

ANNEX 4

Public redacted

From: Trial Chamber X Communications
Sent: 07 February 2020 10:40
To: [REDACTED] Taylor, Melinda; [REDACTED]
Cc: [REDACTED] OTR Counsel Support Section; [REDACTED]
 Office of the Director DJSS; Trial Chamber X Communications
Subject: RE: Al Hassan Defence - Mission to Timbuktu 11 to 14 February 2020 - Conditions to MINUSMA support
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Counsel,

The Single refers back to her decision of 3 February 2020, whereby she did not consider it appropriate ‘for the Chamber to substitute its own decision for one still to be made by the Registrar’ (ICC-01/12-01/18-576-Conf-Exp, para. 7). The Single Judge notes that, since the issuance of this decision, the Registry has taken the necessary measures to extend the services provided by MINUSMA to the Defence for its mission, including ‘air and ground transportation, accommodation, provision of meeting space, emergency medical support, security support and security arrangements, which include travel assistance in case of emergency’. The question as to whether or not, in the event of an evacuation, costs incurred would fall within the scope of Regulation 83(1), as requested by the Defence in its recent email and the initial request (ICC-01/12-01/18-570-Conf-Exp, para. 13), is not for the Chamber to decide in the abstract. As previously indicated, the Single Judge considers that any such ruling would be premature and does not fall within the Chamber’s competence pursuant to Regulation 83(4) of the Regulations of the Court.

In the event of an evacuation, it would be for the Registrar, in accordance with the regulatory framework, to rule on this issue in light of the circumstances at hand. It would then be for the Defence to seise the Chamber should it consider necessary to seek review of such decision.

Accordingly, the Defence’s repeated request is considered inadmissible.

Best regards,

On behalf of the Single Judge of Trial Chamber X

From: [REDACTED]
Sent: 6 février 2020 18:45
To: Trial Chamber X Communications
Cc: [REDACTED] OTR Counsel Support Section; [REDACTED]; Office of the Director DJSS; Taylor, Melinda [REDACTED]
Subject: FW: Al Hassan Defence - Mission to Timbuktu 11 to 14 February 2020 - Conditions to MINUSMA support

*** Message sent on behalf of Melinda Taylor

Dear Honourable Single Judge,

Following the response from Registry, as copied below, we wanted to you inform that from a practical perspective, the [REDACTED] members are currently undertaking compulsory training in Bamako as

organised by the Registry. Specifically, tomorrow they will be out of communication between at least 09:30 to 15:30 as they are not allowed to have access to their telephones.

This renders it almost impossible to arrange any insurance prior to their departure to Timbuktu noting that the Defence has tried urgently to contact the providers as cited to by the Registry to no avail either because they do not cover the situation at hand or because they could not confirm cover in light of the ambiguity of the situation. The Registry's delayed response i.e. just before Friday ahead of travel has contributed to the difficulty in securing insurance at this stage.

This matter is only exacerbated by the fact that the Defence were informed in a meeting with various representatives from the Registry last week that they were considered "officials" for the purposes of the mission following the same application in the Lubanga case. Moreover, the Defence would not have been in a position to arrange insurance without the waiver agreement which was only received late on Monday 3 February 2020 whilst the team members had already departed on mission and it would now be impossible to get insurance after the fact, that being after the members had signed the waiver and accepted the associated risks.

Finally, the fact that the Registry reserves absolute discretion as to when the Defence may be charged, absent any criteria or guidelines is both arbitrary and unreasonable and therefore subject to judicial review.

We therefore repeat our request for an interim solution to allow the present mission to continue.

With kind regards

[Redacted]

Associate Counsel for Mr. Al Hassan Ag Abdoul Aziz Ag Mohamed Ag Mahmoud.

[Redacted]

From [Redacted]
 Sent: 06 February 2020 17:16
 To: Taylor, Melinda
 Cc: [Redacted] OTR Counsel Support Section; [Redacted] Office of the Director
 DJSS [Redacted]
 Subject: RE: Al Hassan Defence - Mission to Timbuktu 11 to 14 February 2020 - Conditions to MINUSMA support

Dear Counsel,

Thank you for your email.

On behalf of the Director of the Division of Judicial Services, we would first like to indicate that, with regard to your queries, we consider the context in which we are exchanging communications on the matter to be governed by regulation 130 of the Regulations of the Registry, and not by legal assistance or the scope thereof under regulation 83(4) of the Regulations of the Court. This is because your queries relate to a policy decision by the Registrar on how to manage the legal aid budget for all defence and legal representative of victims teams, and not the defence team for Mr Al Hassan in particular.

We also inform you that the Registry does not fully share your understanding of the Memorandum of Understanding and the waiver of liability forms.

Having said that, you are correct in pointing out that, as they are not staff members of the Court, defence/victim team members are not covered by the Court's regulatory framework as regards compensation in the event of illness, injury

or death attributable to performance of official duties on behalf of the Court. The Court staff are covered by the said framework pursuant to the staff rule 106.9.

Further, counsel do not qualify as individual contractors and consultants, and, therefore, they are not covered by the Court's administrative legal framework governing individuals contractors and consultants. As to compensation in the event of illness, injury or death attributable to performance of official duties on behalf of the Court, individual contractors and consultants are indeed covered by the abovementioned framework pursuant to the relevant Administrative Instruction ICC/AI/2016/002 Cor 1., section 6.28. For the sake of completeness, individual contractors and consultants are not eligible to participate in the health insurance scheme provided by Court. They are responsible for arranging and assuming all costs relating to health and other forms of insurance, as has been the case since the Court's inception.

For their part, counsel, who are independent, are not subject to the staff rules or the AI applicable to individual contractors and consultants; hence the responsibility on counsel, legal representatives of victims and all such team members to obtain personal insurance policies, including against loss, death and injury, as has been the case since the Court's inception.

The Registry, as part of its responsibilities under rule 20 of the Rules of Procedure and Evidence, has in collaboration with the United Nations, taken the necessary measures to ensure the extension of the services provided by MINUSMA, which are generally only applicable to staff members and elected officials of the Court. Kindly note that the services that MINUSMA will provide to you and the other members of Mr Al Hassan's defence team for the purposes of the mission 10 February 2010 until 14 February 2020 inclusive, include air and ground transportation, accommodation, provision of meeting space, emergency medical support, security support and security arrangements, which include travel assistance in case of emergency.

In the event of an evacuation by the United Nations, and notwithstanding the extension of MINUSMA services to the Defence team following a specific exchange of letters per the preceding paragraph, all evacuation services are provided on a fully reimbursable basis. It goes without saying that the Court will only be informed by MINUSMA of any amount to be so reimbursed if and when the said services have been provided. Should such an evacuation take place, as concerns any reimbursement the Court may seek from the defence team member(s) so evacuated, the Registrar's determination will be made on a case-by-case basis, depending on the circumstances of the evacuation, as per the Court's consistent practice regard all defence team members and members of the teams of the legal representatives of victims.

As per your responsibility to conclude any personal insurance per the above, and that of the other defence team members, considering the status of defence team members vis-à-vis the Court as above, it was understood, at the meeting last week in the presence of Registry representatives, that you had been able to secure medical insurance covering all aspects of your upcoming trip, but that you had not been successful in securing any insurance willing to cover evacuation from Mali on the basis of any "political and security evacuation context", if need be. We would be grateful if you could kindly share with us the names, brokers and companies you have contacted and researched in this "political and security evacuation context".

Meanwhile, we would like to also reiterate you that the Registry continues to explore various options and scenarios by which your queries could additionally be addressed, as the case may be.

In this regard and to assist the defence, the Registry has been able to identify possible service providers for you to contact (see below).

Σ **Orion Travel** <https://oriontravelun.com> (Recommended by the UN for non-staff members/contractors (<https://www.un.org/insurance/non-staff-members>);

) **High Risk Voyager:** <http://www.highriskvoyager.com> (Suitable for war zones and other high risk destinations, aimed at humanitarian aid workers, volunteers, missionaries etc..). The policy is attached for information.

