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**United Nations
and
International Criminal Court**

Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI) and the Prosecutor of the International Criminal Court (with annexes). New York, 20 January 2012 and 23 January 2012

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**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 coopération entre l'Opération des Nations Unies en Côte d'Ivoire (ONUCI) et le Procureur de la Cour pénale internationale (avec annexes). New York, 20 janvier 2012 et 23 janvier 2012

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[ENGLISH TEXT – TEXTE ANGLAIS]

**Memorandum of Understanding
Between the United Nations and the International Criminal Court
Concerning Cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI)
and the Prosecutor of the International Criminal Court**

Whereas the United Nations and the International Criminal Court (the "Court") have concluded a Relationship Agreement between the United Nations and the International Criminal Court (the "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 the United Nations and the Court have concluded a Memorandum of Understanding between the United Nations, represented by the United Nations Security Coordinator, and the International Criminal Court Regarding Coordination of Security Arrangements (the "MOU on Security Arrangements"), which entered into force on 22 December 2004;

Whereas the United Nations Operation in Côte d'Ivoire ("UNOCI") was established pursuant to United Nations Security Council resolution 1528 (2004) of 27 February 2004 as a subsidiary organ of the United Nations;

Whereas the United Nations Security Council, in its resolution 2000 (2011) of 27 July 2011, called upon UNOCI, where consistent with its existing authorities and responsibilities, to support national and international efforts to bring to justice perpetrators of grave violations of human rights and international humanitarian law in Côte d'Ivoire;

Whereas the Government of Côte d'Ivoire (the "Government") on 18 April 2003 lodged with the Registrar of the International Criminal Court (the "Registrar") pursuant to Article 12, paragraph 3, of the Rome Statute of the International Criminal Court (the "Rome Statute") a declaration accepting the exercise of jurisdiction by the International Criminal Court and reaffirmed its acceptance of the Court's jurisdiction on 14 December 2010;

Whereas the Pre-Trial Chamber of the International Criminal Court on, 3 October 2011, authorized the Prosecutor of the International Criminal Court (the "Prosecutor") to commence an investigation into the situation of crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d'Ivoire since 28 November 2010 and whereas the Prosecutor has commenced such an investigation;

Whereas, in Article 10 of the Relationship Agreement, the United Nations agrees 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 *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, in Article 15 of the Relationship Agreement, with due regard to its responsibilities and competence under the Charter and subject to its rules as defined under applicable international law, the United Nations undertakes to cooperate with the Office of the Prosecutor (OTP);

Whereas, in Article 18 of the Relationship Agreement, the United Nations undertakes, with due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, to cooperate with the Prosecutor of the Court and to enter with the Prosecutor into such arrangements or agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises his or her duties and powers with respect to investigation and seeks the cooperation of the United Nations under Article 54 of the Statute;

Whereas the United Nations and the Prosecutor wish to conclude arrangements of the kind foreseen in Article 18 of the Relationship Agreement;

Now, therefore, the United Nations represented by UNOCI (hereinafter UNOCI) and the Court represented by the Prosecutor (hereinafter the Prosecutor) have agreed as follows:

CHAPTER I: GENERAL PROVISIONS

Article I

Purpose

This Memorandum of Understanding (the "MOU") sets out the modalities of cooperation between the United Nations and the Prosecutor in connection with investigations conducted by the Prosecutor into crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d'Ivoire since 28 November 2010.

Article 2

Cooperation

1. The United Nations undertakes to cooperate with the Prosecutor in accordance with the specific modalities set out in this MOU.
2. This MOU may be supplemented from time to time by means of written agreement between the signatories or their designated representatives setting out additional modalities of cooperation between the United Nations and the Prosecutor.
3. 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 the 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
Basic Principles

1. It is understood that UNOCI shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and areas of deployment and without prejudice to its ability to discharge its other mandated tasks.
2. The Prosecutor acknowledges that the Government has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the MOU on Security Arrangements, neither the United Nations nor UNOCI shall be responsible for the safety or security of the staff/officials or assets of the Court or of potential witnesses, witnesses, victims, suspects or accused or convicted persons identified in the course, or as a result, of the Prosecutor's investigations. In particular, nothing in this MOU shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or UNOCI to ensure or provide for the protection of witnesses, potential witnesses or victims identified or contacted by the Prosecutor in the course of his or her investigations.

Article 4
Reimbursement

1. All services, facilities, cooperation, assistance and other support that may be provided to the Prosecutor by the United Nations or by UNOCI pursuant to this MOU shall be provided on a fully reimbursable basis.
2. The Prosecutor shall reimburse the United Nations or UNOCI in full for and in respect of all clearly identifiable direct costs that the United Nations or UNOCI may incur as a result of or in connection with providing services, facilities, cooperation, assistance or support pursuant to this MOU.
3. The Prosecutor shall not be required to reimburse the United Nations or UNOCI for or in respect of:
 - (a) costs that the United Nations or UNOCI would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Prosecutor pursuant to this MOU;
 - (b) any portion of the common costs of the United Nations or of UNOCI;
 - (c) depreciation in the value of United Nations or contingent owned equipment, vehicles, vessels or aircraft that might be used by the United Nations or UNOCI in the course of providing services, facilities, cooperation, assistance or support pursuant to this MOU.

