

No. 1351

**United Nations
and
International Criminal Court**

Memorandum of Understanding between the United Nations and the International Criminal Court concerning provision of services for the Review Conference, to be held in Kampala, Uganda, from 31 May to 11 June 2010 (with annex). The Hague, 3 August 2010, and Nairobi, 24 August 2010

Entry into force: *with retroactive effect from 31 May 2010, in accordance with article 8*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Secretariat of the United Nations, 24 August 2010*

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

Mémorandum d'accord entre l'Organisation des Nations Unies et la Cour pénale internationale concernant la fourniture de services pour la Conférence de révision qui doit avoir lieu à Kampala (Ouganda) du 31 mai au 11 juin 2010 (avec annexe). La Haye, 3 août 2010, et Nairobi, 24 août 2010

Entrée en vigueur : *avec effet rétroactif à compter du 31 mai 2010, conformément à l'article 8*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Secrétariat de l'Organisation des Nations Unies, 24 août 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

**Memorandum of Understanding
Between the United Nations and the International Criminal Court
Concerning Provision of Services for the Review Conference,
to be held in Kampala, Uganda, from 31 May to 11 June 2010**

Whereas the United Nations and the International Criminal Court ("Court") have concluded a Relationship Agreement between the International Criminal Court and the United Nations ("Relationship Agreement"), which entered into force on 4 October 2004;

Whereas the United Nations General Assembly, in its resolution 58/318 of 13 September 2004, decided that all expenses resulting from the provision of services, facilities, cooperation and any other support rendered to the Court that may accrue to the United Nations as a result of the implementation of the Relationship Agreement shall be paid in full to the Organization;

Whereas, in article 10 of the Relationship Agreement, the United Nations has agreed that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable basis for the purposes of the Court such facilities and services as may be required, including for the meetings of the Assembly of States Parties, and whereas it is further stipulated in that article that the terms and conditions on which any such facilities or services may be provided by the United Nations shall, as appropriate, be the subject of supplementary arrangements;

Whereas the Assembly of States Parties has accepted, in accordance with resolution ICC-ASP/7/Res.2, adopted on 21 November 2008, and resolution ICC-ASP/8/Res.6, adopted on 26 November 2009, the invitation of the Government of Uganda (hereinafter referred to as "the Government"), to hold the Review Conference from 31 May to 11 June 2010 in Kampala, Uganda;

Whereas the United Nations Office at Nairobi has confirmed the availability of services for this purpose on these dates;

Whereas the Court and the United Nations wish to conclude an arrangement of the kind foreseen in article 10, paragraph 2, of the Relationship Agreement;

Now, therefore, the United Nations and the Court have agreed as follows:

Article 1

Purpose

This Memorandum of Understanding ("MOU") sets out the terms and conditions on which the United Nations shall provide services required by the Court for the holding of the Review Conference.

Article 2

General Principle

This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be understood to derogate from any of its terms. In case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

Article 3

Reimbursement

1. All services provided to the Court by the United Nations pursuant to this MOU shall be provided on a fully reimbursable basis.
2. The Court shall reimburse the United Nations in full and in respect of all clearly identifiable direct costs that the United Nations may incur as a result of or in connection with providing services pursuant to this MOU. The Court and the United Nations shall endeavour to identify such costs in advance and to agree on relevant estimates. The United Nations shall, where possible, notify the Court of any additional costs that it might subsequently identify and of any increase in those estimates in advance of making available and rendering the relevant facilities and services.
3. The Court shall not be required to reimburse the United Nations in respect of:
 - (a) costs that the United Nations would have incurred regardless of whether or not facilities and services were provided to the Court pursuant to this MOU;

- (b) any portion of the common costs of the United Nations;
 - (c) depreciation in the value of United Nations owned equipment that might be used by the United Nations in the course of providing facilities and services pursuant to this MOU.
- 4.
- (a) The United Nations shall submit invoices to the Court for the provision of services under this MOU.
 - (b) The Court may request further details in writing regarding any of the services for which an invoice has been submitted by the United Nations pursuant to sub-paragraph 4(a) of the present Article.
 - (c) The Court shall make payment against such invoices within 30 (thirty) days of the date of receipt of the invoice unless it has requested further details pursuant to sub-paragraph 4(b) of the present article, in which case it shall make payment within 30 (thirty) days of the date of receipt of such details.
 - (d) Payment shall be made in United States dollars, either by cheque or by means of bank transfer to the United Nations bank account specified on the invoice concerned.

Article 4

Services

The United Nations agrees to provide to the Court the services set out in the Annex to this MOU prior to and during the Review Conference.

Article 5

Channel of communication

The Court and the United Nations shall each appoint an official who shall be responsible for liaising with the other Party with respect to the implementation of this MOU. The official appointed in this capacity by the United Nations shall be responsible, in consultation with the official appointed by the Court, for the implementation of the administrative and personnel arrangements for the Review Conference as required under this MOU. The parties will communicate

to each other the respective names of the designated officials within seven days of signing this MOU.

Article 6

Consultation

Any differences between the Court and the United Nations arising out of or in connection with the implementation of this MOU shall be settled by consultations between the Parties.

Article 7

Indemnity

1. Each Party shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, its officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by its officials, agents, servants or employees, based on, arising out of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the other Party or of the other Party's officials, agents, servants or employees.

2. Each Party shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, including its officials, agents, servants and employees, from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties based on, arising out of or related to, or in connection with the implementation of this MOU, unless the Liability results from the wilful misconduct of the United Nations, or its officials, agents, servants or employees.

Article 8

Final Provisions

1. This MOU may be amended by written agreement between the Parties.