

Exchange of Letters between  
The International Criminal Court and The Parliament of MERCOSUR

August 4, 2014

**Hon. Rubén Martínez Huelmo**  
President  
Parliament of MERCOSUR

Excellency,

I have the honor to refer to discussions between officials of the International Criminal Court (hereinafter 'ICC') and the office of the President of the Parliament of MERCOSUR (hereinafter 'PARLASUR') 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 cooperation between our two organizations.

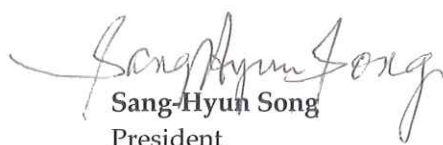
By our signatures in the spaces provided below, on behalf of the ICC and PARLASUR (the Parties), the Parties hereby accept the terms of this Letter and of its Annex, and acknowledge that the Letter and the Annex shall constitute a Framework Cooperation Arrangement between them. The Parties also acknowledge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

To this end, I am forwarding this Letter in two originals in English and in two originals in Spanish, including their respective annexes. Please return to me one of the originals of this Letter in each language signed by you, and retain the other original in each language for your files.

Please accept the assurances of my highest consideration.


Yours sincerely,

For the ICC



**Sang-Hyun Song**  
President  
International Criminal Court  
4th of August, 2014  
Montevideo, Uruguay

For PARLASUR  
Confirmed and agreed



**Rubén Martínez Huelmo**  
President  
Parliament of MERCOSUR  
4th of August, 2014  
Montevideo, Uruguay

Annex

TERMS OF REFERENCE FOR THE EXCHANGE OF LETTERS  
BETWEEN THE ICC AND PARLASUR  
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 Parliament of MERCOSUR (hereinafter "PARLASUR"), with headquarters at Dr. Pablo de María 827 C.P. 11.200, Montevideo, the Oriental Republic of Uruguay, represented by its President, the Honorable Rubén Martínez Huelmo;

**Considering** that pursuant to Article 4(17) of the Constitutive Protocol of the Parliament of MERCOSUR, one of the functions of PARLASUR is to establish relations of cooperation with public 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 or mandate;

**Considering** that the ICC and PARLASUR 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 PARLASUR 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) public and political support to the mandate and activities of the International Criminal Court
- (iv) promotion by PARLASUR among the Parliaments of the member States of MERCOSUR of: a) implementation of the Rome Statute in national legislation, including legislation for cooperation with the ICC, and b) the conclusion of bilateral cooperation agreements with the ICC, including enforcement of sentences, witness relocation, provisional release and release agreements

- (v) exchange of information and documents on matters of common interest;
- (vi) reciprocal invitations to participate at conferences or meetings organized by each of the Parties on matters of common interest.

2. The ICC and PARLASUR 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. 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 each Party.

4. The ICC and PARLASUR 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 PARLASUR shall consult with each other 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 PARLASUR or of the ICC, their personnel, and their assets, in accordance with the Constitutive Protocol of the Parliament of MERCOSUR, 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 PARLASUR 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. 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.

9. 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 article 8 above.



10. Without prejudice to 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.

11. 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 to as an Annex and of which it is an integral part.

12. 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.