CHAPTER II: SERVICES, FACILITIES AND SUPPORT

Article 5

Administrative and logistical services

1. Pending conclusion of an agreement between the United Nations and the Registry relating to administrative and logistical services, UNOCI is prepared, at the request of the Prosecutor, to provide administrative and logistical services to the Prosecutor, including:
- (a) access to UNOCI's internet service in areas where available, subject to compliance with UNOCI's information technology protocols, policies and rules, in particular with respect to the use of external applications and the installation of software;
 - (b) with the prior written consent of the Government and on the understanding that the Prosecutor purchases compatible equipment for that purpose, access to UNOCI's internal telecommunications facilities (PABX) and its two-way radio security channels for the purpose of communications within Côte d'Ivoire;
 - (c) storage for items of equipment or property owned by the Office of the Prosecutor on a space-available basis, it being understood that risk of damage to, or deterioration or loss of, such equipment or property during its storage by UNOCI shall lie with the Office of the Prosecutor. The Office of the Prosecutor hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such equipment or property;
 - (d) provided that staff/officials of the Office of the Prosecutor are lawfully entitled to benefit from the same immigration formalities on their entry into and departure from Côte d'Ivoire as are members of UNOCI, assistance to staff/officials of the Office of the Prosecutor in completing those formalities when arriving or departing on flights that are also carrying members of UNOCI. It is understood that it is the Prosecutor's responsibility to ensure that his/her staff/officials are in possession of appropriate travel documents and that UNOCI is not in a position to resolve any travel, immigration or departure problems for staff/officials of the Office of the Prosecutor;
 - (e) on an exceptional basis and with the prior written consent of the Government, temporary or overnight accommodation for staff/officials of the office of the Prosecutor on UNOCI premises, it being understood that UNOCI will consider requests for such services on a case-by-case basis, taking duly into consideration the security of its own members and assets and the availability of alternative suitable accommodation in the vicinity. It shall be a condition of the accommodation of any staff member/official of the Office of the Prosecutor on UNOCI premises that he or she first sign a waiver of liability as set out in Annex A of this MOU. The Prosecutor shall advise his/her staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. UNOCI and the Prosecutor shall make practical arrangements for the transmittal to UNOCI of completed and signed waivers at least 5 (five) working days in advance of the arrival of the staff/officials concerned at the UNOCI premises/at

which they are to be accommodated. The United Nations shall not be responsible in any way for the safety or security of any staff/officials of the Office of the Prosecutor who are accommodated on UNOCI premises pursuant to a request by the Prosecutor.

2. The Prosecutor shall make requests for such services in writing, preferably on a quarterly basis but no less than 30 days before the service is required. In making such requests, the Prosecutor shall specify the nature of the administrative or logistical services sought, when they are sought and for how long. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Prosecutor in writing of the date on which it is able to commence provision of the services concerned and of their estimated cost.
3. Should UNOCI, in its sole discretion, determine that the provision of the administrative or logistical services requested by the Prosecutor is beyond the staffing capabilities of UNOCI, UNOCI shall nevertheless provide such services if the Prosecutor first agrees to provide UNOCI with the funds needed by it to recruit and pay for the services of additional administrative support staff to assist UNOCI in performing the said administrative or logistical services and provides all related infrastructure and common services requirements necessary to accommodate such staff.

Article 6 **Medical Services**

1. In the event of a medical emergency affecting staff/officials of the Office of the Prosecutor while they are present in UNOCI's areas of deployment, UNOCI undertakes, subject to availability and to the security of its own members and assets, to provide, on request by the Prosecutor:

- (a) on-site medical support to the staff/officials of the Office of the Prosecutor concerned, and
- (b) transportation to the nearest available appropriate medical facility, including emergency medical evacuation services to an appropriate country, it being understood that it is the Prosecutor's responsibility to arrange for subsequent hospitalisation and further medical treatment in that country,

it being further understood that, in the provision of such services, staff/officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. UNOCI shall provide Level I medical services for staff/officials of the Office of the Prosecutor at UNOCI's United Nations-owned medical facilities in Côte d'Ivoire on a space-available basis, it being understood that, in the delivery of such services, staff/officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.
3. The Prosecutor shall advise his/her staff/officials travelling to Côte d'Ivoire on official business of the requirement to complete and sign a Release from Liability Form, as set out in Annex B of this MOU, as a condition to obtaining medical services pursuant to this MOU and

shall accordingly instruct them to complete and sign such a form before travelling and to carry a copy with them at all times while in Côte d'Ivoire. UNOCI and the Prosecutor shall make practical arrangements for the transmittal to UNOCI of completed and signed forms in advance of the arrival of the staff/officials concerned in Côte d'Ivoire. Without prejudice to the foregoing, it is nevertheless understood that no staff member or official of the Court will be denied medical services provided for in this MOU solely on the grounds of his or her not having previously completed and signed a Release from Liability Form if, at the time of the medical emergency or of arrival at the medical facility, he or she is physically unable to complete and sign such a form.

Article 7 **Transportation**

1. At the request of the Prosecutor and subject to prior signature of a waiver of liability by the staff member/official of the Office of the Prosecutor concerned as set out in Annex C of this MOU, UNOCI shall provide aircraft passenger services to staff/officials of the Office of the Prosecutor, on a space-available basis aboard its regular flights, it being understood that, in the provision of such services, staff/officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.
2. UNOCI is prepared to give favourable consideration, when appropriate and on a case-by-case basis, to requests by the Prosecutor for additional ground time at landing sites subject to operational limitations.
3. UNOCI may provide special flights to the Office of the Prosecutor at the Prosecutor's request.
4. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide assistance to the Prosecutor by transporting on UNOCI aircraft, witnesses who are voluntarily cooperating with the Court. UNOCI will consider such requests on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, seat availability on UNOCI aircraft and the availability of alternative means of transportation, such as commercial flights. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any witnesses whom UNOCI might transport on its aircraft in response to such requests. It shall be a condition to the transportation of any witness on UNOCI aircraft pursuant to such a request that the witness concerned first sign a waiver of liability as set out in Annex D of this MOU and that a staff member/official of the Office of the Prosecutor accompany the witness during the entire period of his or her transportation by UNOCI. In the event that it is necessary to protect the identity of a particular witness, the Prosecutor and UNOCI shall consult with each other, at the Prosecutor's request, with a view to putting in place practical arrangements that will make it possible for the witness concerned to complete the waiver of liability as set out in Annex D of this MOU while at the same time protecting his or her identity.
5. At the request of the Prosecutor and subject to the signature of a waiver of liability by the staff member/official of the office of the Prosecutor concerned as set out in Annex E of this MOU, UNOCI shall provide transportation in its motor vehicles to staff/officials of the Office of the Prosecutor on a space-available basis, it being understood that, in the provision of such services, staff/officials of the office of the Prosecutor shall be accorded the same priority as is

accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

6. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide assistance to the Prosecutor by transporting in UNOCI motor vehicles witnesses who are voluntarily cooperating with the Court. The provisions of paragraph 3 of this Article shall apply in respect of such requests, *mutatis mutandis*, except that the waiver that is to be signed by any witness who may be transported by UNOCI pursuant to any such request shall be as set out in Annex E of this MOU.