I can moreover inform you that the Registry is currently contemplating further ways to assist counsel teams, including: i) the possibility of inclusion for defence and legal representative of victims team members, on a limited and specific circumstances to be determined following an in depth-assessment thereof, in the insurance framework of the Court (i.e. Appendix D); and ii) consultations with the ICCBA in the context of a group insurance for counsel and their team members.

As you may appreciate, option (i) requires *inter alia* further discussions with the Court's insurance provider and a broader reflexion of such teams on their relationship with the Court, bearing in mind their independence. It would also be appropriate to involve the ICCBA in such discussions.

As previously indicated, and in order to benefit from the MINUSMA services per above, the Registry is required to finalise the agreement by accepting all conditions set by the United Nations and returning the completed forms to MINUSMA prior to the commencement of the mission. In the absence of the signed waivers, the Registry will have to cancel its request to the United Nations as it will not be able to abide by the conditions that have been discussed at length since December 2019.

Should you, or any member of your team decide not to sign the said waiver, we would be grateful if you could inform us by 7 February 2020, at 15:00 so that the Court will inform the UN accordingly.

In light of the above and to summarise the Registry's response to your two specific questions:

As to your first question: the "Court" means 'ICC', as it (not the defence) is in the final process of concluding the MoU with UN. This means any costs to be paid to the UN are for the account of Registry. However, for the sake of clarity, the issue of potential recovery by the Court from the defence is a separate issue and has been addressed above.

As regards your second question: as per the Court's consistent practice, the compensation you seek – should the need arise - remains to be determined on a case by case basis. What is clear though is that Counsel are not covered by Appendix D, as they are neither covered by the staff rules, nor the AI on individual contractors and consultants.

Please do not hesitate to contact us should you require further or additional information.

Kind regards,

From: Taylor, Melinda

Sent: 05 February 2020 07:59

To: [REDACTED]; OTR Counsel Support Section; [REDACTED]
[REDACTED] Trial Chamber
X Communications
Subject: FW: Al Hassan Defence - Mission to Timbuktu 11 to 14 February 2020 - Conditions to MINUSMA support

Dear [REDACTED]

Thank you for your email.

I note that in accordance with the terms of the attached MOU and annexed waiver of liability:

- J) “The Court” is responsible for reimbursing the UN for any costs incurred in accordance with the execution of this agreement;
- J) In the event that a member of the Defence is evacuated for emergency medical reasons, and further emergency treatment or travel if required beyond initial transportation to a medical facility in Dakar, it is “understood that it is the Court’s responsibility to arrange for subsequent hospitalization and further medical treatment in that country or any other country”; and
- J) The UN takes no responsibility for our safety and security, and that, as a result of the waiver that we have been asked to sign, we would have no recourse against them in relation to any injury, loss, or damage we suffer.

I further note that:

- J) The Prosecution – travelling on mission to Timbuktu – would, notwithstanding the waiver, have a right to compensation for illness, damage, injury or death caused in the course of performing official missions (Rule 106.9 of the Staff Rules);
- J) Under the UN system, non-staff (i.e. contractors or consultants) who travel on official mission are covered by Malicious Acts Insurance Policy, which gives them a right to compensation in the event of death, damage or injury on official mission, including if it is caused by acts occurring during an armed conflict or terrorism;
- J) In line with this position, Rule 6.28 of the ICC AI concerning consultants and independent contractors (Ref. ICC/AI/2016/002/Cor. 1) provides that:

6.28 Consultants and individual contractors, or their dependants as appropriate, who are authorised to travel at the expense of the Court or who are required under their contract to perform services in an office of the Court shall, in the event of illness, injury or death attributable to the performance of official duties on behalf of the Court, be entitled to compensation equivalent to that provided under the United Nations’ Appendix D to the Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1; see annex I, art. 5).

The regulations speak to a general principle and duty of care such that both staff and non-staff, who are travelling on official missions of the Court, are entitled to compensation for “*illness, injury or death attributable to the performance of official duties on behalf of the Court*”. This mirrors consistent case law to the effect that irrespective of the express wording of regulations, IGOs have a duty of care to ensure effective protection

for personnel/officials (including non-Staff) performing tasks on missions. This duty of care is of particular importance in circumstances where we have been asked to sign comprehensive liability waivers in order to discharge part of our official mission. I understand that other ICC staff sign these waivers, but they have the benefit of the above protections. Similarly, even if the risk of any injury event or injury arising is small, this risk should then properly be borne by the ICC as an organisation, and not us.

