

No. 1353

**United Nations
and
International Criminal Court**

Memorandum of Understanding between the United Nations and the International Criminal Court concerning provision of facilities and services for the ninth session of the Assembly of States Parties to the Rome Statute of the International Criminal Court, to be held at the United Nations Headquarters, from 6 to 10 December 2010 (with annex). New York, 7 December 2010, and The Hague, 8 December 2010

Entry into force: *8 December 2010 by signature, in accordance with article 9*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Secretariat of the United Nations, 8 December 2010*

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

Mémorandum d'accord entre l'Organisation des Nations Unies et la Cour pénale internationale relatif à la fourniture d'installations et de services en vue de la neuvième session de l'Assemblée des États Parties au Statut de Rome de la Cour pénale internationale, qui se tiendra au Siège de l'Organisation des Nations Unies du 6 au 10 décembre 2010 (avec annexe). New York, 7 décembre 2010, et La Haye, 8 décembre 2010

Entrée en vigueur : *8 décembre 2010 par signature, conformément à l'article 9*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Secrétariat de l'Organisation des Nations Unies, 8 décembre 2010*

[ENGLISH TEXT – TEXTE ANGLAIS]

**Memorandum of Understanding
Between the United Nations and the International Criminal Court
Concerning Provision of Facilities and Services for the ninth session of
the Assembly of States Parties to the Rome Statute of the International
Criminal Court, to be held at United Nations Headquarters,
from 6 to 10 December 2010**

Whereas the United Nations and the International Criminal Court ("Court") have concluded a Relationship Agreement between the United Nations and the International Criminal Court ("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 ("Assembly") during its sixth session decided, *inter alia*, that the ninth session of the Assembly should be held at the United Nations in New York, at dates to be determined by the Bureau of the Assembly;

Whereas the Assembly has determined that the ninth session will be held between 6 and 10 December 2010 ("Ninth session");

Whereas the United Nations has confirmed the availability of services and facilities at its Headquarters in New York for this purpose on these dates;

Whereas, in article 11 of the Relationship Agreement, the United Nations has agreed to endeavour, subject to these respective rules, together with the Court, to facilitate access by the representatives of all States Parties to the Rome Statute of the International Criminal Court, representatives of the Court and

observers in the Assembly, as provided for in article 112, paragraph 1, of the Rome Statute, to United Nations Headquarters for meetings of the Assembly;

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 facilities and services required by the Court for the holding of the ninth session.

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 facilities and 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 facilities and services pursuant to this MOU. The United Nations and the Court 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 facilities and services under this MOU.
 - (b) The Court may request further details in writing regarding any of the facilities and 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

Facilities and Services

The United Nations agrees to provide to the Court the facilities and services set out in the Annex to this MOU for the duration of the ninth session.

Article 5

Access to United Nations Headquarters

1. The United Nations agrees to endeavour, subject to its rules and working together with the Court, to facilitate access to its Headquarters during the ninth session by representatives of States Parties to the Rome Statute of the International Criminal Court, representatives of the Court and observers in the Assembly, as provided for in article 112, paragraph 1, of the Rome Statute, as well as by the observers and other participants referred to in rules 92, 93 and 94 of the Rules of Procedure of the Assembly.

2. The Court shall provide to the United Nations, seven working days in advance of the ninth session, a list of representatives of the States, entities, organizations and bodies who intend to participate in the work of the ninth session.

Article 6

Channel of communication

The United Nations and the Court 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 ninth session 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 7

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.