7. At the request of the Prosecutor, UNOCI shall provide air or ground transportation services for items of Court-owned equipment or property on a space-available basis, it being understood that, in the provision of such services, items of Court-owned equipment or property shall be accorded the same priority as is accorded to equipment or property of the specialized agencies and of the other related organizations of the United Nations. Risk of damage to, or loss of, items of Court-owned equipment or property during such transportation shall lie with the Prosecutor. The Prosecutor hereby agrees to release the United Nations, including UNOCI, from any claim in respect of damage to, or loss of, such equipment or property.

8. The Prosecutor shall make all requests regarding the provision of transportation by UNOCI under this Article in writing. In making such requests, the Prosecutor shall specify for whom or what and the date on, and the locations between, which transportation is sought. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. If UNOCI accedes to a request, it shall simultaneously provide the Prosecutor with a written estimate of the cost of the transportation services chargeable to it.

9. Without prejudice to Article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with services provided pursuant to this Article shall include, *inter alia*, those arising from the payment by the United Nations of any additional insurance premiums and of any increase in fees for the charter of aircraft and, in the case of any special flights provided pursuant to paragraph 2 of this Article, the cost of fuel consumed by United Nations or contingent owned aircraft and of helicopter or aircraft flying hours.

10. UNOCI confirms to the Prosecutor that it is prepared, in principle, to give consideration to requests from the Government to assist the Government in the transportation of:

- (a) suspects or accused persons, for the purpose of their transfer to the Court;
- (b) witnesses who have received a summons from the competent authorities of Côte d'Ivoire to attend for questioning, for the purpose of their transfer to the location in Côte d'Ivoire identified in that summons.

Article 8 **Police and Military Support**

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide police and/or military support to the Prosecutor for the purpose of facilitating his or her investigations in areas where UNOCI military units are already deployed.

2. The Prosecutor shall make requests for such support in writing. When making such requests, the Prosecutor shall provide such information as the location, date, time and nature of the investigation that is to be conducted and the number of staff/officials of the Office of the Prosecutor involved, as well as an evaluation of the attendant risks of which he or she may be aware.

3. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the support requested with its mandate and Rules of Engagement and the capacity of the Government to provide adequate security for the investigation concerned. UNOCI shall inform the Prosecutor in writing whether or not it accedes to such requests as soon as possible and in any event within 10 (ten) working days of their receipt.

4. In the event that UNOCI agrees to a request, UNOCI shall, on the basis of the information provided by the Prosecutor, determine in an operational order the extent, nature and duration of the military support to be provided, together with an estimate of the total reimbursable cost of the operation chargeable to the Prosecutor. The Prosecutor shall acknowledge in writing his or her agreement to that operational order.

5. Any military units and equipment that UNOCI might deploy pursuant to such an order shall remain exclusively and at all times under UNOCI's command and control.

6. Without prejudice to Article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to this Article shall include, inter alia, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

CHAPTER III: COOPERATION AND LEGAL ASSISTANCE

Article 9

Access to documents and information held by UNOCI

1. Requests by the Prosecutor for access to documents held by UNOCI are governed by Article 18 of the Relationship Agreement.

2. Requests by the Prosecutor for access to such documents shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify with a reasonable degree of specificity the document or the category or categories of documents to which the Prosecutor wishes to be afforded access, shall explain succinctly how and why such document or documents or the information that they contain is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. The United Nations, acting through the Under-Secretary-General for Peacekeeping Operations, may, on its own initiative make available to the Prosecutor documents held by UNOCI that the United Nations may have reason to believe may be of use to the Prosecutor in connection with his or her investigations.

6. The United Nations shall endeavour, wherever possible, to accede to the Prosecutor's requests by providing the document or documents to which the Prosecutor wishes to be afforded access and by not placing any conditions, limitations, qualifications or exceptions on their disclosure.

7. Where a document requested contains information the disclosure of which would:

- (a) endanger the safety or security of any person, or
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies, or
- (c) violate an obligation of confidentiality owed by the United Nations to a third party, or
- (d) violate or interfere with the privacy of a third person, or
- (e) undermine or compromise the free and independent decision-making processes of the United Nations, or
- (f) endanger the security of any Member State of the United Nations,

the United Nations shall nevertheless endeavour, wherever possible, to provide the document concerned to the Prosecutor. To this end, the United Nations may request the order by the Court of appropriate measures of protection in respect of the document or, in the absence of such measures, may place conditions, limitations, qualifications or exceptions on the disclosure of the document or on specified parts of its contents, including the introduction of redactions, for the purpose of preventing the disclosure of information of one or other of the kinds described above in a manner that would endanger the safety or security of any person or be detrimental to the interests of the United Nations or its Member States or place the United Nations in violation of its obligations.

8. Where it considers there is no other practicable way in which it can respond positively to the Prosecutor's request, the United Nations may, on an exceptional basis, provide documents to the Prosecutor subject to the arrangements and protections provided for in Article 18, paragraph 3, of the Relationship Agreement. In such an eventuality, the provisions set out in Annex F to this MOU shall apply.

9. It is understood that, in the normal course of events, the United Nations will provide the Prosecutor with photocopies of documents held by UNOCI and not with original versions. The United Nations is, nevertheless, prepared, in principle, to make available to the Prosecutor, on a

temporary basis, the original versions of specific documents, should the Prosecutor indicate that such original versions are needed for evidentiary or forensic reasons. Requests for such original versions shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The United Nations undertakes to endeavour to accede to such requests whenever possible. It is nevertheless understood that the United Nations shall be free to decline any such request or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. It is further understood that the agreement of the United Nations to make available original versions of documents may only be given in writing, by the Under-Secretary-General for Peacekeeping Operations.

10. For the purposes of this Article, documents are understood to include communications, notes and records in written form, including records of meetings and transcripts of audio- or video-taped conversations, facsimile transmissions, electronic mail, computer files and maps, whether generated by members of UNOCI or received by UNOCI from third parties.