Accordingly, before we sign these forms, could you please confirm that, in line with the Court's duty of care towards Defence teams conducting official missions:

- J) The 'Court' refers to the Court, as an organization, and not individual members of the Defence in their personal capacity, who have not participated in, or ratified this MoU, and have therefore not accepted any personal financial liability for payments owed by the Court to the United Nations; and
- J) The Court will indemnify the travelling Defence members travelling in relation to any losses that that Defence cannot recover against third parties or the United Nations (as a result of the liability waiver), including death, injury, or damages occurred in the course of the official mission, in the same manner that it would do so for staff or consultants and individual contractors travelling on official mission.

I would be grateful if you could confirm our understanding of these terms as soon as possible, so that we can proceed with signing the forms necessary for the mission.

Thank you in advance for your assistance with these matters.

Kind regards
Melinda

From: [REDACTED]

Sent: 04 February 2020 17:43

To: Taylor, Melinda [REDACTED]

Cc: [REDACTED]
[REDACTED]; OTR Counsel Support Section [REDACTED]

Subject: FW: Al Hassan Defence - Mission to Timbuktu 11 to 14 February 2020 - Conditions to MINUSMA support

Dear Counsel,

Kindly find below the conditions to the MINUSMA support to the mission of the Al Hassan Defence Team in Timbuktu (from 10-14 February) which have been negotiated between OLA and the Registry. For reference, it has

been clarified that the delegation would be evacuated in case of an emergency requiring it. This is reflected in Article 16 which makes reference to the applicability of the MOU on Security Arrangements (MOU that includes provisions on emergency evacuation).

We would be grateful if you and [REDACTED] could provide us with your written commitment to observe the conditions set, in particular those related to the security arrangements and good order of the mission, specified in articles 20 and 22. The Registry will liaise with the interpreter concerning these conditions.

Also, all members of the delegation will have to sign the [REDACTED] "releases from liability" (see annex). Our colleagues of the Field Office will liaise directly with the members of the delegation to get their forms signed on time.

In addition, as discussed during the meeting dated 28 January, we would be grateful if you could provide to the Bamako Field Office the exact schedule of meetings prior to the commencement of the mission in Timbuktu. Concerning the persons you intend to meet, I kindly draw the attention of the Defence to articles 10, 11 and 12.

Kindly note that [REDACTED] (FSO) will provide you with a security briefing and during the mission he will have the overall coordination role.

In addition, I would like to stress that all the services are provided by MINUSMA on a reimbursable basis.

Please do not hesitate to contact me should you require further or additional information.

I would be grateful if you could acknowledge receipt of my message.

Kind regards,

[REDACTED]

(I) Basic Principles

1. It is understood that MINUSMA shall afford the support provided for in this agreement to the extent feasible within its capabilities and without prejudice to its ability to discharge its other mandated tasks taking into consideration the safety of its members and assets, and its operational priorities.
2. The Court, represented by the Registrar, acknowledges that the Government of Mali has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the Memorandum of Understanding between the United Nations, represented by the Security Coordinator, and the International Criminal Court Regarding Coordination of Security Arrangements, which entered into force on 22 December 2004 (the "MOU on Security Arrangements"), neither the United Nations nor MINUSMA shall be responsible for the safety or security of the members of the delegation or assets of the Court or of potential witnesses, victims, suspects or accused or convicted persons or other persons identified in the course, or as a result, of the work of the members of the delegation. In particular, nothing in this agreement shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or MINUSMA to ensure or provide for the protection of potential witnesses or victims identified or contacted by the members of the delegation in the course of their work.

(II) Reimbursement

3. All support provided to the Court by the United Nations, including MINUSMA, pursuant to this agreement shall be provided on a fully reimbursable basis.
4. The Court shall reimburse the United Nations, including MINUSMA, in full for and in respect of all clearly identifiable costs that the United Nations, including MINUSMA, may incur as a result of or in connection with providing support pursuant to this agreement.
5. It is understood that the clearly identifiable costs referred to in the preceding paragraph include the costs of the administrative overheads involved in providing support to the Court pursuant to this agreement and that these administrative costs shall be reimbursed to the United Nations at the rate of 14 per cent of the direct costs incurred by the United Nations, including MINUSMA, as a result of or in connection with the provision of such support.
6. The Court shall not be required to reimburse the United Nations, including MINUSMA, for or in respect of:
 - (a) costs that the United Nations, including MINUSMA, would have incurred regardless of whether or not the support were provided to the Registry pursuant to this agreement;
 - (b) depreciation in the value of United Nations or contingent owned equipment, vehicles or aircraft that might be used by the United Nations, including MINUSMA, in the course of providing support pursuant to this agreement.

(III) Air and Ground Transportation between Bamako and Timbuktu, and within Timbuktu

7. Subject to prior signature of the appropriate waivers of liability as set out in Appendix A by each of the members of the delegation concerned, MINUSMA shall provide air transportation on its aircraft for the four members of the delegation between Bamako and Timbuktu and ground transportation in its vehicles within Timbuktu.

(IV) Accommodation in Timbuktu

8. Subject to the prior written consent of the Government of Mali and to prior signature of a waiver of liability as set out in Appendix B by each of the four members of the delegation concerned, MINUSMA shall provide temporary and overnight accommodation at the MINUSMA Super camp in Timbuktu for [REDACTED] of the delegation during the period between 10 and 14 February 2020.

(V) Provision of meeting space

9. MINUSMA shall provide to the delegation three meeting spaces for a maximum of five persons at the MINUSMA Super camp for the duration of the mission between 10 and 14 February 2020, for the purpose of the delegation's meetings with potential witnesses. The exact schedule of the meetings and the names of the participants should be provided to MINUSMA prior to the commencement of the mission to Timbuktu on 10 February 2020.
10. Entry and access to the MINUSMA Super camp is subject to the prior signature of a waiver of liability as set out in Appendix C and the presentation of a valid form of identification by all individuals.
11. During their presence on United Nations premises all individuals attending the delegation's meetings must follow at all times the security directives, instructions and orders issued by or under the authority of the Special Representative of the Secretary-General and Head of MINUSMA and must comply with all operational directions or orders issued to them by

members of MINUSMA. It shall be a condition to the meetings on MINUSMA premises pursuant to this Article that members of the delegation accompany the individuals participating in these meetings at all times during their presence on MINUSMA premises.

12. MINUSMA reserves the right to refuse to grant entry to the MINUSMA Super camp to any individual participating in a meeting with the delegation at the MINUSMA Super camp or to remove any such individual from MINUSMA Super camp at any time.

(VI) Emergency medical support

13. Subject to the prior signature of the waivers of liability, as set out in Appendix D, by each of the four members of the delegation concerned, MINUSMA shall provide the following support in the event it is needed:
 - (a) emergency medical assistance in its Medical Level 1 facilities; and
 - (b) transportation to the nearest available Mission Level II medical facility, including emergency medical evacuation services to Mission Medical Level III facility in Dakar as needed, it being understood that it is the Court's responsibility to arrange for subsequent hospitalization and further medical treatment in that country or any other country.
14. It is being understood that the provision of such services is on a space-available basis and the members of the delegation shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

(VII) Security Support

15. Subject to the prior written consent of the Government of Mali, MINUSMA shall provide security support for the purpose of facilitating the mission to be carried out by the four members of the delegation in Timbuktu during the period between 10 and 14 February 2020.

(VIII) Security Arrangements

16. The provisions of this Section are supplemental and additional to those of the MOU on Security Arrangements, which applies *mutatis mutandis* to the members of the delegation, and shall be understood to be without prejudice to, and not to derogate in any manner from its terms. The Special Representative of the Secretary-General and Head of MINUSMA is the Designated Official for Mali within the meaning of that expression as it appears in the MOU on Security Arrangements.
17. MINUSMA shall, upon presentation of a valid form of identification, issue to the four members of the delegation participating in the mission to Timbuktu identity cards granting them access to MINUSMA premises as official visitors for the duration of their mission.
18. MINUSMA shall permit the [REDACTED] of the delegation participating in the mission to Timbuktu to attend security-related briefings provided by MINUSMA, as and when deemed appropriate by the Special Representative of the Secretary-General and Head of MINUSMA.
19. The Registry shall inform MINUSMA, at least five (5) working days in advance of their arrival in Mali, of the identities of those [REDACTED] of the delegation, if any, who will be carrying firearms and of the specifications of the firearms concerned.

