

No. 1354

**United Nations
and
International Criminal Court**

**Technical Arrangement between the United Nations and the International Criminal Court
(with annex). New York, 22 March 2007**

Entry into force: *22 March 2007 by signature, in accordance with article 13*

Authentic text: *English*

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

**Arrangement technique entre l'Organisation des Nations Unies et la Cour pénale
internationale (avec annexe). New York, 22 mars 2007**

Entrée en vigueur : *22 mars 2007 par signature, conformément à l'article 13*

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[ENGLISH TEXT – TEXTE ANGLAIS]

TECHNICAL ARRANGEMENT

BETWEEN

THE UNITED NATIONS

AND

THE INTERNATIONAL CRIMINAL COURT

WHEREAS, the United Nations and the International Criminal Court (the “Court”) have concluded a Relationship Agreement (the “Relationship Agreement”), which came into force on 4 October 2004;

WHEREAS, in Article 10 of the Relationship Agreement, the United Nations 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 and 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 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, the Court has requested the United Nations to provide support and assistance to the Court by facilitating telecommunications interconnectivity between the Court’s field office in Abeche, Chad, and the Court’s headquarters facility in The Hague, Netherlands, via the United Nations global telecommunications infrastructure, including the United Nations global telecommunications hub situated at the United Nations Logistics Base in Brindisi, Italy (UNLB);

NOW THEREFORE, the United Nations, acting through the Department of Peacekeeping Operations (“DPKO”) and the Court (the “Parties”) have agreed as follows:

Article 1
Purpose

This Technical Arrangement sets out the procedures, responsibilities and financial arrangements for the provision by DPKO to the Court of the communications assistance and support described in Annex A of this Technical Arrangement (the “Communications Support Services”).

Article 2
Scope

This Technical Arrangement 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 the case of any inconsistency between the provisions of this Technical Arrangement and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

Article 3

Basic Principles

- 1 The Parties agree that the Communications Support Services shall be provided by DPKO, to the extent feasible within its capabilities and without prejudice to its ability to discharge its other mandated tasks.
- 2 The Parties further acknowledge and agree that the United Nations shall incur no liability in the event and because of its inability, in whole or in part, to provide the Communications Support Services to the Court pursuant to this Technical Arrangement.

Article 4

Communications Support Services

- 1 DPKO undertakes to provide to the Court, to the extent feasible within its capabilities and without prejudice to its ability to discharge its other mandated tasks, the Communications Support Services on a cost reimbursable basis.
- 2 The Court shall be responsible for the provision, installation and maintenance of all communications equipment required for the provision of the Communications Support Services, including satellite earth stations, in the Republic of Chad, The Netherlands, as well as in any other location(s) where DPKO does not have suitable established communications facilities. The Court acknowledges that the communications equipment utilized must be compatible with DPKO communications equipment.
- 3 DPKO shall provide the communications equipment required for the provision of the Communications Support Services at the United Nations global telecommunications hub at UNLB and in any other location(s) where it has suitable established communications facilities. To the extent possible, such communications equipment shall be provided from existing DPKO resources. The Court shall reimburse DPKO in respect of the provision, installation and maintenance of such equipment in accordance with Article 5 below.
- 4 In the event that any additional equipment is required at UNLB, or at any other location(s) where DPKO has suitable established communications facilities, in order to provide the Communications Support Services, the Parties shall agree on mutually acceptable modalities for the acquisition, installation and maintenance of such equipment, including arrangements for the payment of all attendant costs, in accordance with United Nations regulations, rules and established accounting practices.

5. At the request of the Court, DPKO shall provide technical advice on the type of communications equipment required at all locations. Subject to the provisions of this Technical Arrangement, DPKO shall also consider, on a case-by-case basis, requests by the Court for the provision of technical assistance and/or training to Court personnel in the installation, use and/or maintenance of the communications equipment.

Article 5

Financial Arrangements

1 The Communications Support Services provided to the Court pursuant to this Technical Arrangement shall be provided on a fully reimbursable basis.

2. The Court shall reimburse the United Nations in full for and in respect of all clearly identifiable direct and indirect costs that the United Nations may incur as a result of or in connection with the provision of the Communications Support Services pursuant to this Technical Arrangement.

3. The Court shall not be required to reimburse the United Nations for or in respect of: (a) costs that the United Nations would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Court pursuant to this Technical Arrangement; (b) any portion of the common costs of the United Nations; (c) depreciation in the value of United Nations equipment used by the United Nations or DPKO in the course of providing services, facilities, cooperation, assistance or support pursuant to this Technical Arrangement.

Article 6

Payments

1 DPKO shall submit written invoices to the Court for the provision of the Communications Support Services pursuant to this Technical Arrangement. It is understood that, wherever practicable, the Communications Support Services shall be invoiced at a per usage basis. It is further agreed that any elements of the Communications Support Services for which it would be impracticable or not cost-effective to bill on a per usage, or per purchase basis, shall be agreed in advance and billed at regular intervals.

2 The Court shall make payment against all invoices for the provision of the Communications Support Services within thirty (30) days of the date of such invoices. Payment shall be made in United States Dollars, either in cash or by means of Bank transfer made payable to the United Nations Bank Account specified in the invoice concerned.

Article 7

Confidentiality

1 Each Party undertakes to ensure the confidentiality of any documents or information that comes to its knowledge or possession through, or in connection with the provision of the Communications Support Services under this Technical Arrangement, including documents and information that come to its knowledge through the use of a common carrier.

2. Each Party shall take all appropriate measures to ensure that when using “common carriers”, the transmission of secure and reliable voice and data information by either Party shall not be prejudiced in any way by the provision of the Communications Support Services under this Technical Arrangement

Article 8 **Governmental consent**

Prior to the provision by the United Nations of the Communications Support Services provided for in this Technical Arrangement, it shall be the responsibility of the Court to obtain the express consent to the provision by the United Nations of such services, in writing, by the Governments of the Republic of Chad, Italy, the Kingdom of the Netherlands and any other Government from or through whose territory Communications Support Services may be provided pursuant to this Technical Arrangement.

Article 9 **Indemnity**

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, and 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, attorney’s fees, settlement payments, damages and other related costs and expenses (“Liability”) brought by its officials, agents, servants or employees, based on, or arising out of, related to or in connection with the provision of the Communications Support Services, or any facilities, services, assistance and support provided by the United Nations to the Court pursuant to this Technical Arrangement, unless the Liability results from the gross negligence or willful misconduct of the other Party or the other Party’s officials, agents, servants or employees.

The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, and 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, attorney’s fees, settlement payments, damages and other related costs and expenses brought by any third party based on, arising out of, related to, or in connection with the provision of the Communications Support Services, or any facilities, services, assistance and support provided by the United Nations to the Court pursuant to this Technical Arrangement. Without limiting the generality of the foregoing, this provision shall extend, inter alia, to claims and liability in the nature of worker compensation, products liability, environmental pollution and damage and all litigation costs, attorney’s fees, settlement payments, damages, and all other related costs and expenses.

Article 10 **Consultation**