



**IAP**  
INTERNATIONAL  
ASSOCIATION OF  
PROSECUTORS



THE  
SIRACUSA  
INTERNATIONAL  
INSTITUTE  
for criminal justice  
and human rights

**MEMORANDUM OF UNDERSTANDING ON COOPERATION**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF PROSECUTORS**

**Hartogstraat 13**

**2514 EP The Hague**

**The Netherlands**

**AND**

**SIRACUSA INTERNATIONAL INSTITUTE FOR CRIMINAL JUSTICE AND HUMAN RIGHTS**

**Via Logoteta 27**

**96100 Siracusa**

**Italy**



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This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between:

1. The International Association of Prosecutors (hereinafter referred to as "the IAP")

AND

2. The Siracusa International Institute for Criminal Justice and Human Rights (hereinafter referred to as "the SII").

The IAP and the SII, together hereinafter referred to as "the Parties".

## **WHEREAS**

- A. The IAP is the only worldwide organization of prosecutors committed to setting and raising standards of professional conduct and ethics for prosecutors worldwide. It strives to promote the rule of law, fairness, impartiality, and respect for human rights in the prosecution of criminal offenses and aims to improve international co-operation efforts to combat crime. It promotes international co-operation in gathering and providing evidence and assists prosecutors internationally to promote the accurate and efficient administration of justice. Through its Global Training Initiative, the IAP brings training and development to organizational and individual members in more than 175 territories and jurisdictions around the world.
- B. The SII is an Italian not-for-profit foundation dedicated to education, training and research in the fields of international and comparative criminal justice and human rights. The main objective of the Institute is to contribute to international peace and security through the effective implementation of criminal law and criminal justice, and to promote the rule of law and the protection of human rights in criminal justice systems worldwide. It works towards the establishment of international criminal justice and ending impunity of international crimes such as genocide and crimes against humanity. The SII focuses on three fundamental pillars: technical assistance programs, postgraduate education, and scientific research.
- C. The Parties have a common purpose in assisting with the needs and training of prosecutors and legal practitioners worldwide, promoting high standards and principles of the administration of criminal justice in support of the rule of law, and facilitating the cooperation of international organizations in furtherance of these goals.

## **ARTICLE I. PURPOSE AND SCOPE**

- 1.1 This MOU provides conditions and modalities according to which the Parties agree to strengthen mutual cooperation and partnership for facilitating capacity-building, technical assistance, outreach and support to achieve their shared objectives.
- 1.2 This MOU is strictly limited to expressing the desire of the Parties for mutual cooperation and is not intended to impose any legal obligations of any nature for either Party. Therefore, it is not a legally enforceable contract between the Parties.



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1.3 None of the provisions of this MOU may be taken as the creation of any kind of association (such as, for example, the characteristic liability of partnerships), joint venture, agency, exclusive agreement or other similar relationship between the Parties.

1.4 Neither of the Parties nor anyone whom they may employ shall be considered as an agent of the other Party or a member of the staff of the other Party and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit the other Party to any expenditure or their obligations.

1.5 The Parties agree to cooperate within their jurisdictions and competencies in the following strategic areas:

- a. Strengthening mutual partnership for facilitating the capacity-building, technical assistance, outreach and support for prosecutors and legal practitioners.
- b. Strengthening mutual partnership and enhancing cooperation for developing and implementing joint capacity-building projects/programmes for prosecutors and legal practitioners.
- c. Strengthening mutual partnership for facilitating the fundraising for development and implementation of joint capacity-building projects/programmes, as discussed and agreed upon by the Parties.
- d. Strengthening mutual cooperation for promoting high professional standards and principles, for providing training assistance and information to assist judicial actors in the effective administration of criminal justice.
- e. Strengthening mutual partnership for facilitating the development of each other's capacities in the areas of legal training, technical assistance, research and guidance.

## ARTICLE II. AREAS OF COOPERATION

The Parties agree that cooperation and partnership opportunities may include, but not limited to:

- a. Holding consultations to determine the best approach to fulfilling mutual goals.
- b. Training of prosecutors and legal practitioners in common areas of interest.
- c. Support in identifying and addressing the needs for legal training, guidance, and technical assistance of prosecutors and legal practitioners.
- d. Support in developing the training modules/curricula, and submission of proposed curricula and other training materials between the Parties for consultation and feedback.
- e. Support in identifying experts/trainers and target groups for the capacity-building activities.
- f. Support in developing and distributing guideline material for/to judicial actors, prosecutors and legal practitioners.
- g. Support in attracting and establishing strategic partnerships and collaborations for fostering development and implementation of joint capacity-building projects/programmes/activities.