11. References in this Article to documents are to be understood to include other recorded forms of information, which may be in the form, inter alia, of audiotapes, including audiotapes of radio intercepts, video recordings, including video recordings of crime scenes and of statements by victims and potential witnesses, and photographs.

12. Without prejudice to Article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this Article shall include, inter alia:

- (a) the costs of copying documents provided to the Prosecutor;
- (b) the costs of transmitting those copies to the Prosecutor;
- (c) costs incurred in, or necessarily incidental to, making available and transmitting to the Prosecutor original versions of documents pursuant to paragraph 9 of this Article.

13. References in paragraphs 4, 5 and 9 of this Article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

14. References in this Article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

Article 10 **Interview of members of UNOCI**

1. The United Nations undertakes to cooperate with the Prosecutor by taking such steps as are within its powers and capabilities to make available for interview by the Prosecutor members of UNOCI whom there is good reason to believe may have information that is likely to be of assistance to the Prosecutor in the conduct of his or her investigations and that cannot reasonably be obtained by other means or from some other source. It is understood that, in the

case of interviews conducted on the territory of Côte d'Ivoire, UNOCI will only so cooperate with the prior written consent of the Government.

2. Requests by the Prosecutor to interview members of UNOCI shall be communicated in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify the member of UNOCI whom the Prosecutor wishes to interview, identify with a reasonable degree of specificity the category or categories of information that the Prosecutor believes that the member of UNOCI concerned might be able to provide, explain succinctly how and why such information is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police or military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Under-Secretary-General for Peacekeeping Operations to a request to interview a police or military member of a national contingent assigned to UNOCI's police or military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for him or her to be interviewed.

6. Whenever so requested by the Under-Secretary-General for Peacekeeping Operations, the Prosecutor shall accept the presence of a representative of the United Nations at and during the interview of a member of UNOCI. The Under-Secretary-General for Peacekeeping Operations shall provide reasons in writing for any such request.

7. The Prosecutor shall, as soon as possible after the interview of a member of UNOCI, provide both the Under-Secretary-General for Peacekeeping Operations and the member of UNOCI concerned with a written transcript of the interview or the interview record.

8. It is understood that, unless otherwise expressly stated by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI who may be interviewed by the Prosecutor are not at liberty to disclose to the Prosecutor information the disclosure of which would:

- (a) endanger the safety or security of any person;
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies;
- (c) violate an obligation of confidentiality owed by the United Nations to a third party;
- (d) violate or interfere with the privacy of a third person;

- (e) undermine or compromise the free and independent decision-making processes of the United Nations;
- (f) endanger the security of any Member State of the United Nations.

9. In the event that a member of UNOCI who is interviewed by the Prosecutor discloses to the Prosecutor during the interview without specific authorization from the Under-Secretary-General for Peacekeeping Operations information of one or other of the kinds specified in the preceding paragraph, the Prosecutor, at the request of and in consultation with the Under-Secretary-General for Peacekeeping Operations, shall take the necessary measures to ensure the confidentiality of that information, to restrict its availability within his or her Office on a strictly "need to know" basis and, as necessary, to request that necessary measures be taken by the Court to prevent its onward disclosure. In the event that the Prosecutor him/herself has reason to believe that the member of UNOCI concerned has disclosed such information during the interview, he or she shall immediately so notify the Under-Secretary-General for Peacekeeping Operations and, pending his or her response, shall take necessary measures to ensure the confidentiality of that information.

10. It is understood that members of UNOCI who may be interviewed by the Prosecutor are not at liberty to provide the Prosecutor with copies of any confidential documents of the United Nations that might be in their possession. It is further understood that, if the Prosecutor wishes to obtain copies of such documents, he or she should direct any request to that end to the Under-Secretary-General for Peacekeeping Operations in accordance with Article 9, paragraph 2, of this MOU. At the same time, it is understood that, unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI are at liberty to refer to such documents and, subject to paragraph 8 of this Article, to disclose their contents in the course of their interview.

11. The provisions of this Article shall also apply with respect to the interview by the Prosecutor of:

- (a) former members of UNOCI;
- (b) contractors engaged by the United Nations or by UNOCI to perform services or to supply equipment, provisions, supplies, materials or other goods in support of UNOCI's activities ("contractors");
- (c) employees of such contractors ("employees of contractors").

12. The Court shall bear all costs incurred in connection with the interview of members of UNOCI.

13. The provisions of this Article shall not apply to cases in which the Prosecutor wishes to interview a member of UNOCI who the Prosecutor has reason to believe may be criminally responsible for a crime within the jurisdiction of the Court.

14. References in paragraphs 4, 5, 6, 8 and 9 of this Article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

15. References in this Article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

Article 11
Testimony of members of UNOCI

1. Requests by the Prosecutor for the testimony of officials of the United Nations assigned to serve with UNOCI are governed by Article 16 of the Relationship Agreement. That Article shall also apply *mutatis mutandis* with respect to requests by the Prosecutor for the testimony of other members of UNOCI, including United Nations Volunteers, military observers, military liaison officers, civilian police, experts performing missions for the United Nations and military members of national contingents assigned to serve with UNOCI's military component.
2. Requests by the Prosecutor for the testimony of members of UNOCI shall be communicated in writing to the Legal Counsel of the United Nations and shall be simultaneously copied to the Under-Secretary-General for Peacekeeping Operations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.
3. Requests shall identify the member of UNOCI whom the Prosecutor wishes to testify, identify with a reasonable degree of specificity the matter or matters on which the Prosecutor wishes the member of UNOCI concerned to testify, explain succinctly how and why such testimony is relevant to the Prosecutor's case and explain why testimony on the matter or matters concerned cannot reasonably be obtained from some other source.
4. It is understood that only the Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs may, on behalf of the Secretary-General, can execute the waiver contemplated in Article 16 of the Relationship Agreement in respect of a member of UNOCI. It is further understood that any such waiver must be executed in writing.
5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police and military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Legal Counsel of the United Nations or of the Assistant Secretary-General for Legal Affairs to a request for the testimony of a police or military member of a national contingent assigned to UNOCI's police or military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for his or her testimony.
6. The provisions of this Article shall also apply with respect to the testimony of:
 - (a) former members of UNOCI;
 - (b) contractors;
 - (c) employees of contractors.

