

No. 1355*

**United Nations
and
International Criminal Court**

Technical Arrangement between the United Nations and the International Criminal Court concerning telecommunications interconnectivity between the Court's field office in Bunia, Democratic Republic of the Congo and the Court's headquarters facility in the Hague (with annex). New York, 7 November 2007

Entry into force: 7 November 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 concernant l'interconnexion des télécommunications entre les bureaux du siège de la Cour sur le terrain à Bunia, en République démocratique du Congo et l'installation du siège de la Cour à La Haye (avec annexe). New York, 7 novembre 2007

Entrée en vigueur : 7 novembre 2007 par signature, conformément à l'article 13

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *d'office*, 23 février 2011

** Numéro de volume RTNU n'a pas encore été établie pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[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 Bunia, Democratic Republic of Congo, 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 Field Support (“DFS”) 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 DFS 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 DFS, 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. DFS 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 Democratic Republic of Congo, The Netherlands, as well as in any other location(s) where DFS does not have suitable established communications facilities. The Court shall also be responsible for securing the consent, where necessary, of the Governments of the Democratic Republic of Congo and of the Netherlands, for this purpose, as well as of the Governments of any other States where such equipment may be installed. The Court acknowledges that the communications equipment utilized must be compatible with DFS communications equipment.
3. DFS 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 DFS resources. The Court shall reimburse DFS 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 DFS 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, DFS shall provide technical advice on the type of communications equipment required at all locations. Subject to the provisions of this Technical Arrangement, DFS 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 DFS in the course of providing services, facilities, cooperation, assistance or support pursuant to this Technical Arrangement.

Article 6 Payments

1. DFS 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 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 Democratic Republic of Congo, 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

The Court shall, at their 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, based on, arising out of, related to, or in connection with any acts omissions of the Court, or any of its personnel, employees, agents, servants, officials, or representatives ("Personnel"), or arising out of the provision of the Communications Support Services, or any facilities, services, assistance and support provided by the United Nations, to the Court, or its Personnel, 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

1. The Parties shall keep the application and implementation of this technical arrangement under close review and shall regularly and closely consult with each other for that purpose.
2. The Parties shall consult with each other at the request of either Party on any difficulties, problems or matters of concern that may arise in the course of the application and implementation of the technical arrangement.
3. Any differences between the Parties arising out of or in connection with the implementation of this technical arrangement shall be settled by consultations between the Prosecutor or the Registrar of the Court, as the case may be, and the Under-Secretary-General for Field Support or an Assistant Secretary-General for Field Support. If such differences are not settled by such consultations, they shall be referred to the President of the Court and the Secretary-General of the United Nations for resolution.

Article 11
Privileges and Immunities

Nothing in or relating to this Technical Arrangement shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 12
Coordination

1. The Parties shall each designate a focal point that shall be exclusively responsible for dealing with day-to-day technical, administrative and related issues arising under this technical arrangement.
2. These designated focal points shall be the exclusive channels for communication on these matters between the United Nations and the Court.
3. All requests, notices and other communications provided for or contemplated in this technical arrangement shall be made in writing, either in English or in French.

Article 13
General Provisions

1. The provisions of this Technical Arrangement shall enter into force on the date of its signature by the Parties and shall remain in force until terminated by either Party by giving one month's notice in writing to the other. Notwithstanding the termination of this Technical Arrangement, all matters arising during its operation shall continue to be subject to its provisions.

2. The contents of this Technical Arrangement may be amended at any time by mutual agreement between the Parties. Amendments or modifications to this Technical Arrangement shall be in writing and signed by the duly authorized representatives of the Parties.

3. All notices and other communications required or contemplated under this Technical Arrangement shall be in writing and shall be addressed to the Party or Parties for whom intended at the address shown below or such other address as the intended recipient previously shall have designated by written notice given pursuant to this Technical Arrangement.

For the United Nations/DFS:

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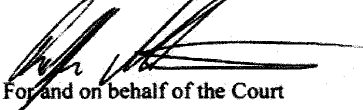
For the Court:

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4. The Annexes to this Technical Arrangement are an integral part of this Technical Arrangement.

In WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signature, this 7 day of November 2007.


For and on behalf of DFS


For and on behalf of the Court

Annex A
(The Communications Support Services)

Facilitate the establishment of telecommunications interconnectivity between the Court's field office in Bunia, Democratic Republic of Congo, 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).

- The Court shall be responsible for the provision, installation and maintenance of all communications equipment, including satellite earth stations, in the Republic of Democratic Republic of Congo, in The Netherlands, as well as any other location(s) where DFS does not have suitable established communications facilities.
- The communications equipment utilized by the Court must be compatible with DFS communications equipment.
- DFS shall be responsible for the provision, installation and maintenance of any additional equipment required 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 equipment will be provided from within existing DFS resources. All associated costs shall be reimbursed by the Court.
- If additional equipment is required at UNLB, or at any other location(s) where DFS 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 any attendant costs in accordance with United Nations regulations, rules and established accounting practices, and in accordance with the principle that facilities and services shall only be provided on a fully reimbursable basis.
- At the request of the Court, DFS shall provide technical advice on the type of communications equipment required at all locations.
- Subject to the provisions of this Technical Arrangement, DFS shall 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.