

## COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS, REPRESENTED BY UNITED NATIONS INVESTIGATIVE TEAM TO PROMOTE ACCOUNTABILITY FOR CRIMES COMMITTED BY DA'ESH / ISLAMIC STATE IN IRAQ AND THE LEVANT, PURSUANT TO SECURITY COUNCIL RESOLUTION 2379

AND

THE INTERNATIONAL COMMISSION ON MISSING PERSONS

This Cooperation Agreement is entered into by the United Nations, represented by the United Nations Investigative Team to promote accountability for crimes committed by Da'esh / Islamic State in Iraq and the Levant ("the Investigative Team"), established pursuant to Security Council Resolution 2379 (2017) adopted on 21 September 2017, and the International Commission on Missing Persons (hereinafter "the ICMP"), jointly referred to as the "Parties" and each separately as a "Party".

**WHEREAS**, the Investigative Team is mandated to support domestic efforts to hold ISIL (Da'esh) accountable by collecting, preserving, and storing evidence in Iraq of acts that may amount to war crimes, crimes against humanity and genocide committed by the terrorist group ISIL (Da'esh) in Iraq, to the highest possible standards, to ensure the broadest possible use before national courts, and complementing investigations being carried out by the Iraqi authorities, or investigations carried out by authorities in third countries at their request;

**WHEREAS**, the Special Adviser and Head of the Investigative Team ("the Special Adviser") is mandated to promote throughout the world, accountability for acts that may amount to war crimes, crimes against humanity or genocide committed by ISIL (Da'esh), and work with survivors, in a manner consistent with relevant national laws, to ensure their interests in achieving accountability for ISIL (Da'esh) are fully recognized;

**WHEREAS**, pursuant to paragraph 32 of the Terms of Reference regarding the operation of UNITAD in Iraq, approved by the Security Council on 13 February 2018, the Investigative Team has the authority to conclude agreements with any State or entity for the implementation of its mandate;

**WHEREAS**, ICMP possesses full international legal personality, pursuant to article VI of the *Agreement on the Status and Functions of the International Commission on Missing Persons*, it has the power to enter into any necessary agreement;

**WHEREAS**, ICMP is an inter-governmental organization with Headquarters in The Hague, established under the *Agreement on the Status and Functions of the International Commission on Missing Persons* (2014);

**WHEREAS**, ICMP endeavours to secure the co-operation of governments and other authorities in locating persons missing as a result of armed conflicts, human rights abuses, natural and man-made disasters and other involuntary reasons and to assist them in doing so. ICMP also supports the work of other organisations in their efforts, encourages public involvement in its activities and contributes to the development of appropriate expressions of commemoration and tribute to the missing;

**WHEREAS**, the Parties' activities have overlapping areas of interest, and the Parties wish to coordinate their activities in support of the effective implementation of Security Council Resolution 2379 (2017);

**HAVE AGREED** as follows:

#### **ARTICLE I PURPOSE**

- 1.1 This Cooperation Agreement (hereinafter referred to as "the Agreement") defines the terms on which the Investigative Team and the ICMP will cooperate with respect to their activities in Iraq.
- 1.2 In accordance with the provisions of this Agreement, the Parties will cooperate so as to ensure that the work of ICMP in Iraq, as relevant to the mandate of the Investigative Team, supports the operational priorities and activities of the Investigative Team, and that the work of the Investigative Team may be conducted in a manner that promotes coherence with the mandate of the ICMP.

#### **ARTICLE II AREAS OF COOPERATION**

- 2.1. The Parties agree to cooperate as follows:
  - i) The ICMP and the Investigative Team will develop an agreed Implementation Strategy ("the Implementation Strategy") in accordance with which the ICMP will support the mandate of the Investigative Team, in line with the operational priorities and activities of the Investigative Team, as set out in the Implementation Strategy;
  - ii) The Parties will consult with a view to facilitating the transmission from ICMP to the Investigative Team, subject to paragraph 3.2. below, of information of relevance to the mandate and activities of the Investigative Team;
  - iii) The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest, in accordance with the Parties' respective rules and procedures that apply to such meetings and conferences;
  - iv) The Investigative Team may provide ICMP with thematic information on its work, without prejudice to the confidentiality requirements applicable to evidentiary material it has collected as well as relevant United Nations rules, regulations and procedures.
- 2.2. The above cooperative activities are not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on issues of common interest.
- 2.3. The Parties' cooperation under this Agreement will be subject to and in accordance with

each Party's respective mandate, constituent instruments, regulations, rules, policies and procedures, and the decisions of their governing bodies.

