



**Cour
Pénale
Internationale**

**International
Criminal
Court**



**Agreement
between
the International Criminal Court
and
the United Nations Latin American Institute for the Prevention of
Crime and the Treatment of Offenders
on Cooperation**

**AGREEMENT BETWEEN THE INTERNATIONAL CRIMINAL COURT AND THE UNITED
NATIONS LATIN AMERICAN INSTITUTE FOR THE PREVENTION OF CRIME AND THE
TREATMENT OF OFFENDERS ON COOPERATION**

The International Criminal Court (hereinafter referred to as the “ICC”) and the United Nations Latin American Institute for The Prevention of Crime and The Treatment Of Offenders (hereinafter referred to as “the ILANUD”),

NOTING the aims and purposes of the ICC and the ILANUD;

RECALLING that under article 87(6) of the Rome Statute of the International Criminal Court adopted on 17 July 1998 by the United Nations Diplomatic Conference of Plenipotentiaries (hereinafter referred to as the “Rome Statute”), the ICC may ask any intergovernmental organisation to provide such forms of cooperation and assistance which may be agreed upon with such an organisation and which are in accordance with its competence or mandate;

DESIRING to establish close relations between the ICC and the ILANUD in order to enhance cooperation and encourage the exchange of knowledge, experience and expertise;

HAVE AGREED as follows:

Article 1

Purpose

This Agreement defines the terms of mutual cooperation between the ICC and the ILANUD in affording each other assistance by exchanging knowledge, experience and expertise inherent to the conduct of their respective mandates, subject to observance of their respective applicable legal frameworks.

Article 2

Definitions

1. For the purposes of this Agreement, “ICC” means the Court established in article 1 of the Rome Statute, without prejudice to the independence of the Office of the Prosecutor as a separate organ of the Court.
2. For the purposes of this Agreement, “the ILANUD” means the United Nations Latin American Institute for the Prevention of Crime and the Treatment of Offenders (ILANUD), and was established in the city of San José, Costa Rica, through an agreement signed on 11 June 1975 between the United Nations (UN) and the Government of the Republic of Costa Rica, by resolution of the Economic and Social Council of the United Nations (Resolutions 731-XXVIII and 1584-L), an agreement that was ratified by the Legislative Assembly through Law No. 6135 of 18 November 1977.
3. The ICC and the ILANUD are hereinafter each indistinctly referred to as “Party” and jointly referred to as “Parties”.

Article 3
Cooperation and consultation

The Parties, with a view to facilitating the effective discharge of their respective mandates, agree to cooperate closely and consult each other on matters of mutual interest, pursuant to the provisions of this Agreement, and in conformity with their respective applicable legal frameworks.

Article 4
Promotion of values

The Parties agree to cooperate by adopting initiatives to promote greater understanding of the principles, values and provisions of the Rome Statute and related instruments.

Article 5
Attendance at meetings and conferences

1. Subject to the applicable legal framework of the ICC, the ILANUD hereby has a standing invitation to attend public court hearings of the ICC and may be invited to attend public meetings and conferences arranged under the auspices of the ICC at which matters of interest to the ILANUD are under discussion.
2. Subject to the applicable legal framework of the ILANUD, the ILANUD may invite the ICC to attend meetings and conferences arranged under its auspices at which matters of interest to the ICC are under discussion.

Article 6
Exchange of information and legal materials

1. Without prejudice to their respective confidentiality obligations, the Parties agree to keep each other informed of their public information and outreach activities pertaining to matters of mutual interest.
2. The Parties agree to arrange for the exchange of other information and legal materials of mutual interest. In particular, upon request and in accordance with its applicable legal framework, the ICC agrees to provide the ILANUD with:
 - (a) copies of the publications contained in the Official Journal of the ICC; and
 - (b) information relating to judgments, orders, and the work of the ICC generally.
3. The ILANUD, upon request and in accordance with its applicable legal framework, agrees to provide the ICC with information relating to the ILANUD and the work of the ILANUD generally.

Article 7
Training

The Parties agree to endeavour, subject to resource availability, to cooperate in conducting training and assistance for personnel, as referred to in article 9 of this Agreement, on topics within their respective mandates, knowledge, experience and expertise, including the following topics:

- (a) Strengthening the rule of law;
- (b) Investigation including collection, preservation and analysis of evidence;
- (c) Prosecution and judicial proceedings;
- (d) Protection of victims and witnesses; and
- (e) Prison management and treatment of detained persons.

