



CO-OPERATION AGREEMENT

I. GENERAL PART

1. *Parties.* The Norwegian Centre for Human Rights (“NCHR”) and the International Criminal Court (“ICC”) have agreed to the following Co-operation Agreement.
2. *Objective of the Co-operation Agreement.* The objective of the present Agreement is the performance of co-operation activities related to the development, maintenance and implementation of aspects of the *Legal Tools Project*. It covers tasks to be performed by the NCHR based on a common understanding and in close co-operation with the ICC.
3. *Structure of the Co-operation Agreement.* Part I sets out the general rights and obligations of the parties. Part II defines the nature of the co-operation activities and the expected deliverables. An Operational Protocol may be annexed to this Agreement providing technical detail on the co-operation activities related to specific Legal Tools. It will be an integral part of the Agreement.
4. *Duration.* The present agreement shall come into effect when signed by the parties. It shall expire two (2) years after it comes into effect, with the possibility of extension. During the course of the Agreement, the parties shall keep each other informed of the progress of the work and take steps to ensure an optimum outcome. Any modifications and additions to this Agreement or the Operational Protocol require the prior written agreement of both parties.
5. *Amendment and termination.* The parties may terminate the Agreement for cause, in part or in its entirety, upon thirty (30) days notice, in writing, to the other party. In the event of the premature termination of the Agreement, the NCHR shall notify the ICC of the progress of the development, maintenance or implementation activities up to that date and deliver to the ICC all content developments and/or technical solutions developed to the date of the termination of the Agreement. At any time after the entry into force of the Agreement, both parties may propose amendments to the Agreement. The party proposing the amendment shall communicate such amendments to the other party in writing. If the other party does not object to the proposed amendment(s) within thirty (30) days of the receipt thereof, such amendment(s) will automatically become part of the Agreement.
6. *Duty of the NCHR.* The NCHR shall exercise due diligence in respecting and protecting the interests of the ICC as the creator and developer of the *Legal Tools Project*, and shall not disclose or disseminate the Legal Tools in whole or in part without the prior written approval of the ICC. The NCHR shall give the ICC full access to the information linked to their work processes through site visits, meetings, the provision of progress reports and any other means deemed appropriate by the ICC. The ICC shall undertake a general assessment of the compliance of the NCHR with this Agreement twice a year and six (6)

months prior to the expiry of the Agreement. Costs related to ICC travel, assessments and evaluations shall be covered by the ICC.

7. *Duty of the ICC.* The Legal Tools Advisory Committee (“LTAC”) shall provide such guidance and advice to the NCHR as may be necessary for the proper development, maintenance and implementation of the Legal Tools specified in Part II. For the same purpose, the LTAC shall facilitate the communication to the NCHR of contents collected by other partners that are relevant to the Legal Tools for the development, maintenance and implementation of which the NCHR commits to co-operate under the Agreement.
8. *Recognition accorded to the NCHR.* In recognition of the co-operation activities performed by the NCHR, the NCHR will be given credit on the ICC Legal Tools website, its involvement will be mentioned in the official reports on the activities of the ICC, and a link to the NCHR will be created on the ICC Legal Tools website. The NCHR similarly has the right to publicly promote the co-operation activities through relevant means of communication such as the NCHR website, publications, teaching and contact with the media.
9. *Interaction between the NCHR and the ICC.* A Consultant, designated by the ICC (“the Consultant”), shall liaise with the NCHR to ensure that the NCHR implements the Operational Protocol, enforces adequate quality control mechanisms, and that it receives, understands and implements the guidance coming from the Court users through the LTAC. The Consultant will interact with the LTAC, the ICC-OTP Legal Advisory Section and the ICC-OTP Services Section to ensure that the NCHR receives adequate assistance and support from the Court.
10. *Intellectual property.* Each party is, and shall remain, the owner of its (protected and un-protected) intellectual property existing at the time the present Agreement is signed. The parties grant each other, for the duration of the Agreement, a gratuitous, non-transferable and non-exclusive right of use in respect of such pre-existing intellectual property, insofar as this is necessary for the purposes of the execution of the co-operation activities defined in Part II and the Operational Protocol and to the extent that there is no conflict with third-party rights. For purposes outside or after the completion of this Agreement, the parties may grant each other rights of use in respect of such pre-existing intellectual property on conditions to be individually determined in writing. By the signature of this Agreement, the intellectual property of the contents and technical solutions developed by either party to this Agreement or by the parties acting together in compliance with this Agreement will automatically accrue to the ICC. Unless specifically authorised by the Court, the NCHR shall not use the name “International Criminal Court” or its abbreviation (ICC-CPI) for commercial purposes.
11. *Obligation of confidentiality.* All information, documents and other data pertaining to the ICC which the NCHR becomes aware of in connection with the Agreement and its association with the ICC shall be treated as confidential by the NCHR unless such information has already been made public by the ICC. Such information shall be protected from unauthorized access by third parties unless written permission is received from the ICC. This obligation continues to apply following the expiration of the present Agreement.
12. *Research and activities at NCHR.* The NCHR retains the right for researchers and programme staff employed by the NCHR to use in its research and teaching the content and implementation of the Legal Tools mentioned in paragraphs 22-23 and 25-32 below. The

