



Organization for Security and  
Co-operation in Europe



International Humanitarian Fact-Finding Commission (IHFFC)  
Commission internationale humanitaire d'établissement des faits (CINEF)

## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ORGANIZATION FOR SECURITY AND CO-OPERATION IN EUROPE

AND

THE INTERNATIONAL HUMANITARIAN FACT-FINDING COMMISSION

The Organization for Security and Co-operation in Europe, as represented by its Secretariat ("OSCE"), with headquarters located at Wallnerstrasse 6, 1010 Vienna, Austria, and the International Humanitarian Fact-Finding Commission ("IHFFC") with headquarters located at Taubenstrasse 16, 3003 Bern, Switzerland, jointly referred to as "Parties", and individually – "the Party".

CONSIDERING that the OSCE is a regional arrangement in the sense of Chapter VIII of the Charter of the United Nations and is the primary instrument for early warning, conflict prevention and crisis management in the OSCE region, and recognizing that it does so as a civilian operation in terms of international humanitarian law;

MINDFUL THAT the IHFFC was established as a permanent, international and independent body under Article 90 of the First Additional Protocol of the Geneva Conventions of 1949, with the purpose of, *inter alia*, facilitating, through its good offices, the restoration of an attitude of respect for international humanitarian law; and

CONVINCED that co-operation between the OSCE and the IHFFC, including the good offices which the IHFFC can provide, may be beneficial towards fulfilling the respective mandates where they may intersect.

*HAVE AGREED AS FOLLOWS:*

**ARTICLE 1  
OBJECTIVE**

The Parties, within the framework of their respective mandates, shall develop their mutual co-operation with a view to:

- Collaborate on initiatives which fall within the respective mandates of both Parties;
- Enable assistance to the OSCE, including through the use of good offices of the IHFFC, related to promoting the restoration of an attitude of respect for international humanitarian law; and
- Exchange information on matters of common interest.

**ARTICLE 2  
IMPLEMENTATION**

1. The implementation of this Memorandum of Understanding shall be subject to distinct arrangements on a case-by-case basis, which shall be mutually agreed upon by the Parties in writing on the basis of and within the framework of this Memorandum of Understanding.

2. As a guiding principle, each Party shall be responsible for co-ordinating the implementation of its efforts, carried out pursuant to this Memorandum of Understanding, in accordance with its own mandate, regulations, rules and other administrative issuances and policies.

3. Unless otherwise agreed in the relevant distinct arrangement, the Parties shall bear their own expenses which may arise in the course of implementing the present Memorandum of Understanding.

**ARTICLE 3  
EXCHANGE OF INFORMATION**

The Parties shall exchange information on matters of common interest on a regular basis, including through participation in conferences or meetings held by the other Party, in accordance with their existing rules and when such conferences or meetings address matters of common interest.

**ARTICLE 4  
CONFIDENTIALITY**

1. The Parties are required to exercise the utmost discretion in all matters relating to this Memorandum of Understanding.
2. Unless expressly authorized in writing by the other Party, neither Party shall disclose at any time to any third party any information which has not been made public and which is known to either Party by reason of its association with the other Party. Neither Party shall, at any time, use such information to any private advantage. These obligations do not lapse upon termination of this Memorandum of Understanding.
3. The Parties shall extend the obligations specified in paragraph 1 of this Article to their officials and other employees, agents and subcontractors.

**ARTICLE 5  
INTELLECTUAL PROPERTY**

Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.

**ARTICLE 6  
PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, expressed or implied, of any of the privileges and immunities respectively enjoyed by the OSCE and the IHFFC.

**ARTICLE 7  
SETTLEMENT OF DISPUTES**

Any dispute, controversy or claim arising out of or in relation to this Memorandum of Understanding shall be amicably settled through negotiations between the Parties.

**ARTICLE 8  
ENTRY INTO FORCE AND TERMINATION**

This Memorandum of Understanding shall enter into force on the date of last signature and shall remain in effect until either Party terminates it by serving a three (3) months prior written notice to the other Party.

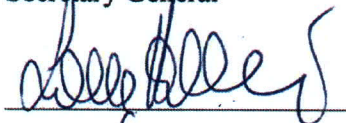
**ARTICLE 9  
AMENDMENTS**

Any modification of this Memorandum of Understanding shall be subject to the written approval of both Parties.

This Memorandum of Understanding is concluded in two (2) originals in the English language, one copy for each Party.

For the OSCE:

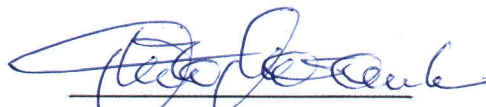
Lamberto Zannier  
Secretary General



Place: Vienna,  
Date: 17 May 2017

For the IHFFC:

Thilo Maruhn  
President



Place: Gießen  
Date: 18 May 2017