20. The Registrar shall instruct the [REDACTED] of the delegation participating in the mission to Timbuktu:
- (a) to follow at all times the security directives, instructions and orders issued by or under the authority of the Special Representative of the Secretary-General and Head of MINUSMA;
 - (b) to comply with operational directions or orders issued to them by members of MINUSMA while they are under their immediate protection;
 - (c) to comply at all times while they are on MINUSMA premises, are in MINUSMA vehicles or are under the immediate protection of members of MINUSMA with all MINUSMA orders, instructions, directives and policies regarding the care, carriage, display and use of firearms and ammunition.
21. Members of the delegation carrying firearms shall, upon entering MINUSMA premises or boarding any MINUSMA vehicle, report to the senior MINUSMA security officer or other senior member of MINUSMA present that they are carrying firearms and shall, upon request, hand over the firearms to MINUSMA for the duration of their stay on such premises or journey on such vehicle. MINUSMA undertakes to store such firearms in a secure place and to treat them with the same level of care as it applies to its own firearms of the same nature. It is understood nevertheless that the risk of damage to or loss of such firearms during their storage by MINUSMA shall remain with the Registry, unless such damage or loss results from the negligence of the United Nations or of MINUSMA officials, agents, servants and employees or any third party. Subject to this exception, the Registry hereby agrees to release the United Nations, including MINUSMA, and their officials, agents, servants and employees from any claim in respect of such damage or loss.

(IX) Good Order

22. The Registrar shall take all necessary steps to ensure the discipline and orderly conduct of all members of the delegation concerned at all times while they are on MINUSMA premises, in MINUSMA vehicles or under the immediate protection of MINUSMA and shall ensure that they comport themselves in a manner that respects and preserves the exclusively international character of MINUSMA and its premises, vehicles and personnel and does not prejudice in any way the security or proper conduct of MINUSMA's operations or activities.

(X) Payments

23. MINUSMA shall submit invoices to the Court for the provision of the support under this agreement. It shall do so promptly and, in any event, within 60 (sixty) days of the date on which the support concerned was provided.
24. The Court shall make payment against such invoices within 30 (thirty) days of the date printed on them.
25. Payment shall be made in United States Dollars, by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

(XI) Communications

26. MINUSMA and the Registrar shall each designate official contact persons responsible for:
- (a) transmitting and receiving waivers of liability under paragraphs 7, 8, 10 and 13 of this agreement;

- (b) transmitting and receiving the notification provided for in paragraph 19 of this agreement;
- (c) submitting and receiving invoices and making and receiving payments under Section X of this agreement.

These designated official contact persons shall be the exclusive channels of communication on these matters between MINUSMA and the Registry.

(XII) Consent of the Government

27. It shall be the responsibility of the Registrar to obtain the prior written consent of the Government of Mali, as provided for in paragraph 8 and 15 of this agreement.

(XIII) Consultations

28. Any differences between the Parties to this agreement arising out or in connection with its implementation shall be settled by consultations between the Director of the Registry's Division of External Operations and the Assistant-Secretary-General for Africa. If such differences are not settled by such consultations, they shall be referred to the Registrar and to the Under-Secretary-General for Peace Operations for resolution.

(XIV) Indemnity

29. Each Party to this agreement shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, its officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by its officials, agents, servants or employees, based on, arising out of, related to, or in connection with the implementation of this agreement, unless the Liability results from the gross negligence or wilful misconduct of the other Party or of the other Party's officials, agents, servants or employees.
30. The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including MINUSMA, and their officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties, including, but not limited, to witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising out of, related to, or in connection with the implementation of this agreement, unless the Liability results from the gross negligence or wilful misconduct of the United Nations, including MINUSMA, or their officials, agents, servants or employees.

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