Article 8
Temporary mobility of personnel

The Parties agree to cooperate in the temporary mobility of personnel, as referred to in article 9 of this Agreement, for the purpose of exchange of knowledge, experience and expertise, under the terms and within the limits of their respective applicable legal frameworks and resource availability.

Article 9
Status of personnel

The Parties acknowledge and accept that each Party is a separate and distinct entity. The staff members, elected officials, counsel, representatives, agents, consultants, contractors, affiliates, interns and visiting professionals (“personnel”) of the Party acting under this Agreement shall not be considered in any respect or for any purpose whatsoever to be personnel of the other Party.

Article 10
Confidentiality

The personnel of the Parties, as referred to in article 9 of this Agreement, acting under this Agreement, are bound by professional secrecy in relation to all confidential matters. Unless specifically authorised otherwise in writing, all information, documents and materials related to the Parties and their activities, in whatever form or shape, received, acquired, produced, delivered or accessed, shall be treated as confidential, except for information, documents and materials already lawfully in the public domain.

Article 11

Implementation and supplementary agreements or arrangements

1. The Parties shall oversee the implementation of this Agreement, in accordance with their respective competencies.
2. The Parties may enter into such supplementary agreements or arrangements as may be appropriate for the purpose of implementing this Agreement.

Article 12

Financial implications

1. This Agreement does not in and of itself create obligations of a financial nature for either Party.
2. Any costs or expenses incurred by either Party under this Agreement shall be the sole responsibility of that Party, unless otherwise decided in writing by the Parties.
3. All matters relating to resources and their allocation are subject to the respective financial rules and regulations of the Parties.

Article 13

Intellectual property rights

1. This Agreement does not grant or imply, to either Party, rights to or interest in the intellectual property rights of the other Party.
2. In the event that any intellectual property rights that can be protected are created or developed by either Party in relation to any programme, project and/or activity carried out under this Agreement, the Parties shall enter into a separate instrument concerning their ownership and terms of use.

Article 14

Use of name and emblem

The Parties mutually acknowledge that they are familiar with each other's independent, international and impartial status. Neither Party may use the name or emblem of the other, or any abbreviation thereof, without the latter's prior express written approval in each case. In no event may an authorisation to use the name or emblem be granted for commercial purposes.

Article 15

Privileges and immunities

Nothing in or relating to this Agreement constitutes a waiver, express or implied, of any of the privileges and immunities of the Parties.

Article 16
Channel of communication

Unless otherwise designated, and without prejudice to the Office of the Prosecutor mentioned in article 2(1), the channel of communication between the Parties for the purposes of this Agreement is the Registrar of the ICC and the Director of the ILANUD.

Article 17
Amendment and termination

1. This Agreement may be amended with the mutual written consent of the Parties, upon approval by the President of the ICC and the Director of the ILANUD.
2. This Agreement may be terminated by either Party on ninety (90) days' written notice to the other.
3. Notwithstanding paragraph 2 of this article, the provisions of this Agreement survive any termination to the extent necessary to permit the orderly conclusion of programmes, projects and/or activities then in progress within the framework of this Agreement. To this end, the Parties shall ensure that termination does not prejudice ongoing programmes, projects and/or activities and is not detrimental to each other's interests, financial or otherwise.
4. The obligations relating to confidentiality under article 10 do not cease upon termination of the Agreement.

Article 18
Settlement of disputes

Any dispute about the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

Article 19
Entry into force

This Agreement enters into force upon its signature by both the President of the ICC and the Director of the ILANUD, or their duly authorised representatives.

IN WITNESS WHEREOF, the undersigned, duly authorised thereto, have signed this Agreement.

Signed in duplicate, in the English language.

FOR THE ICC



Digitally signed by Piotr Hofmański
Date: 2024-01-11 15:23+01:00

Piotr Hofmański
President
International Criminal Court
Place: The Hague, The Netherlands
Date:

FOR THE ILANUD

DOUGLAS DURAN CHAVARRIA (FIRMA) Firmado digitalmente por DOUGLAS DURAN CHAVARRIA (FIRMA) Fecha: 2023.12.20 17:41:29 -06'00'

Douglas Durán Chavarría
Director
ILANUD
Place: San José, Costa Rica
Date: