

Annex to Administrative Instruction

Ref. ICC/AI/2026/001

Date: 19 May 2026

TERMS AND CONDITIONS OF THE OMBUDS

Section 1

Status

- 1.1 The Ombuds shall be “other personnel” within the meaning of Staff Regulation 4.7, and is bound by the present terms and conditions.
- 1.2 The Ombuds shall not be considered, for any purpose, a staff member of the Court.
- 1.3 The Ombuds serves in their individual capacity and not as a representative of a Government or of any other authority external to the Court.
- 1.4 The Ombuds shall have the legal status of an “expert” for the purposes of the Agreement on the Privileges and Immunities of the International Criminal Court and the Headquarters Agreement between the International Criminal Court and the Kingdom of the Netherlands.

Section 2

Contract documents

- 2.1 The Ombuds shall be engaged under a contract entered into by the Court directly with the individual concerned.
- 2.2 The Ombuds shall not commence work or travel until the relevant contract has been duly approved, signed by both parties and returned to the Human Resources Section, together with the required documents and certifications as set out in the present terms and conditions.

- 2.3 The present terms and conditions apply to all contracts issued by the Court to the Ombuds.

Section 3

Personnel clearance process

- 3.1 The Ombuds shall be required to comply with the same medical clearance, security clearance and reference verification procedures applicable to staff members.
- 3.2 The Court's Vetting Officer in the Safety and Security Section of the Registry shall also verify the academic and professional credentials of the individual recommended for selection by conducting appropriate reference checks.

Section 4

Standards of conduct

General

- 4.1 The Ombuds shall conduct themselves with due diligence and efficiency, in conformity with the highest ethical principles and standards of conduct and in a manner that at all times protects the interest of the Court. Although the Ombuds is not a staff member of the Court, they undertake to uphold the standards of conduct described in the Staff Regulations and Rules, the [Code of Conduct for Staff Members](#), as well as any relevant issuances related to expected standards of conduct, to the extent that these are compatible with the Administrative Instruction on The Ombuds Office and these terms and conditions.
- 4.2 The Ombuds shall respect the impartiality and independence of the Court and shall neither seek nor accept instructions in connection with the performance of their obligations under the contract from any Government or authority external to the Court. Should any Government or authority external to the Court seek to impose any instructions on the Ombuds regarding their performance under the contract, the Ombuds shall promptly notify the Court and shall provide all reasonable assistance required by the Court.



- 4.3 Without prejudice to the independence and impartiality of the Ombuds, the Ombuds shall not take any action in respect of their performance of the contract that may adversely affect the interests of the Court, and the Ombuds shall perform their obligations under the contract with the fullest regard for the interests of the Court.
- 4.4 The Ombuds, before and/or during the contract, shall ensure that they disclose any contracts with Governments or external authorities in order for the Court to assess if there are any perceived or existing conflict of interests as a result of such contracts.
- 4.5 The Ombuds warrants that they have not offered and shall not offer any direct or indirect benefit arising from or related to the performance of the contract to any representative, official, employee or agent of the Court.
- 4.6 The Ombuds shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the contract.

Prohibited conduct

- 4.7 Although the Ombuds is not a staff member of the Court, the Ombuds shall comply with the standards of conduct set forth in the [Administrative Instruction on Addressing Discrimination, Harassment, Including Sexual Harassment, and Abuse of Authority](#), to the extent that these are compatible with the Administrative Instruction on The Ombuds Office and these terms and conditions.
- 4.8 The Ombuds shall not engage in any conduct that would constitute prohibited conduct, as defined in the Administrative Instruction on Addressing Discrimination, Harassment, Including Sexual Harassment, and Abuse of Authority. Without limiting the circumstances in which the appointment of the Ombuds may be terminated on grounds of misconduct, if the Ombuds is found to have engaged in prohibited conduct, this may warrant the termination of their appointment pursuant to section 18.1(a).



