

No. 1293

**United Nations
and
International Criminal Court**

Memorandum of understanding between the United Nations, represented by UNSECOORD and the International Criminal Court regarding coordination of security arrangements (with attachment). New York, 17 December 2004 and The Hague, 22 February 2005

Entry into force: *22 February 2005 by signature, in accordance with article 9*

Authentic text: *English*

Filing and recording with the Secretariat of the United Nations: *ex officio, 3 March 2006*

**Organisation des Nations Unies
et
Cour pénale internationale**

Mémorandum d'accord entre l'Organisation des Nations Unies, représentée par la UNSECOORD, et la Cour pénale internationale concernant la coordination des arrangements de sécurité (avec annexe). New York, 17 décembre 2004 et La Haye, 22 février 2005

Entrée en vigueur : *22 février 2005 par signature, conformément à l'article 9*

Texte authentique : *anglais*

Classement et inscription au répertoire auprès du Secrétariat des Nations Unies :
d'office, 3 mars 2006

[ENGLISH TEXT — TEXTE ANGLAIS]

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS, REPRESENTED BY UNSECOORD AND THE INTERNATIONAL CRIMINAL COURT REGARDING COORDINATION OF SECURITY ARRANGEMENTS

Whereas the organizations of the United Nations system have agreed to pursue the policy of coordinated actions to ensure security and safety of their personnel at all duty stations;

Whereas the organizations of the United Nations system have decided to this end to establish for each country or area where they undertake substantial activities (each duty station) a security plan describing the various security arrangements in emergency situations, in particular the actions to be taken and the sequence to be followed to ensure security and safety of their personnel;

Whereas a senior United Nations official, appointed by the Secretary-General as Designated Official for each such country or area, is the person who undertakes overall responsibility for the implementation of the security plan at that duty station;

Whereas the Rome Statute of the International Criminal Court (“the Statute”) adopted on 17 July 1998 by the United Nations Diplomatic Conference of Plenipotentiaries established the International Criminal Court as an independent permanent judicial institution which, in accordance with articles 1 and 4 of the Statute, has legal personality and such legal capacity as may be necessary for the exercise of its functions and the fulfillment of its purposes;

Whereas the International Criminal Court, hereinafter referred to as the Court, is not a member of the United Nations system but has entered into a Relationship Agreement with the United Nations which was approved by the Assembly of States Parties to the Rome Statute of the International Criminal Court on 7 September 2004 and by the General Assembly in its resolution 58/318 of 13 September 2004 and which entered into force upon signature by the Secretary-General of the United Nations and the President of the International Criminal Court on 4 October 2004.

Whereas in the course of exercising its jurisdiction the Court requests inclusion of its offices and staff at duty stations where it establishes permanent representations and for its staff that deploy on temporary missions in the furtherance of Court business in United Nations security arrangements worldwide;

Now, therefore, the United Nations and the Court have agreed on the following security coordination procedures and arrangements.

Article 1. Duty Stations at Which the Court is Included in United Nations Security Arrangements

1.1 The provisions of the present Memorandum shall apply globally with regard to all such duty stations where the Court may establish a permanent office or have its internation-

ally-recruited staff on mission conducting official Court business. The Memorandum does not include locally-recruited staff employed by the Court.

Article 2. General responsibilities of the United Nations

2.1 Pursuant to this Memorandum the United Nations undertakes to:

(a) lend, to the extent possible, assistance for the protection of international staff of the Court and extend to it in this regard the application of the security plan, including the warden system, security orientation and all security training;

(b) include relevant information regarding international staff of the Court in the security plan for the duty station;

(c) keep the Court informed about the specific security measures being taken at the duty station;

(d) in case of emergency, provide travel assistance to the Court on a reimbursable basis in accordance with the provisions of Article 5 of the present Memorandum;

(e) include the Court in the security alert notification procedures;

(f) coordinate and consult with the Court for the exchange of security-related information; and

(g) when possible and to the extent feasible, represent the security concerns of the Court to the respective authorities of the host country.

