Cooperation Arrangement

between

The International Commission on Missing Persons (ICMP)

and

The Netherlands Forensic Institute (NFI),

(hereinafter referred to as the “Participants”)

Whereas, the ICMP is a specialized international organization with the mandate to secure the cooperation of governments and other authorities in locating and identifying persons missing as a consequence of wars, human rights abuses, disasters and other causes and to assist them in doing so;

Whereas, ICMP also supports the work of other organizations in their efforts;

Whereas, the NFI is an agency of the Dutch Ministry of Security and Justice, acting under the authority of the Directorate General for the Administration of Justice and Law Enforcement, dealing with a broad range of forensic disciplines but it also provides assistance and advice to governments, government agencies (e.g., law enforcement, customs, inspectorates, foreign justice authorities, and special investigative services) and forensic laboratories or institutes;

Considering that the requirements of regular forensic investigative capacity including war crimes and crimes against humanity, as well as large scale disasters call for dedicated processes that are consistently and fully subject to the rule of law;

Noting that in the context of large-scale missing persons scenarios it is critical to support and strengthen regular law-enforcement work including capacities to conduct forensic investigations as well as large-scale missing persons investigations;

Desirous to establish a framework for mutual cooperation that would focus on building forensic capacities of the relevant authorities;

The participants have arranged as follows:

Paragraph 1
Purpose

The Purpose of this Cooperation Arrangement (hereinafter referred to as: the “Arrangement”) is to establish a framework for cooperation between the Participants to globally advance forensic capacities and the rule of law.
Paragraph 2
Scope of cooperation

The Participants will within their respective mandates and subject to the provisions of this cooperation arrangement cooperate in

- Joint proposal making on strengthening forensic capacities;
- Respective deliverables under such proposals;
- Mutual support in the field and otherwise;
- Rule of law programs where forensic expertise/training is required.

For each co-operation request the Participants will make separate arrangements.

Paragraph 3
Joint action

The Participants may, through separate arrangements, act jointly in the implementation of projects that are of common interest. Separate arrangements will define the modalities for the participation of each Participant in such projects and will determine the expenses payable by each of them.

Paragraph 4
Exchange of information and documentation

1. The Participants arrange to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.

2. Where appropriate and subject to the necessary requirements and confidentiality obligations, information and documentation relating to specific projects or programmes may also be exchanged between the Participants with a view to attaining better complementary action and effective coordination between the Participants.

Paragraph 5
Confidentiality

All information of a confidential nature and/or marked as confidential, including personal information which comes into the Participants’ possession or knowledge in connection with this Arrangement will be treated as strictly confidential. No personal information will be communicated to any third Party without the prior written approval of the Participant and the person concerned. The Participants will comply with applicable policies and legislation in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Arrangement. Where relevant, Participants will enter into a separate arrangement for the exchange of confidential and/or personal data.
Paragraph 6
Dispute resolution
Any dispute, controversy or claim arising out of or in relation to this Arrangement, or the breach, termination or invalidity thereof, will be settled amicably by negotiation between the Participants.

Paragraph 7
Concluding provisions

1. This Arrangement will become effective on the date of its signature by the duly authorized representatives of the Participants.

2. Either of the Participants may terminate this Arrangement by giving six months' written notice to the other Participant.

3. This Arrangement may be amended by mutual consent of the Participants. The proposed amendment should be made in writing to the other Participant and will become effective upon its acceptance in writing by the two Participants.

4. Neither this Arrangement nor any part thereof will be construed to constitute any waiver, whether expressed or implied, of any privileges and immunities that apply to the ICMP, its offices, accounts, assets, officials, officers, experts and staff.

The foregoing record represents the arrangements reached between the International Commission on Missing Persons and the Netherlands Forensic Institute on matters referred to therein.

Signed this ... day of September ... 2015 at ... .................

For the International Commission on Missing Persons:

K. Bomberger
Director General of the International Commission on Missing Persons

For the Netherlands Forensic Institute:

G.N. Roos
Director General for the Administration of Justice and Law Enforcement