7. The Court shall bear all costs incurred in connection with the testimony of members of UNOCI.
8. The provisions of this Article shall not apply to cases in which the Court seeks to exercise its jurisdiction over a member of UNOCI who may be alleged to be criminally responsible for a crime within the jurisdiction of the Court.
9. References in this Article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

Article 12
Assistance in Tracing Witnesses

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may assist the Prosecutor by taking such steps as may be within its powers and capabilities to identify, trace and locate witnesses or victims not members of UNOCI whom the Prosecutor wishes to contact in the course of his or her investigations and who there is good reason to believe may be present in UNOCI's areas of deployment. UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the risks to victims or witnesses that may arise from any attempt by UNOCI to identify, trace or locate them, as well as any attendant risks to their families, dependants or third parties.
2. The Prosecutor shall make requests for assistance under this Article in writing. When making such requests, he or she shall provide UNOCI in writing with an evaluation of the risks of which he or she is aware that are likely to be attendant on any attempt to identify, trace or locate the victims or witnesses concerned. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.
3. UNOCI shall not be responsible for the safety or security of any witnesses or victims whom it may endeavour to identify and locate pursuant to this Article, nor shall it be responsible for the safety or security of their families or dependants or of any third parties.

Article 13
Assistance in Respect of Interviews

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may agree to allow the Prosecutor to conduct on UNOCI premises interviews of witnesses who are not members of UNOCI and who are voluntarily cooperating with the Prosecutor in the course of his or her investigations. UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the availability of suitable alternative locations for the conduct of such interviews.
2. The Prosecutor shall make requests for assistance under this Article in writing. When making such requests, he or she shall explain in writing why the use of UNOCI premises is being sought and shall provide UNOCI in writing with an evaluation of the risks attendant on the

interview of the witness concerned of which he or she may be aware. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. It shall be a condition to the interview of any witness on UNOCI premises pursuant to this Article that a staff member/official of the Office of the Prosecutor accompany the witness throughout the time that he or she is present on UNOCI premises.

4. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any staff/officials of the Office of the Prosecutor or of any witnesses while they are on UNOCI premises for the purpose of the conduct of interviews pursuant to this Article.

Article 14

Assistance in the preservation of physical evidence

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may assist the Prosecutor, by storing items of physical evidence for a limited period of time in secure rooms, closets or safes on UNOCI premises.

2. The Prosecutor shall make such requests in writing. In making such requests, the Prosecutor shall specify the items of physical evidence whose storage is sought, where their storage is sought and for how long. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Prosecutor of the date on which storage can be provided, where and for how long.

3. Notwithstanding UNOCI's previous accession to a request to store a particular item of evidence, UNOCI may, at any time and upon giving reasonable notice in writing, require the Prosecutor to remove that item from its premises.

4. It is understood that the risk of damage to, or deterioration or loss of, items of physical evidence during their storage by UNOCI shall lie with the Prosecutor. The Prosecutor hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such items of physical evidence.

Article 15

Arrests, searches and seizures and securing of crime scenes

1. UNOCI confirms to the Prosecutor that it is prepared, in principle and consistently with its mandate, to give consideration, on a case-by-case basis, to requests from the Government to assist the Government in:

- (a) carrying out the arrest of persons whose arrest is sought by the Court;
- (b) securing the appearance of a person whose appearance is sought by the Court;
- (c) carrying out the search of premises and seizure of items whose search and seizure are sought by the Court;

it being understood that UNOCI, if and when it accedes to such requests to assist the Government, does not in any way take over responsibilities that lie with the Government.

2. UNOCI confirms to the Prosecutor that it is prepared, in principle and consistently with its mandate, to secure the scenes of possible crimes within the jurisdiction of the Court (crime scenes) which it may encounter in the course of carrying out its mandate, pending arrival of the relevant authorities of Côte d'Ivoire. UNOCI shall notify the Prosecutor as soon as possible of the existence of any such crime scene. UNOCI further confirms to the Prosecutor that it is prepared, in principle where consistent with its existing authorities and responsibilities, to give consideration to requests for assistance whether from the Prosecutor or the Government to assist the Government in securing and preserving the integrity of such crime scenes, pending arrival of staff/officials of the Office of the Prosecutor, and thereafter, if requested by the Government or the Prosecutor.

CHAPTER IV: SECURITY

Article 16 **Security Arrangements**

1. The provisions of this Article are supplemental and additional to those of the MOU on Security Arrangements and shall be understood to be without prejudice to, and not to derogate in any manner from, its terms. The Special Representative of the Secretary-General for Côte d'Ivoire is the Designated Official for Côte d'Ivoire within the meaning of that expression as it appears in the Memorandum of Understanding.

2. At the request of the Prosecutor, UNOCI shall, upon presentation of a valid form of identification, issue to staff/officials of the Office of the Prosecutor, identity cards granting them access to UNOCI facilities as official visitors for the duration of their mission in Côte d'Ivoire. The Prosecutor shall make such requests in writing, at least five (5) working days in advance of the arrival of the staff/officials concerned in Côte d'Ivoire.

3. UNOCI shall permit staff/officials of the Office of the Prosecutor to attend security-related briefings provided by UNOCI, as and when deemed appropriate by the Special Representative of the Secretary-General for Côte d'Ivoire.

4. UNOCI shall, in case of emergency, provide temporary shelter within UNOCI premises to staff/officials of the Office of the Prosecutor who present themselves at such premises and request protection, pending their emergency evacuation or relocation to another country, if necessary.

5. UNOCI confirms to the Prosecutor that, subject to the security of its own members and assets, it is prepared to provide temporary shelter within UNOCI premises to witnesses who are not members of UNOCI and who are cooperating with the Prosecutor in the course of his or her investigations in the event that they come under imminent threat of physical violence and present themselves at such premises and request protection.