Article 3. General responsibilities of the Court

3.1 Pursuant to this Memorandum the Court undertakes to:

(a) consult with and assist the Designated Official on all matters relating to security arrangements at the duty station;

(b) fully follow the instructions of the Designated Official regarding security matters, to include meeting Minimum Operational Security Standards (MOSS) and Minimum Operating Residential Security Standards (MORSS) established at the duty station;

(c) ensure that the Designated Official is provided on a regular basis with updated lists of names and addresses of international staff of the Court in the country;

(d) ensure that the Designated Official is at all times informed of the whereabouts and movements at the duty station of international staff of the Court, and comply with all security clearance requirements;

(e) report all incidents which have security implications to the Designated Official;

(f) coordinate and consult with the Designated Official for the exchange of security-related information;

(g) maintain in strict confidentiality sensitive information regarding the security plan;

(h) in case of emergency evacuation or relocation for security reasons to another country, assume the responsibility for obtaining visas and other travel documents for its international staff;

(i) lend, when possible and to the extent feasible, on a reimbursable basis, travel assistance to personnel of the organizations of the United Nations system;

(j) assume all risks and liabilities related to the security of its staff and maintain the necessary insurance in this regard; and

(k) deal with all claims as may be brought against the United Nations arising from the extension under the present Memorandum of the United Nations security arrangements to its international staff and hold the United Nations harmless in respect of such claims.

Article 4. Financial arrangements

4.1 The exact terms of the global financial arrangements will be subject to the outcome of decisions by the General Assembly at its Fifth-ninth session.

4.2 At those duty stations where the Court establishes a permanent office, it will also be included, among the other participating organizations resident in the country, in the local cost-sharing of common security measures and services established by the Designated Official at the duty station. This is routinely determined by dividing the total cost of these common security measures by the number of internationally and locally-recruited staff of each agency to arrive at a fair share of the total security cost. The cost-share for the Court, however, will be determined by the total number of internationally-recruited staff of the Court at the duty station, and will not include locally-recruited staff. When a new office of the Court is established pursuant to paragraph 1.1 of Article 1 of this Memorandum the cost involved shall be determined in coordination with the Designated Official at the duty station prior to the establishment of the office.

Article 5. Rendering of travel assistance in case of emergency

5.1 In case of emergency, the United Nations undertakes to render to the extent possible, travel assistance to international staff of the Court. Such assistance will be provided on a reimbursable basis.

5.2 The Court undertakes to:

(a) reimburse the United Nations promptly and in any case no later than one month after receipt from the United Nations of the statement detailing the costs incurred by the United Nations in connection with such assistance;

(b) assume all risks and liabilities during travel of its international staff and to deal with such claims as may be brought against the United Nations arising from such travel and to hold the United Nations harmless in respect of such claims or liabilities;

(c) ensure that its employees, before boarding a United Nations-chartered civilian aircraft, shall each sign the General Release form which is attached to the present Memorandum.

Article 6. Status of the Court

6.1 The Court shall immediately inform the United Nations of any action proposed to be taken by, or against it, which may affect its status or financial credibility.

Article 7. Duration of the Memorandum

7.1 This Memorandum shall remain in force so long as the Court retains its status as defined in the present Memorandum, or until it is terminated by either Party to the Memorandum in accordance with the provisions of Article 8.

Article 8. Termination of the Memorandum

8.1 This Memorandum may be terminated at any time by a notice of three months on the part of either Party to the Memorandum. The balance due under Articles 3,4 and 5 shall not be affected by the termination of the Memorandum.

Article 9. Entry into force

9.1 This Memorandum shall enter into force upon signature by both Parties.

In witness whereof the undersigned, being duly authorized thereto, have on behalf of the Parties signed this Memorandum of Understanding on the dates and at the places indicated below their respective signatures.