Section 5

Title rights, copyrights, patents and other proprietary rights

- 5.1 Title to any equipment, materials, in whatever shape or form, and supplies that may be furnished by the Court to the Ombuds for the performance of their duties shall rest with the Court, and any such equipment and materials shall be returned to the Court at the conclusion of the contract or when no longer needed by the Ombuds. Such equipment and materials when returned to the Court, shall be in the same condition as when delivered to the Ombuds, subject to normal wear and tear, and the Ombuds shall be liable to compensate the Court for any damage or degradation of the equipment and materials beyond normal wear and tear.
- 5.2 The Court shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials, in whatever shape or form, that the Ombuds has developed for the Court under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract. The Ombuds acknowledges and agrees that such products, processes, inventions, ideas, know-how or documents and other materials, in whatever shape or form, constitute works made for hire for the Court.
- 5.3 However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Ombuds: (a) that pre-existed the performance by the Ombuds of their obligations under the contract; or (b) that the Ombuds may have developed or acquired, independently of the performance of their obligations under the contract, the Court does not and shall not claim any ownership interest thereto, and the Ombuds grants to the Court a perpetual and free of charge licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the contract.
- 5.4 At the request of the Court, the Ombuds shall take all necessary steps, execute all necessary documents and, generally, assist in securing such proprietary rights and transferring or licensing them to the Court in compliance with the requirements of the applicable law and of the contract.

Section 6

Confidential nature of documents and information

- 6.1 Although the Ombuds is not a staff member of the Court, the Ombuds shall comply with the provisions of the [Administrative Instruction on ICC Information Protection Policy](#).
- 6.2 Any obligations and restrictions of confidentiality and handling of information shall be effective during the term of the contract, including any extension thereof, and, unless otherwise provided in the contract, shall remain effective following any termination of the contract.
- 6.3 The Ombuds shall:
- (a) Consider as confidential all the information, data, plans, drawings, documents and materials, in whatever form or shape, received, acquired, produced, delivered or which the Ombuds will have access to by reason of the contract and that has not been made public by the Court;
 - (b) Not disclose, publish, disseminate, or use for the benefit of any person, government or entity other than the Court, any such information, data, plans, drawings, documents or materials referred to in paragraph (a), except with the prior written consent of the Court;
 - (c) Not use any such information, data, plans, drawings, documents or material referred to in paragraph (a) for personal gain; and
 - (d) Adhere to all policies, rules, procedures or instructions as provided by the Court as to the classification, use or disposal of such confidential information, data, plans, drawings, documents or materials referred to in paragraph (a).
- 6.4 The Ombuds shall sign a separate confidentiality and non-disclosure statement before the starting date of their engagement with the Court.
- 6.5 The Court reserves the right to take legal actions against the Ombuds as a result of breach of any of the obligations set forth herein. In addition to any damages that may be sought against the Ombuds for breach of these obligations, the Court



reserves the right, in the event of any actual breach or threatened breach, to seek the appropriate orders from the competent judicial and/or arbitral authorities.

- 6.6 Subject to and without any waiver of the privileges and immunities of the Court, in the event the Ombuds is required by law to disclose confidential information, the Ombuds shall immediately inform the Court of such requirement.

Section 7

Working hours and location

- 7.1 The Ombuds shall ensure a regular physical presence at the Court's headquarters premises during the regular working hours of the Court, i.e. from 9:00 to 17:30 from Monday to Friday.
- 7.2 The Ombuds shall conduct in-person visits to the Court's country offices, participate in events, meetings and conferences of the Network of Ombuds and Mediators of Multilateral Organizations ("NOMMO") and undertake any other official travel as necessary, subject to budget availability.
- 7.3 The Ombuds shall endeavour to visit each country office at least once every four years, subject to budget availability. If an in-person visit is not feasible, the Ombuds shall endeavour to conduct a virtual visit.
- 7.4 In the application of occupational health and safety standards on its premises, the Court shall afford no less favourable treatment to the Ombuds than to its staff members.

Section 8

Continuing education

- 8.1 The Ombuds shall keep professionally current through relevant continuing education.
- 8.2 Subject to section 8.3, any costs associated with such continuing education, as well as those associated with professional memberships and attendance and participation in ombudsing events, meetings and conferences, shall be borne by the Ombuds.



- 8.3 Any costs incurred by the Ombuds associated with NOMMO shall be paid by the Court.

Section 9

Remuneration

- 9.1 The Ombuds shall work a minimum of 120 days per calendar year, ensuring the effective discharge of their duties.
- 9.2 The Ombuds shall receive an annual remuneration determined by the Human Resources Section on the basis of applicable market rates for the type, complexity, timeframe, quality and volume of services required. The Human Resources Section shall keep records of how the annual remuneration was determined.
- 9.3 The annual remuneration of the Ombuds shall be disbursed in four equal payments at set times during the calendar year. All four payments shall be received by the Ombuds within the calendar year.
- 9.4 The annual remuneration of the Ombuds shall be increased yearly in line with inflation.