6. At the request of the Prosecutor, UNOCI may undertake operations of a limited character to extract witnesses who are not members of UNOCI and who are cooperating with

the Prosecutor in the course of his or her investigations in the event that they come under imminent threat of physical violence. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the proposed operation with its mandate and Rules of Engagement and the capacity of the Government to provide security for the witnesses concerned. UNOCI shall inform the Prosecutor as soon as possible whether or not it accedes to his or her request.

7. Without prejudice to Article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to the preceding paragraph shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicle, vessels or aircraft and of any helicopter or aircraft flying hours.

CHAPTER V: IMPLEMENTATION

Article 17 **Payments**

1. UNOCI shall submit invoices to the Prosecutor for the provision of services, facilities, cooperation, assistance and support under this MOU. It shall do so promptly and, in any event, within 60 (sixty) days of the date on which the services, facilities, cooperation, assistance or support concerned was provided.
2. The Prosecutor shall make payment against such invoices within 30 (thirty) days of the date printed on them.
3. Payment shall be made in United States Dollars, by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

Article 18 **Communications**

1. UNOCI and the Prosecutor shall each designate official contact persons responsible:
 - (a) for making, receiving and responding to requests under Articles 5, 7, 8, 12, 13, 14 and 16 of this MOU for administrative and logistical services, transportation, military support, assistance in tracing witnesses, assistance in respect of interviews, assistance in the preservation of physical evidence, the issuance of identity cards and the extraction of witnesses;
 - (b) for transmitting and receiving medical release forms under Article 6, paragraph 4, of this MOU;
 - (c) for submitting and receiving invoices and for making and receiving payments under Article 17 of this MOU.

These designated official contact persons shall be the exclusive channels of communication on these matters between UNOCI and the Prosecutor.

2. All requests, notices and other communications provided for or contemplated in this MOU shall be made in writing, either in English or in French.

3. All requests and communications provided for or contemplated in this MOU shall be treated as confidential, unless the Party making the request or communication specifies otherwise in writing. The United Nations, UNOCI, and the Prosecutor shall restrict the dissemination and availability of such requests and communications and the information that they contain within their respective organizations or offices on a strictly "need to know" basis, it being understood that the Prosecutor may nevertheless share such requests with the Chambers on an ex parte basis, should this become necessary. The Parties shall also take the necessary steps to ensure that those handling such requests and communications are aware of the obligation strictly to respect their confidentiality.

Article 19 **Consent of the Government**

It shall be the responsibility of the Prosecutor to obtain the prior written consent of the Government, as provided for in Article 5 paragraph 1 (b) and (e), Article 7, paragraphs 4 and 6, Article 8, paragraph 1, Article 10, paragraph 1, Article 12, paragraph 1, Article 13, paragraph 1, and Article 14.

Article 20 **Planning**

The Prosecutor shall regularly prepare and submit to UNOCI a rolling work plan for the three months ahead, indicating the nature and scope of the services, facilities, cooperation, assistance and support that it anticipates requesting from UNOCI pursuant to Articles 5, 7, 8, 9, 11, 13, 14 and 15 of this MOU, as well as the size, timing, location and duration of each of the missions that it anticipates sending to Côte d'Ivoire during that time.

Article 21 **Consultation**

1. The Parties shall keep the application and implementation of this MOU 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 this MOU.

3. Any differences between the Parties arising out or in connection with the implementation of this MOU shall be settled by consultations between the Deputy Prosecutor and the Assistant-Secretary-General for Peacekeeping Operations. If such differences are not settled by such consultations, they shall be referred to the Prosecutor and to the Under-Secretary-General for Peacekeeping Operations for resolution.

Article 22
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. 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, including UNOCI, and their 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, including, but not limited, to invitees of the Office of the Prosecutor, witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising 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 United Nations, including UNOCI, or their officials, agents, servants or employees.

CHAPTER VI: MISCELLANEOUS AND FINAL PROVISIONS

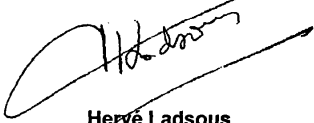

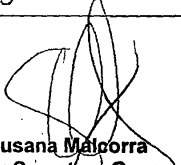
Article 23
Assistance to UNOCI

This MOU does not apply in respect of any activities that the Prosecutor might undertake, at the request of the Special Representative of the Secretary-General for Côte d'Ivoire, in order to assist UNOCI in conducting its own investigations into a particular matter or incident. The terms on which any such assistance is given shall be the subject of separate arrangements between the Prosecutor and UNOCI.

Article 24
Final Provisions

1. This MOU shall enter into force on the date on which it is signed by both of the Parties.
2. This MOU shall remain in force indefinitely, notwithstanding the eventual termination of UNOCI's mandate.
3. This MOU may be modified or amended by written agreement between the Parties.
4. The Annexes to this MOU are an integral part of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signatures.

For and on behalf of the United Nations	For and on behalf of the OTP
 Hervé Ladsous Under-Secretary-General for Peacekeeping Operations Date: 23-1-12	 Luis Moreno-Ocampo Prosecutor Date: 20-1-12
 Susana Malcorra Under-Secretary-General for Field Support Date: 23-1-12	

ANNEX A

**RELEASE FROM LIABILITY IN CONNECTION WITH
USE OF OR PRESENCE IN UN-PROVIDED TEMPORARY OR OVERNIGHT
ACCOMMODATION**

I, the undersigned, hereby recognize that my use of or presence in UN-provided temporary or overnight accommodation is solely for my own convenience and benefit or that of my employer and may take place in areas or under conditions of special risk. In consideration of my being permitted on to or to use such accommodation, I hereby:

- (a) Assume all risks and liabilities during my use of or presence in UN-provided temporary or overnight accommodation;
- (b) Recognize that neither the United Nations, including UNOCI, nor any of its officials, agents, servants or employees is liable for any loss, damage, injury or death that may be sustained by me during my use of or presence in UN-provided temporary or overnight accommodation;
- (c) Agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations and all its officials, agents, servants and employees from any claim or action on account of any such loss, damage, injury or death;
- (d) Agree, for myself as well as for my dependants, heirs and estate, that in the event that I sustain any loss, damage, injury or death during my use of or presence in UN-provided temporary or overnight accommodation for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not my use of or presence in such accommodation is carried out in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution. *