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- h. Support in fundraising from the public and private sectors for the development and implementation of joint capacity-building projects/programmes/activities.
- i. Participating in joint events, one another's conferences, meetings, or sessions, and in other special projects designed to fulfill particular goals.
- j. Exchanging knowledge, experiences, best practices, studies, and toolkits related to the areas of common interest.
- k. Support in developing and implementing joint research projects.
- l. Support in developing protocols and projects aimed at building each other's capacities in the areas of professional training, technical assistance and guidance.
- m. Creating marketing materials highlighting the mutual partnership in common areas of interest.
- n. Promoting one another's organization, activities, and publications through the appropriate channels of communication.
- o. Issuing certificates of completion to attendees who successfully complete courses within joint projects/programmes.
- p. Developing any other pertinent activities deemed necessary to further carry out the duties and objectives outlined in this MOU.

### ARTICLE III. CHANNELS OF COMMUNICATION

3.1 In order to facilitate cooperation under this MOU, the parties agree to appoint the following persons as their respective liaisons for coordination, execution, follow up, and supervision.

- For the IAP:

Irina Beridze

Executive Programme Manager

Email: [epm@iap-association.org](mailto:epm@iap-association.org)

Mob.: + 995 591 946868

- For the SII:

Filippo Musca

Director General

Email: [f.musca@siracusainstitute.org](mailto:f.musca@siracusainstitute.org)

Mob.: +39 346 3733600

3.2 Liaison officers shall maintain contact through official channels, without prejudice to the use of direct communication, through the most effective information technology media for the fulfillment of their functions. They shall facilitate communications between the Parties and between the Parties and third parties on matters arising within the scope of this MOU.



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3.3 The Parties shall communicate all information regarding joint projects, events, and interests in an open and transparent manner to facilitate cooperation. Communications need not be limited to contact between the liaison officers.

#### **ARTICLE IV. PROJECTS/PROGRAMMES**

4.1 For the purposes of this MOU the Parties shall conclude an agreement for each specific project/programme (hereinafter referred to as the "Project Agreement"), which shall establish the modalities of project implementation, monitoring and reporting.

4.2 Each Project Agreement shall determine:

- a. project goals and objectives;
- b. project activities;
- c. duties and responsibilities of the Parties;
- d. terms and conditions for project implementation, monitoring and reporting;
- e. project budget, and each Party's contribution, if applicable;
- f. payment schedule for the Partner's contributions;
- g. intellectual-property clauses and other rights and clauses arising from the project;
- h. other essential provisions.

4.3 The Parties shall implement each project in accordance with the respective Project Agreement and, whenever applicable, the related budget.

4.4 The Parties shall inform each other of events and projects to which they could be potentially associated in order to facilitate delivery of the project objectives.

#### **ARTICLE V. COMMUNICATION AND MEDIA ACTIVITIES**

5.1 The Parties shall closely cooperate for planning, implementing, monitoring and assessing the communication tools related to joint projects/programmes/activities.

5.2 In particular, the Parties shall:

- a. Develop clear co-branding procedures that permit the efficient handling of requests for the use of the other Party's name and/or logo; and,
- b. Define consistent cross-referencing and linking standards for posting regular updates, portals done in concert and communication with each organization's respective Communications team.

5.3 The Parties shall take measures to publicly promote and broaden awareness of the projects/programmes/activities and make available to each other the publicity/promotional materials for distribution through their channels.

5.4 The Parties shall keep each other properly informed on the progress of the projects/programmes/activities related to the operation of the present MOU and exchange the necessary information upon request.





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5.5 The Parties shall provide each other with qualitative and quantitative information pertaining to the assessment of the impacts of the activities they carry out in the framework and in connection with this MOU.

5.6 The Parties agree that their respective organizations may engage in fundraising opportunities to achieve the goals of this MOU and further agree to communicate and agree to the precise fundraisers who support the implementation of this MOU.

