Firma sujeta a ratificación, aceptación o aprobación seguida del depósito de un instrumento de ratificación, aceptación o aprobación con el Depositario” (Art. 10 párrafo 5b)