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

"8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. Decides also, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

- (a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support,**

(Date) (Name of staff member /official) (Signature)

(Date) (Name of witness) (Signature)

transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;"

ANNEX B

**RELEASE FROM LIABILITY IN CONNECTION WITH
PROVISION OF MEDICAL SERVICES BY UNOCI**

I, the undersigned, hereby recognize that any and all medical services that may be provided to me by the United Nations or at United Nations medical facilities are solely for my own convenience and benefit or that of my employer and that they may be provided in areas or under conditions of special risk. In consideration of receiving such medical services, I hereby:

- (a) Assume all risk and liabilities in connection with the provision of such medical services;
- (b) Recognize that the United Nations, including UNOCI, and its officials, employees or agents are not liable for any loss, damage, injury or death that may be sustained by me during the provision of such medical services;
- (c) Agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations, including UNOCI, and all of its officials, employees and agents from any claim, suit, liability or demand related to such loss, damage, injury or death;
- (d) Further agree, for myself as well as for my dependants, heirs and estate, that, in the event that I sustain any loss, damage, injury or death arising from or relating to the provision of such medical services for which the United Nations otherwise may be found liable, such liability, if any, shall be subject to the terms of paragraph 8 and 9 of the General Assembly resolution 52/247 of 17 July 1998, whether or not such medical services are provided in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution.*

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

"8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. Decides also, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

(a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(Date)

(Signature of staff member / official)

(Witness)

(Print name of staff member / official)

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;"

ANNEX C**GENERAL RELEASE FROM LIABILITY IN CONNECTION
WITH TRAVEL BY THIRD PARTIES ON UN-PROVIDED AIRCRAFT**

I, the undersigned, hereby recognize that my travel on the aircraft provided by the United Nations that is scheduled to depart from _____ for _____ on _____ 20__ is solely for my own convenience and benefit or that of my employer and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

- (a) Acknowledge that:
 - (i) this flight is operated by an independent operator for the official business and purposes of the United Nations and is not offered as a commercial service or as a service for the general public;
 - (ii) this flight is operated in an area of possibly hazardous conditions, including hostilities;
 - (iii) the operating conditions and facilities for this flight may not meet ICAO or other international or national standards, which could pose special risks for the flight;
 - (iv) no charge has been imposed or paid in relation to my travel on this flight and no "ticket" as understood under the terms of the Warsaw Convention and/or the Montreal Convention or related authorities has been issued; and
 - (v) my travel on this flight is not covered by the Warsaw Convention and/or the Montreal Convention or related authorities;
- (b) Recognize that the officials, employees and agents of the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me during such travel;
- (c) Assume all risks and liabilities during such travel arising out of the conditions under which the flight is operated referred to in sub-paragraphs (a) (i), (ii) and (iii) above and recognize that the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me due to such conditions;
- (d) Agree, for myself as well as for my dependants, heirs and estate, that in the event that I sustain any loss, damage, injury or death during such travel for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not the flight is operated in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution. *

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

"8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was

(Date)

(Signature of passenger)

(Witness)

(Print name of passenger)

discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. *Decides also*, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

(a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;"

ANNEX D

**GENERAL RELEASE FROM LIABILITY IN CONNECTION
WITH TRAVEL BY THIRD PARTIES ON UN-PROVIDED AIRCRAFT**

I, the undersigned, hereby recognize that my travel on the aircraft provided by the United Nations that is scheduled to depart from _____ for _____ on _____ 200_ is solely for the convenience and benefit of the Office of the Prosecutor and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

- (a) Acknowledge that:
 - (i) this flight is operated by an independent operator for the official business and purposes of the United Nations and is not offered as a commercial service or as a service for the general public;
 - (ii) this flight is operated in an area of possibly hazardous conditions, including hostilities;
 - (iii) the operating conditions and facilities for this flight may not meet ICAO or other international or national standards, which could pose special risks for the flight;
 - (iv) no charge has been imposed or paid in relation to my travel on this flight and no "ticket" as understood under the terms of the Warsaw Convention and/or the Montreal Convention or related authorities has been issued; and
 - (v) my travel on this flight is not covered by the Warsaw Convention and/or the Montreal Convention or related authorities;
- (b) Recognize that the officials, employees and agents of the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me during such travel;
- (c) Assume all risks and liabilities during such travel arising out of the conditions under which the flight is operated referred to in sub-paragraphs (a) (i), (ii) and (iii) above and recognize that the United Nations shall not be responsible for any loss, damage, injury or death that may be sustained by me due to such conditions;
- (d) Agree, for myself as well as for my dependants, heirs and estate, that in the event that I sustain any loss, damage, injury or death during such travel for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not the flight is operated in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution. *

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

"8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six

(Date)

(Signature of passenger)

(Witness)

(Print name of passenger)

months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. *Decides also*, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

(a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;”

ANNEX E

**GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF USE OF
UN/UNOCI-PROVIDED GROUND TRANSPORT**

I, the undersigned, hereby recognize that all my travel on United Nations-provided transport is solely for my own convenience and benefit or that of my employer, and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

- (a) Assume all risks and liabilities during such travel;
- (b) Recognize that neither the United Nations nor any of its officials, employees or agents is liable for any loss, damage, injury or death that may be sustained by me during such travel;
- (c) Agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations and all its officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;
- (d) Agree, for myself as well as for my dependants, heirs and estate, that in the event that I sustain any loss, damage, injury or death during such travel for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not such travel takes place in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution. *

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

“8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. Decides also, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

- (a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;**
- (b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;**

Passenger

Date

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation;"