#### **ARTICLE VI. ANNOUNCEMENT**

6.1 No announcement or information concerning this MOU, or any associated matter shall be released or authorized in any advertising, publicity, promotional or other marketing activities without the prior written consent of the other Party.

6.2 A request for such consent should be considered at the shortest possible time, and a response to a request should not be delayed without reasonable grounds.

#### **ARTICLE VII. LOGO AND TRADEMARKS**

7.1 Unless authorized in advance in writing, the Parties shall not use one another's insignia, name, logo, or emblem for advertising or any other purposes.

7.2 The Parties will work to secure the approval of logos and trademarks as necessary from any third parties involved in any projects/programmes/activities. The Parties agree to share, review, and seek mutual approval of any use of each other's trademarks or logos when working with third parties while implementing this MOU.

#### **ARTICLE VIII. CONFIDENTIALITY**

8.1 Each Party shall use the information, documentation or any other material provided by the other Party and marked as confidential only to perform its obligations and exercise its rights under this MOU, and shall not cause or allow the information to be disclosed except:

- a. where it is required by law, court order or other governmental or public regulatory body;
- b. disclosure to its employees, representatives or advisors or other persons, engaged in the performance of work, who need to know the information to discharge their obligations under this MOU and subject to the use of such information only for these purposes without permission to disclose this information;
- c. where information has become publicly available (except when this occurs due to disclosure in breach of provisions of this MOU by one of the Parties);
- d. where information was available or known to the Party on a non-confidential basis before being disclosed under this MOU.

8.2 The Parties will seek and obtain approval from the other Party before making any public statement regarding work contemplated, undertaken, or completed pursuant to this MOU or a Project Agreement.



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8.3 The Parties shall undertake all necessary measures to maintain the confidentiality of any information and prepared or received documents by the other Party.

8.4 Before any information may be released publicly, the Parties agree to disclose to each other in writing what information may be disseminated publicly.

#### **ARTICLE IX. DATA PROTECTION**

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and any other applicable data and privacy laws.

#### **ARTICLE X. FINANCIAL TERMS**

10.1 The commitments made through this MOU shall not generate any financial obligation among the Parties. The mechanisms for financing activities connected with the implementation of this MOU shall be subject to budget availability of the respective Parties, unless otherwise agreed in writing.

10.2 The Parties agree to disburse any requisite funds in compliance with current treasury and financial institution banking standards.

#### **ARTICLE XI. DISPUTE RESOLUTION**

11.1 Any and all disputes or disagreements arising from the interpretation and/or execution of this MOU shall be mutually and amicably settled by the Parties through direct negotiation and consultation between the Executive Director of the IAP and the Director General of the SI.

11.2 The Parties agree that any negotiations in the MOU and future Project Agreements will be conducted in and use the principles of good faith and that the Parties stated intentions shall prevail.

11.3 In the event such measures fail to resolve the dispute, they shall refer it for resolution to IAP/NAAG internal executive team.

#### **ARTICLE XII. AMENDMENTS**

Either Party may request changes to the present MOU. Any changes, modifications, revisions or amendments shall be incorporated by written instrument, and shall be effective when signed by the Parties.

#### **ARTICLE XIII. TERMINATION**

13.1 Should either Party fails to meet its obligations, the other Party may terminate the present MOU upon three (3) months written notice to the other Party, without prejudice to ongoing projects.

13.2 Either Party may terminate the present MOU, without cause, upon three (3) months written notice to the other Party, without prejudice to ongoing projects.



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#### ARTICLE XIV. EFFECTIVE DATE AND TERM

The present MOU enters into force upon signature by the Parties and shall remain in force until three (3) years after the date of signature and may be renewed for equal periods as agreed upon by the Parties.

This MOU shall be applied from the date of the last signature by the authorized representatives of the Parties and shall continue to be applied unless terminated in accordance with clause XIII of this MOU or a different written arrangement reached between the Parties.

As a sign of consent with the contents and obligations contained within this MOU the Parties set their hands in acceptance thereof, in two counterparts, on this \_\_\_ day of \_\_\_, 2022.

SIGNATURE

Cheol-Kyu Hwang

President  
International Association of Prosecutors

DATE 08/04/2022

SIGNATURE

Jean-François Thony

President  
Siracusa International Institute for Criminal Justice and Human Rights

DATE 8.4.2022