Section 10

Leave

- 10.1 The Ombuds shall not be entitled to any paid leave, including annual leave, sick leave, emergency leave, special leave or official holidays.

Section 11

Taxes on income

- 11.1 The annual remuneration of the Ombuds is expressed in gross amounts. The Ombuds is responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with applicable laws. The Court shall not reimburse the Ombuds for any taxes, duty or other contribution payable by the Ombuds on payments made under the contract.

- 11.2 The Court shall have no liability for taxes, duty or other similar charges payable by the Ombuds in respect of any amounts paid to them under the contract, and the Ombuds acknowledges that the Court will not issue any statements of earnings to the Ombuds in respect of any such payments.

Section 12

Official travel

- 12.1 The Court shall assist the Ombuds with official travel arrangements on the basis of the same procedures and standards applicable to staff members. This shall include the arranging of any necessary visas, permits, United Nations certificates, travel tickets and hotel stays, as well as the provision of medical travel kits.
- 12.2 Costs incurred by the Ombuds undertaking official travel in the discharge of their functions shall be paid by the Court on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable. The Ombuds shall be allocated an annual travel budget from which such costs shall be paid.

Section 13

Indemnification

- 13.1 The Ombuds shall indemnify, defend and hold and save harmless the Court and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the Court, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:
- (a) Allegations or claims that the use by the Court of any patented device, any copyrighted material or any other goods, deliverables or services provided to the Court for its use under the terms of the contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party;
or



- (b) Any acts or omissions of the Ombuds in the performance of the contract that give rise to legal liability to anyone not a party to the contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

13.2 In addition to the indemnity obligations set forth above, the Ombuds shall be obligated, at their sole expense, to defend the Court and its officials, agents and employees, regardless of whether these suits, proceedings, claims or demands in question actually give rise to or otherwise result in any loss or liability.

Section 14

Insurance

- 14.1 The Ombuds shall be responsible for their own travel, health and medical insurance.
- 14.2 The Court shall provide adequate professional indemnity insurance to the Ombuds during the term of the contract.

Section 15

Compensation for service-incurred illness, injury or death

- 15.1 In the event of death, injury or illness of the Ombuds which is attributable to the performance of official duties on behalf of the Court, the Ombuds or the Ombuds' dependants, as appropriate, shall be entitled to compensation in accordance with the [Administrative Instruction on Rules Governing Compensation in the Event of Illness, Injury or Death Attributable to the Performance of Official Duties on Behalf of the Court](#).

Section 16

Pension

- 16.1 The Ombuds is not entitled to participate in the United Nations Joint Staff Pension Fund.

Section 17

Appraisal

- 17.1 The Ombuds is not subject to the formal performance appraisal system applicable to staff members, as provided for in the [Administrative Instruction on Performance Appraisal System](#).
- 17.2 The appraisal of the Ombuds shall be formalised on the basis of an annual compact agreed with the President, the Prosecutor and the Registrar ("Principals"), in consultation with the Staff Union Council, which shall be signed by the Ombuds. Pursuant to the annual compact, the Ombuds:
- (a) Commits to achieving specific objectives, as agreed with the Principals, which are consistent with the requirements of the Administrative Instruction on The Ombuds Office and these terms and conditions; and
 - (b) Is held accountable by the Principals for performance against the specific objectives agreed under subparagraph (a).
- 17.3 The Principals shall develop guidelines to provide operational guidance on the appraisal of the Ombuds, as appropriate.

Section 18

Termination

- 18.1 The Principals, in consultation with the Staff Union Council, may terminate the appointment of the Ombuds prior to the expiration date of their contract:
- (a) On grounds of misconduct or incapacity; or
 - (b) If any dispute, controversy or claim arising out of the Administrative Instruction on The Ombuds Office or these terms and conditions cannot be amicably settled in accordance with section 19, below.

The Ombuds shall be given at least three months' written notice of such termination, except where the Ombuds is found to be guilty of serious misconduct, in which case no notice shall be required.



- 18.2 The Ombuds may terminate their appointment at any time by giving at least three months' written notice to the Court.
- 18.3 In the event of any termination of appointment as provided above, the Court shall pay to the Ombuds all sums then properly due and owing to the Ombuds under these terms and conditions up to the date of termination. Additional costs incurred by the Court resulting from the termination of the contract of the Ombuds may be withheld from any amount otherwise due to the Ombuds from the Court.

Section 19

Settlement of disputes

- 19.1 The Court and the Ombuds shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Administrative Instruction on The Ombuds Office or these terms and conditions through mutual consultation.