

EXCHANGE OF LETTERS

Clasificación: 41-2011

Fecha de Ingreso: April 26th 2011

Nombre del Acuerdo: Exchange of Letters Between The International Criminal Court and the General Secretariat of the Organization of American States

Materia: Exchange of Letters

Partes: SG/ The International Criminal Court

Referencia: The International Criminal Court

Fecha de Firma: April 18h 2011

Fecha de Inicio

Fecha de Terminación

Lugar de Firma: Washington D.C.

Unidad Encargada: Department of International Law

Persona Encargada: Luis Toro, Senior Legal Officer

Original

Claves

Cierres del proceso

Exchange of Letters
Between
The International Criminal Court
and
The General Secretariat of the Organization of American States
for the establishment of a Framework Cooperation Arrangement

April 18, 2011

Mr. José Miguel Insulza
Secretary General
Organization of American States

Dear Mr. Secretary-General

I have the honor to refer to discussions between officials of the International Criminal Court (ICC) and the General Secretariat of the Organization of American States (GS/OAS) concerning cooperation between our two organizations. Pursuant to these discussions, the ICC proposes the provisions set forth in this Letter and in the Annex attached hereto, which constitutes an integral part of this Letter, as the framework and basis for such cooperation, with a view to entering into more detailed cooperation agreements in the future.

By our signatures in the spaces provided below, on behalf of the ICC and GS/OAS (the Parties), the Parties hereby accept the terms of this Letter and of its Annex, and acknowledge that the Letter and the Annex shall constitute a Framework Cooperation Arrangement between them. The Parties also acknowledge that this Framework Cooperation Arrangement shall enter into force on the date on which you sign this Letter in the space provided below on behalf of GS/OAS, and shall remain in force indefinitely, unless terminated by either of the Parties upon six months written notice to the other Party.

I am forwarding this Letter in two originals, including their attachments. In addition to your letter of acceptance on behalf of GS/OAS, please return to me one of the originals of this Letter signed by you, and retain the other original for your files.

Please accept the assurances of my highest consideration.

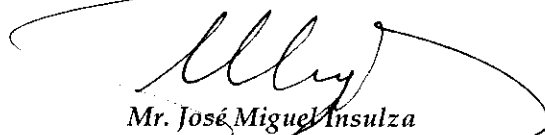
Yours sincerely,

For the ICC

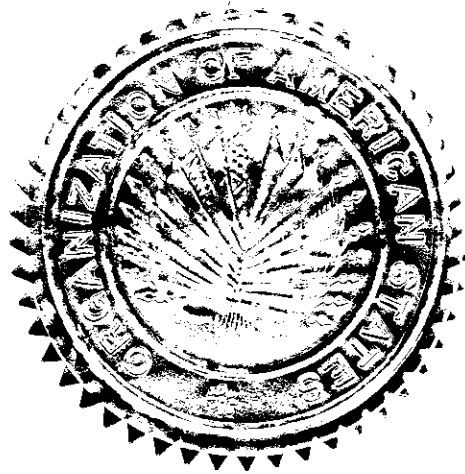
For the GS/OAS
Confirmed and agreed



Mr. Sang-Hyun Song
President of the
International Criminal Court
Date 04-19-11
Place Washington, DC



Mr. José Miguel Insulza
~~Secretary General~~
Organization of American States
Date 04-19-11
Place Washington, DC.



Annex

**TERMS OF REFERENCE FOR THE EXCHANGE OF LETTERS
BETWEEN THE ICC AND GS/OAS
ESTABLISHING A FRAMEWORK COOPERATION ARRANGEMENT**

THE PARTIES TO THE EXCHANGE OF LETTERS FOR THE ESTABLISHMENT OF A FRAMEWORK COOPERATION ARRANGEMENT (hereinafter the "Letter"), the International Criminal Court established by the Rome Statute adopted by the United Nations Diplomatic Conference of Plenipotentiaries on the Establishment of an International Criminal Court (hereinafter "ICC"), with headquarters at 174, Maanweg, 2516 AB, The Hague, Netherlands, represented by its President, Judge Sang-Hyun Song and the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, represented by its Secretary General, Mr. José Miguel Insulza;

Considering that pursuant to Article 112(h) of the Charter of the Organization of American States (OAS) and to OAS General Assembly Resolution AG/RES. 57 (I-O/71), one of the functions of GS/OAS is to establish relations of cooperation with other international organizations;

Considering that under Article 87(6) of the Rome Statute, the ICC may ask any intergovernmental organization to provide such forms of cooperation and assistance as may be agreed upon with such an organization and which are in accordance with its competence and mandate;

Considering that the ICC and GS/OAS wish to facilitate their cooperation through arrangements of the kind foreseen in their respective mandates;

AGREE TO ENTER INTO THE FOLLOWING TERMS OF REFERENCE TO GOVERN THE LETTER (HEREINAFTER REFERRED TO AS THE "TERMS OF REFERENCE", AND REFERRED TO JOINTLY WITH THE LETTER AS THE "ARRANGEMENT"):

1. The ICC and GS/OAS will cooperate in matters of common interest including:
 - (i) promotion and dissemination of international criminal law;
 - (ii) promotion and dissemination of principles, values and provisions of the Rome Statute and related instruments;
 - (iii) exchange of information and documents on matters of common interest;
 - (iv) reciprocal invitations to participate at conferences or meetings organized by each of the Parties on matters of common interest.

2. The ICC and GS/OAS may conclude such Agreements or Arrangements as may be found necessary and appropriate within their respective mandates.

3. Upon request, either Party may, subject to availability, provide for the purposes of the requesting party, facilities and services, including logistical and administrative support at the field level. The terms and conditions on which any such facilities or services may be provided shall be subject of supplementary arrangements and shall be in accordance with the internal rules of either Party.

4. The ICC and GS/OAS shall keep the application and implementation of this Arrangement under close review and shall regularly and closely consult with each other for this purpose.

5. The ICC and GS/OAS shall consult with each other at the request of either Party, on any difficulties, or matters of concern that may arise in the course of the application and implementation of this Arrangement.

6. Nothing in this Arrangement constitutes an express or implied waiver of the privileges and immunities of GS/OAS or of the ICC, their personnel, and their assets, in accordance with the OAS Charter, the Rome Statute and the Agreement on Privileges and Immunities of the Court, or any other relevant agreements, applicable national laws or the general principles and practices of international law.

7. All differences between GS/OAS and the ICC arising out of the interpretation or application of this Arrangement shall be settled through consultation between the Parties. Should the Parties fail to reach a settlement that is satisfactory to both, they shall submit their differences to a mutually agreed upon arbitration procedure. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

8. (a) Both parties will communicate in writing to each other which offices and/or competent organs or divisions of their respective organization will act as focal points for the implementation and further development of this Arrangement. Either party may change the designated focal point by written notice to the other.

(b) Any notice or other communication to be given under this Arrangement shall be in writing and signed by or on behalf of the Party giving it and may be served by sending it by fax or electronic mail, or by delivering it by hand or sending it by first class post to the address and for the attention of the focal point communicated in accordance with paragraph (a) above.

9. Without prejudice to what the Parties may provide in any supplementary agreement, memorandum of understanding and/or exchange of letters entered into pursuant to this Arrangement for the joint implementation of programs, projects and/or activities, this Arrangement in and of itself does not create obligations of a financial nature for either of the Parties.

10. The entry into force, duration and termination of these Terms of Reference are set forth in the Letter to which these Terms of Reference are attached as an Annex and of which it is an integral part.

11. Modifications to this Exchange of Letters and to these Terms of Reference shall only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Arrangement and shall form an integral part thereof.