Means of Proof Document (paragraph 24 below) is only available to authorised *Case Matrix* users through the *Matrix*. Based upon approval in writing by the ICC, the NCHR may also use selected content of the *Legal Tools Project* in its programme implementation.

13. *Publication of the Legal Tools.* The ICC commits itself to have published documents collected by the NCHR for the *Legal Tools Project* free of charge to the general public through the ICC Legal Tools website. In the event the ICC fails to publish this content, the NCHR retains the right to publish in whole or in part, free of charge to the general public, the documents collected by the NCHR with regard to the following Legal Tools:

- *International legal instruments;*
- *International(ised) criminal judgements;*
- *International(ised) criminal jurisdictions;*
- *National jurisdictions as specified in paragraph 29 below;*
- *National cases involving core international crimes as specified in paragraph 30 below;*
- *Human rights decisions.*

14. *Insurance.* The NCHR shall maintain adequate insurance against all risks in respect of its property, personnel and any equipment used for the execution of this Agreement. It shall maintain adequate liability insurance to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the activities performed under this Agreement or the operation of any vehicles or equipment owned or leased by the NCHR or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement. The ICC shall not be responsible for the accidents suffered or occasioned by NCHR during the performance of this Agreement. The NCHR shall indemnify the ICC in respect of any claims made against the ICC as a result of such losses

15. *Dispute resolution.* The parties shall use their best efforts to settle amicably any dispute arising out of this Agreement. Where the parties wish to see such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules or according to such other procedure as may be agreed between the parties. If no amicable settlement is reached within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, the dispute shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

16. *Applicable law.* This Agreement shall be governed by and construed in accordance with the principles of international law and the ICC shall not be subject to national law nor submit to the jurisdiction of any national court. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the ICC.

II. CO-OPERATION ACTIVITIES COVERED BY THIS AGREEMENT

17. *Legal Tools regarding which co-operation is committed by NCHR.* The NCHR commits its co-operation to the content or technical development and implementation of the following Tools, as described herein:
- a. *On Legal Tools;*
 - b. *Basic ICC Documents;*
 - c. *Means of Proof Document;*
 - d. *ICC "Preparatory Works" Database;*
 - e. *International legal instruments;*
 - f. *International(ised) criminal judgements;*
 - g. *International(ised) criminal jurisdictions;*
 - h. *National jurisdictions as specified in paragraph 29 below;*
 - i. *National cases involving core international crimes as specified in paragraph 30 below;*
 - j. *Publicists;*
 - k. *Human rights decisions.*
18. *Content development co-operation.* The NCHR commits its co-operation to developing the content of the Tools described in paragraphs 22 to 32 below, as explained therein and by the ICC. At a minimum, the development of the content of the Tools will involve one or more of the following activities:
- a. Updating the content of the Tool concerned, by analyzing, comparing and incorporating recent developments in international criminal substantive and procedural law.
 - b. Ensuring the consistency of the content and the structure of the Tool concerned.
19. *Content implementation co-operation.* The NCHR commits its co-operation to implementing the content developed for the Tools described in paragraphs 22 to 30.d below, as explained therein and by the ICC. At a minimum, the implementation of the content developed by NCHR or a third party for each Tool will involve incorporating such content into the latest version of the *Legal Tools Project*, including the *Case Matrix*, through the electronic means detailed by the ICC.
20. *Technical development co-operation.* The NCHR commits its co-operation to developing the necessary technical solutions for the Tools described in paragraphs 22 to 30.d below, as explained therein and by the ICC. The development of technical solutions for the Tools may involve providing summaries, tables of contents, indexes of the materials contained in the Tool concerned, metadata and keywords as may be required by the electronic version of the *Legal Tools Project*.
21. *Technical implementation co-operation.* The NCHR commits its co-operation to implementing the technical solutions for the Tools described in paragraphs 22 to 30.d below, as explained therein and by the ICC. At a minimum, the implementation of technical solutions for the Tools will involve one or several of the following activities:

- a. Verifying the functionality of such technical solutions for their successful delivery to the Court.
 - b. Incorporating such technical solutions into the most recent version available of the *Legal Tools Project*.
22. *On Legal Tools*. This Tool is a guide to the *Legal Tools Project*, providing an explanation of the structure and functions and the timeline for the release of each legal tool. Regarding this Tool, the NCHR commits its co-operation for the following purposes:
- a. *Content development*: The NCHR shall draft the parts of the guide concerning those Tools for which it has committed its co-operation pursuant to paragraph 17 above.
 - b. *Content implementation*: The NCHR shall co-ordinate the contributions of other outsourcing agencies to this Tool and incorporate the resulting updated Tool into the most recent version of the *Legal Tools Project*.
23. *Basic ICC Documents*. This Tool is a repository of basic ICC documents and ICC decisions. Regarding this Tool, the NCHR commits its co-operation for the following purposes:
- a. *Technical implementation*: The NCHR shall test and incorporate into the most recent version of this Tool the technical solution developed by a third party providing a single hyperlinked platform for the documents contained in this Tool.
 - b. *Technical development*: The NCHR shall provide metadata and keywords for the materials contained in the Tool as may be required by the ICC for the electronic version of the Tool and by order of priority as agreed between the ICC and the NCHR.
24. *Means of Proof Document*. This Tool is an evidentiary guide to each element of the crimes and legal requirement of the modes of liability in the ICC Statute. Regarding this Tool, the NCHR commits its co-operation for the following purposes:
- a. *Content development*: in co-operation with the editor of this Tool, the NCHR shall assist with the content development, updating and maintenance of the Tool by identifying, analyzing, incorporating, explaining and comparing sources of international criminal law relevant to the Means of Proof Document, including expanding the number of sources and the extent of commentary in the Tool.
 - b. *Content implementation*: in co-operation with the editor of this Tool, the NCHR shall incorporate the content developed for this Tool by the NCHR into the latest version of the *Case Matrix* through the electronic means detailed by the Court.
 - c. *Technical development*: in co-operation with the editor of this Tool, the NCHR shall create tables of content and an index for the Tool.
 - d. *Technical implementation*: in co-operation with the editor of this Tool, the NCHR shall test and incorporate into the most recent version of this Tool the technical solution developed by a third party providing the necessary hypertext technology to

electronically connect the content of this Tool to the content of other relevant Legal Tools, such as the Legal Tools on *International(ised) criminal judgements, National cases involving core international crimes, the Elements Commentary and Publicists*, in particular when the latter content is used as a source for the content development of this Tool.

25. *ICC “Preparatory Works” Database*. This Tool is a repository of official and unofficial documents related to the negotiation and drafting of the ICC Statute, the Rules of Procedure and Evidence and the Elements of Crimes. Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall collect, categorize and include in the Tool those “preparatory works” documents missing, including contributions to the Tools received from any source.
- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by the NCHR into the last version of the *Legal Tools Project* through the electronic means detailed by the ICC.

26. *International legal instruments*. This Tool contains the full text of key international treaties and documents in areas of, *inter alia*, human rights, international criminal law, international humanitarian law and public international law. Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall update this Tool with amended or most recent versions of the documents contained therein and shall complete it with newly created international instruments relevant to the content of the Tool.
- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.

27. *International(ised) criminal judgements*. This Tool contains the full text of all indictments and judgements issued by the International Military Tribunals sitting in Nuremberg and Tokyo, the ICTY, the ICTR, UNMIK courts and tribunals, the Bosnian War Crimes Chambers, the Special Court for Sierra Leone, the East Timor Panels for Serious Crimes, the Iraqi High Tribunal and the Cambodia Extraordinary Chambers, together with a selection of the most relevant decisions rendered by each of these international(ised) criminal jurisdictions. Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall collect, categorize and include in this Tool new relevant decisions issued by the tribunals considered in this Tool and shall otherwise complete the Tool by incorporating currently missing decisions that the NCHR may obtain from any source. This shall *not* include decisions concerning World War II core international crimes.
- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.

- c. *Technical development*: The NCHR shall create summaries and provide metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
 - d. *Technical implementation*: The NCHR shall test and incorporate into the most recent version of this Tool the technical solution developed by a third party providing the necessary hypertext technology to electronically connect the decisions contained in the Tool to each other and to other decisions collected in the Tool containing *National cases involving core international crimes*. The NCHR shall also incorporate to the most recent version of this Tool the common system of keywords, indexes and other knowledge management documents developed by the agencies participating in this Tool for the purposes of its electronic version.
28. *International(ised) criminal jurisdictions*. This Tool contains the primary law of the International Military Tribunals sitting in Nuremberg and Tokyo, the ICTY, the ICTR, UNMIK courts and tribunals, the Bosnian War Crimes Chambers, the Special Court for Sierra Leone, the East Timor Panels for Serious Crimes, the Iraqi High Tribunal and the Cambodia Extraordinary Chambers, together with relevant documents, reports and academic articles on each of the mentioned jurisdictions. Regarding this Tool, the NCHR commits its co-operation for the following purposes:
- a. *Content development*: The NCHR shall update and complete this Tool with the primary law of the institutions.
 - b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by the NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.
 - c. *Technical development*: The NCHR shall provide, metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
 - d. *Technical implementation*: The NCHR shall incorporate into the most recent version of this Tool the system of keywords, indexes and other knowledge management documents developed by the NCHR for the purposes of the electronic version of this Tool.

29. *National jurisdictions*. This Tool provides an overview of each national legal system and the information necessary for effective comparative criminal law and criminal procedure research. Regarding this Tool, the NCHR will collect information from the following regions and states:

Europe: Denmark, Finland, France, Iceland, Norway and Sweden.

Asia: Afghanistan, Cambodia, China, Indonesia, Nepal, Solomon Islands, Timor-Leste and Vietnam.

Sub Saharan Africa: Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Republic of the Congo, Côte d'ivoire, Democratic Republic of the Congo, Equatorial Guinea, Eritrea, Ethiopia, Djibouti, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali,

Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, Swaziland, Togo, Uganda, United Republic of Tanzania, Zambia and Zimbabwe.

Changes in the list of states shall be approved in writing by both parties.

Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall collect information regarding these States. Information will be collected regarding States not yet featured in this Tool and information on the States already featured in the Tool will be maintained by adding updated relevant documents. The NCHR shall also ensure the consistency of the structure of the information contained in the Tool for each State featured therein.
- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by the NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.
- c. *Technical development*: The NCHR shall provide metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
- d. *Technical implementation*: the NCHR shall incorporate into the most recent version of this Tool the system of keywords, indexes and other knowledge management documents developed by NCHR for the purposes of the electronic version of this Tool.

30. *National cases involving core international crimes*. This Tool is a repository of the most relevant decisions issued by domestic courts and tribunals concerning genocide, crimes against humanity and war crimes, both in civil and criminal matters. Regarding this Tool, the NCHR will collect decisions from the following states:

Europe: Denmark, Finland, France, Iceland, Norway and Sweden.

Asia: Afghanistan, Cambodia, China, Indonesia, Nepal, Solomon Islands, Timor-Leste and Vietnam.

Sub Saharan Africa: Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Republic of the Congo, Côte d'Ivoire, Democratic Republic of the Congo, Equatorial Guinea, Eritrea, Ethiopia, Djibouti, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, Swaziland, Togo, Uganda, United Republic of Tanzania, Zambia and Zimbabwe.

Changes in the list of states shall be approved in writing by both parties.

Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR will maintain this Tool updated by collecting, categorizing and including new decisions relevant to the Tool and shall otherwise

complete the Tool with relevant decisions not yet included therein. The NCHR shall provide summaries and/or analyses of each decision included in the Tool. This shall *not* include decisions concerning World War II core international crimes.

- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.
- c. *Technical development*: The NCHR shall create summaries and provide metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
- d. *Technical implementation*: The NCHR shall test and incorporate into the most recent version of this Tool the technical solution developed by a third party providing the necessary hypertext technology to electronically connect the decisions contained in the Tool to each other and to other decisions collected in the Tool containing *International(ised) criminal judgements*. The NCHR shall also incorporate into the most recent version of this Tool the common system of keywords, indexes and other knowledge management documents developed by the agencies participating in this Tool for the purposes of its electronic version.

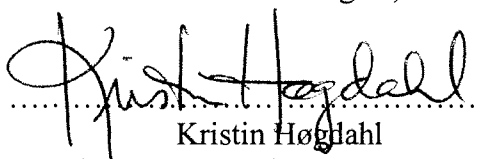
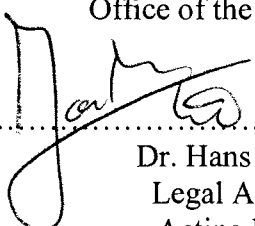
31. *Publicists*. This Tool is a repository of selected scholarly articles and opinions on topics relevant to the research questions that confront the ICC. Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall search for, collect, categorize and include new or otherwise not yet included academic works relevant to the current content of the Tool.
- b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by the NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.
- c. *Technical development*: The NCHR shall create summaries, tables of contents, indexes, metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
- d. *Technical implementation*: The NCHR shall incorporate to the most recent version of this Tool the system of keywords, indexes and other knowledge management documents developed by the NCHR for the purposes of the electronic version of this Tool.

32. *Human rights decisions*. This Tool is a repository of human rights decisions from United Nations human rights mechanisms and regional human rights mechanisms in Africa, Europe and the Americas. Regarding this Tool, the NCHR commits its co-operation for the following purposes:

- a. *Content development*: The NCHR shall search for, collect, categorize and include new or otherwise not yet included decisions relevant to the current content of the Tool according to priorities specified by the ICC.
 - b. *Content implementation*: The NCHR shall incorporate the content developed for this Tool by the NCHR into the latest version of the *Legal Tools Project* through the electronic means detailed by the ICC.
 - c. *Technical development*: The NCHR shall create summaries and provide metadata and keywords for the materials contained in the Tool as may be required by the electronic version of the Tool and by order of priority as specified by the ICC.
 - d. *Technical implementation*: The NCHR shall incorporate into the most recent version of this Tool the system of keywords, indexes and other knowledge management documents developed by the NCHR for the purposes of the electronic version of this Tool.
33. The NCHR shall also assist with *Case Matrix* development activities pursuant to the requests and instructions of the Consultant for the external development and implementation of the *Case Matrix*, to the extent that the NCHR has the resources and is otherwise able and willing to do so.

Done on the 15th day of October 2008 in duplicate in the English language.

<p>For the Norwegian Centre for Human Rights,</p>  <p>.....</p> <p>Kristin Høgdahl Director International Programmes</p>	<p>For the International Criminal Court, Office of the Prosecutor</p>  <p>.....</p> <p>Dr. Hans Bevers Legal Adviser Acting Head, Legal Advisory Section</p>
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