ANNEX F

**DOCUMENTS OR INFORMATION PROVIDED TO THE PROSECUTOR
UNDER ARTICLE 18, PARAGRAPH 3, OF THE RELATIONSHIP AGREEMENT**

1. The following provisions shall apply wherever the Under-Secretary-General for Peacekeeping Operations specifies in writing that a document held by UNOCI is being provided to the Prosecutor in accordance with and subject to the protections provided for in Article 18, paragraph 3, of the Relationship Agreement.
2. The United Nations will affix to the document so provided a stamp clearly marking it as "Article 54 Confidential — United Nations (UNOCI)".
3. The Prosecutor shall restrict the availability of the document within his or her Office on a strictly "need to know" basis. He or she shall also respect the safety of the sources of the document and of the information that it contains and shall refrain from any action that might place those sources or their families in danger. Subject to these restrictions and conditions, it is understood that the document is provided to the Prosecutor for the purpose of generating new evidence in connection with any investigations that he or she may conduct into crimes within the jurisdiction of the Court which may have been committed on the territory of the Côte d'Ivoire since 28 November 2010.
4. In the event that the Prosecutor subsequently wishes to disclose the document to another organ of the Court or to a third party, including to a suspect or to an accused, convicted or sentenced person or to his or her legal representative, the Prosecutor shall:
 - (a) submit a request in writing to the Under-Secretary-General for Peacekeeping Operations for the consent of the United Nations to such disclosure;
 - (b) simultaneously copy any such request to the Legal Counsel of the United Nations;
 - (c) in the request, identify the organ, organs, person or persons to whom it is wished to disclose the document concerned and explain why such disclosure is sought;
 - (d) attach to the request a copy of the document concerned. Such an attachment may take the form of a USB flash drive, compact disc (CD) or digital video disk (DVD) containing a copy of the documents concerned in scanned form
5. The United Nations shall be free, in the case of any such request, either to decline it, or to accede to it without conditions, or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. In particular, the United Nations shall be free to accede to any such request on condition that the document be disclosed in redacted form only and to specify the redactions that shall be made to it for that purpose.
6. The consent of the United Nations to the disclosure of a document that is subject to the provisions of this Annex may only be granted in writing by the Under-Secretary-General for Peacekeeping Operations or by the Assistant Secretary-General for Peacekeeping Operations.
7. In the event that the response of the United Nations to a request for its consent to the disclosure of a document occasions difficulties to the Prosecutor, the Prosecutor and the Under-

Secretary-General for Peacekeeping Operations shall, at the Prosecutor's request, consult with a view to finding an appropriate way to resolve the matter in a manner that accommodates the needs, concerns and obligations of the United Nations and of the Prosecutor.

9. In the event that

- (a) the Prosecutor believes that the document or its contents show or tend to show the innocence of a person who is accused before the Court, or to mitigate his or her guilt, or that they may affect the credibility of the evidence against him or her or are otherwise material to the preparation of his or her defence and
- (b) the United Nations does not consent to the disclosure of the document to the accused, or
- (c) the United Nations consents to the disclosure of the document to the accused, but in redacted form,

the Prosecutor may nevertheless disclose a copy of the document concerned in unredacted form to the judges of the Chamber which is adjudicating in the case of the accused for their review, in closed session and on an *ex parte* basis. Neither the accused or his or her defence team, nor the victims or their legal representatives will therefore be present at that review.

10. It is understood that the judges will be able to retain that copy for the entirety of the trial.

11. In the event that a Chamber finds

- (a) in a document which remains subject to non-disclosure or
- (b) in any of the redacted elements of a document which is subject to disclosure in redacted form

information that it considers must be made available to the accused and his or her defence team, the United Nations will agree to make that information available to the accused and his or her defence team through the provision of a narrative summary. That narrative summary shall be prepared by the Office of the Prosecutor and shall be subject to review and clearance by the United Nations. The judges of the Chamber will be able to compare the narrative summary against the copy of the document which remains subject to non-disclosure (or, as the case may be, the unredacted copy of the document that remains subject to disclosure in redacted form) for the purposes of verifying its accuracy and adequacy.

12. In the event that the provision of a narrative summary of a particular non-disclosed document or of a redacted element of a redacted document is found not to be feasible or is thought to be inadequate, the United Nations will be willing to consider conditions under which the relevant information contained in that document or its redacted element may be made available to the accused and his or her defence team. Applying by analogy the modalities envisaged in article 72, paragraph 5, of the Rome Statute, these might include, *inter alia*, limitations on disclosure, use of *in camera* and *ex parte* proceedings — such as the provision to the accused and his or her defence team of relevant parts of a non-disclosed document or viewing of a copy of the non-disclosed document or of the unredacted version of a redacted document by the accused and his or her defence team in closed session and on an *ex parte*

basis — and/or any other protective measures permissible under the Rome Statute and the Court's Rules of Procedure and Evidence.

13. Without prejudice to its continuing protection under Article 18, paragraph 3, of the Relationship Agreement, the United Nations shall also consent to an unredacted copy of a document which remains subject to non-disclosure or to disclosure in redacted form being provided to the judges of the Appeals Chamber for their review, if and when this should become necessary. In this way, the judges of the Appeals Chamber will be able to consider in a similar, non-redacted form all of the materials that were available to the Trial Chamber.

14. If, at any point during the proceedings before the Chambers of the Court, the United Nations, acting through the Office of Legal Affairs, so requests, the Prosecutor shall take all possible steps to facilitate and assist the United Nations in making representations directly to the Chambers with respect to:

- (a) any of these arrangements or their implementation or
- (b) the reasons why the United Nations considers them necessary and justified or,
- (c) more generally, the measures necessary to protect the confidentiality of the contents of any non-disclosed document or of any redacted element of any redacted document.

15. If, for any reason and at any point during any of the proceedings

- (a) the contents of a document which remains subject to non-disclosure and which has been specifically designated for this purpose by the Under-Secretary-General for Peacekeeping Operations, or the contents of the redactions to a redacted documents that has been so designated, should, without the prior consent of the United Nations, be made or become known to the accused and his or her defence team or
- (b) it is anticipated that this is going to occur,

the Prosecutor shall

- (c) immediately inform the United Nations, through the Office of Legal Affairs, by the fastest means possible and
- (d) ensure that appropriate measures are immediately taken by the Court to protect the sources of the information identified in, or that might be identifiable from, the document or those contents, together with their families, including by relocating or securing their relocation, with their consent, to a State where they will be safe.