- 2.4. Coordination of activities, and the exchange of information and documents under this Agreement will be without prejudice to the Parties' respective applicable regulations, rules, policies and procedures, as well as arrangements which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this Agreement and of any agreements signed by the Parties within the scope of this collaboration.
- 2.5. The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present Agreement and in line with the agreed Implementation Strategy developed pursuant to paragraph 2.1(i).

### **ARTICLE III RELATIONS WITH THE GOVERNMENT OF IRAQ**

- 3.1. The Parties will ensure that all activities implemented in accordance with this Agreement are conducted with full respect for the sovereignty of Iraq and its jurisdiction over crimes committed in its territory.
- 3.2. The Parties will ensure that no activities are undertaken in accordance with the agreed Implementation Strategy developed in accordance with article 2.1. without prior consultation with the Government of Iraq.

### **ARTICLE IV IMPLEMENTATION OF THE AGREEMENT**

- 4.1. It is understood that all activities under this Agreement will be in accordance with the Parties' respective mandate, regulations, rules, policies and procedures.
- 4.2. Third-party information or documents: If the ICMP is requested by the Investigative Team to provide information or documentation in its custody, possession or control which was disclosed to it in confidence by a State or an intergovernmental, international or non-governmental organization or an individual, the ICMP will seek the consent of the originator to disclose that information or documentation or, where appropriate, will inform the Investigative Team that it may seek the consent of the originator for the ICMP to disclose that information or documentation.
- 4.3. Material Changes: Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the implementation of this Agreement.
- 4.4. Cooperation Acknowledgement: The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement
- 4.5. Supplementary arrangements: The Parties may, for the purpose of implementing this Agreement, make such supplementary arrangements as may be found appropriate.

**ARTICLE V  
USE OF NAME, EMBLEM, LOGO**

- 5.1. Neither Party will use the name, logo, emblem or trademarks of the other party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case, unless otherwise provided in any supplementary agreement between the Parties.
- 5.2. In no event will authorization to use the name, logo or emblem, or any abbreviation thereof, of the United Nations, the Investigative Team or the ICMP be granted for commercial purposes, or for use in any manner that suggests an endorsement by that Party of the services of the other Party.
- 5.3. The ICMP acknowledges that it is familiar with the mandate and objectives of the Investigative Team and recognizes that the name, logo and emblem of the United Nations or the Investigative Team, may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the United Nations, including the Investigative Team.
- 5.4. Nothing in this Agreement grants to either Party the right to create a hyperlink to the other Party's website without the other Party's prior written authorization.

**ARTICLE VI  
FINANCIAL ARRANGEMENT AND INTELLECTUAL PROPERTY**

- 6.1. Nothing in this Agreement will be construed as creating financial obligations between the Parties.
- 6.2. Nothing in this Agreement will be construed as granting or transferring a Party's intellectual property rights to the other Party.

**ARTICLE VII  
CONTACT AND LIAISON**

- 7.1. The Parties will designate points of contact with respect to the implementation of this Agreement.
- 7.2. All correspondence related to this Agreement will be through the designated points of contact. Any change to a point of contact will be notified in writing to the other Party in a timely manner.

**ARTICLE VIII  
SETTLEMENT OF DISPUTES**

The Parties will use their best efforts to settle amicably, without resort to legal proceedings, any

dispute or disagreement concerning the interpretation, implementation or application of this Agreement.

**ARTICLE IX  
PRIVILEGES AND IMMUNITIES**

- 9.1 Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges, immunities, exemptions and facilities enjoyed or which may be enjoyed by the United Nations, including the Investigative Team.
- 9.2 Neither this Agreement nor any part thereof will be construed to constitute any waiver, whether expressed or implied, of any privileges and immunities that apply to ICMP, its offices, accounts, assets, officials, officers, experts and staff.

**ARTICLE X  
AMENDMENT AND TERMINATION**

- 10.1. This Agreement will take effect on the date it is signed by both Parties.
- 10.2. This Agreement may be amended by mutual agreement of the Parties in writing.
- 10.3. This Agreement may be terminated by either Party at any time by giving the other Party ninety (90) days written notice. Where notice of termination is given, the Parties will take immediate steps to bring all activities under this Agreement to a close in a prompt and orderly manner. Unless agreed otherwise, the termination of this Agreement will not have any effect on supplementary arrangements concluded under paragraph 4.5 above.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**For the United Nations Investigative Team to promote accountability for crimes committed by Da'esh / Islamic State in Iraq and the Levant, pursuant to Security Council resolution 2379**

**For the International Commission on Missing Persons.**

Name:

Name:

Mr. Karim Khan, Special Adviser and Head of the Investigative Team

Ms. Kathryn Bomberger, Director- General

Signature: 

Signature: 

Date: 11 January 2019

Date: 11 January 2019