



**IAP**  
International Association of Prosecutors



**International Society for Military  
Law and the Law of War**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**NETWORK OF MILITARY PROSECUTORS**

**OF THE INTERNATIONAL ASSOCIATION OF PROSECUTORS**

**AND THE**

**INTERNATIONAL SOCIETY**

**FOR MILITARY LAW AND THE LAW OF WAR**

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The *Network of Military Prosecutors* (the "NMP"), a special interest group of the *International Association of Prosecutors* (the "IAP") and the *International Society for Military Law and the Law of War* (the "ISMLLW") (hereinafter individually referred to as the "Party" and jointly referred to as the "Participants"),

Having regard to the respective objectives of the Participants;

Considering the shared interest in cooperation between the Participants;

Have reached the following understanding:

**Paragraph 1 - Purpose**

The Participants intend to facilitate exchanges in areas of mutual interest and concern, and to further collaboration in the area of military and criminal law, including in training and in dissemination of their respective publications.

**Paragraph 2 - Fundamental Principle**

This Memorandum of Understanding ("MOU") is intended to be carried out in accordance with the applicable rules, regulations and policies of the Participants and within the funds available to each of the Participants.

**Paragraph 3 - Planning**

In the context of their respective planning processes, both Participants commit to explore any opportunities for collaborative activities, as set out in paragraph 4 of this MOU, and other forms of collaboration with a view to determining a joint calendar of activities.

**Paragraph 4 - Possible Collaborative Activities**

The collaborative activities may include, but are not limited to:

- The organisation of joint events;
- The participation of representatives from each Participant in events, notably as speaker or session chair;
- The promotion of the other Participant's organisation, activities and publications, notably through the distribution of summaries of such objectives, activities and

publications and of hyperlinks to the website of the other Party.

**Paragraph 5 - Costs**

All costs associated with the execution of this MOU, including travel expenses and registration fees in relation to conferences, are to be settled by the sending Party.

**Paragraph 6 - Confidentiality**

The Participants are not to release, distribute or make available to any third party, or use for the purposes other than carrying out this MOU, any information of the other Party obtained from entering into or carrying out this MOU without the prior consent of the other Party.

**Paragraph 7 - Modification of the Memorandum of Understanding**

This MOU may only be modified by the mutual written consent of duly authorised representatives of each of the Participants hereto.

**Paragraph 8 - Settlement of Disputes**

This MOU does not constitute a legally binding document. Any dispute between the Participants relating to this MOU is to be settled amicably by mutual consultations between the Participants only, without recourse to any external court or tribunal.

**Paragraph 9 - Term of Cooperation**

Cooperation pursuant to this MOU is intended to commence on the day of signature by the duly authorised representatives of each of the Participants and it will remain in effect until terminated by either of the Participants. Termination may be effected by either participant after one year upon a three months' notice, or by the mutual written consent of both Participants.

Signed in duplicate, in the English language, on the date and at the place written below.

For the International Association of Prosecutors

Name: *Han Moraal*  
Title: *(Mr.) Secretary-General*  
Place: *Geneva*  
Date: *18 June 2019*

For the International Society for Military Law and the Law of War

Name: *Wolff Heintschel von Heinegg*  
Title: *(Prof. dr.) President*  
Place: *Geneva*  
Date: *18 June 2019*