MEMORANDUM OF UNDERSTANDING

Between

The International Commission on Missing Persons (ICMP)

And

Kurdish Regional Government (KRG)

(Hereinafter collectively referred to as „the Parties“ or individually as „the Party“)

Concerning

Data Management for the Investigation of Mass Graves

The Parties, considering:

i. That ICMP has the mandate to work with governments to resolve the fate of the missing as part of the overall effort to seek truth and justice, and that ICMP accomplishes its mission by using traditional and advanced forensic techniques including Data Management Systems to locate, recover and identify the mortal remains of the missing;

ii. That the paramount task of the KRG is maintaining the rule of law and providing for security and fostering internal and regional peace.

iii. That there are a large number of persons that are missing as a result of the reign of Saddam Hussein;

iv. That the majority of these persons is dead and located in numerous mass graves in the region;

v. That mass graves pose a grave liability and unless exhumed a risk to social cohesion for generations to come;

Have agreed as follows:

1. Regarding the use of ICMP forensic Data Management Systems (fDMS)

1.1 The KRG acknowledges that ICMP’s fDMS consists inter alia of the following components:

1.1.1 Field fDMS

i. Scheduling fDMS: Relevant to scheduling initial investigations and reconnaissance

ii. Field fDMS: Relevant to automated report generation

iii. Survey fDMS: Case log with 3-dimensional coordinates per item

1.1.2 Examinations fDMS

i. Anthropological fDMS: Post-mortem review; automated generation of anthropological and pathological reports, simple chain of custody of biological samples; re-association and dissociation; age estimation for sub-adults

ii. Skeletal Inventory fDMS: Pre- and Peri-Mortem features; bone samples in a graphically displayed format; Re-association and dissociation; Automated generation of reports; Query engine for presence/absence of bones, sex, age, stature; Automatically imports age, sex, stature

1.1.3 Laboratory Identification Management (LIM) & DNA fDMS

i. LIM: Biological sample management for DNA-based identifications purposes, here bones; status reporting; automated establishment of chain of custody;
ii. DNA ID: Biological reference sample management for DNA-based, population based identifications purposes; status reporting; automated establishment of chain of custody; automated DNA match reporting.

1.1.4 Reburial fDMS: Automated reporting on location, witnesses etc.

1.1.5 Geographical Information Systems fDMS: Analyze survey data; Mapping; Stratigraphy.

1.2 The KRG acknowledges that ICMP's fDMS is the intellectual property of ICMP and that its components are either the intellectual property of ICMP or licensed to ICMP.

1.3 The KRG acknowledges that any fDMS requires adjustments and calibration towards the specific purposes the system shall serve and that such adjustment and calibrations represent the intellectual property of ICMP where ICMP makes such adjustments and calibrations.

1.4 The KRG acknowledges that ICMP subjects all use of its fDMS to ICMP's best practice and standard operating procedures by which ICMP protects its own reputation and that of its partners and the Governments that participate, contribute or support ICMP.

1.5 ICMP herewith gives notice that the Field fDMS currently applied by the Coalition Provisional Authority is no longer available from ICMP that does also not endorse its dissemination.

2. **Regarding cooperation between the Parties**

2.1 ICMP shall make available to KRG the fDMS components listed under 1.1.1 above.

2.2 ICMP shall make such calibrations and other adjustments as ICMP and KRG will agree taking into account international best practice on the use of Field fDMS. For this purpose, ICMP will make available, at the location of signing this MoU or at another location on which the parties shall agree no later than four weeks following signing of this MOU, one or two database coordinators/programmers to provide training to KRG database experts for one week.

2.3 ICMP shall make available to the KRG the fDMS components listed under 1.1.2 above upon satisfactory performance of the Field fDMS and per request of the KRG.

2.4 ICMP may at its discretion make other components of its fDMS as well as other assistance available to the KRG, provided ICMP can secure appropriate funding and other agreements underpinning the work of ICMP.

2.5 The KRG commits itself not to alter ICMP's fDMS, including its format, appearance, designation of authorship except with the permission of ICMP. The KRG also commits itself not solicit technical support for the fDMS of any party other then ICMP, except with the permission of ICMP, or without such permission to make the database in whole or part available to any other Party.

3. **Liability**

3.1 Neither party shall be liable to indemnify the other in respect of any claim, debt, damage, or demand brought forth by a third party and arising out of the implementation of this MOU.

3.2 Neither party shall be liable for compensation for the death, disability, or other hazards which may be suffered by the employees and/or volunteers of the other party as a result of their activities during work on the subject matter of this MOU.

3.3 Neither party shall be liable for expenditures nor obligations incurred by the other in excess of contributions as specified in this MOU.

4 **Regarding the MOU**
4.1 The MOU may be terminated for two reasons:

For cause: When either Party has failed to comply with the conditions of the MoU, the other party may terminate the MOU, in whole or in part, upon written notice;

OR

For convenience: When both Parties agree, in whole or in part, that the continuation of the MoU would not produce beneficial results and upon the written notice.

4.2 Unless a party is notified otherwise in writing, any notice required or permitted under this MOU shall be deemed sufficiently given or served if sent by certified mail, return receipt requested, addressed as follows:

If to ICMP to: ICMP Chief of Staff, Alipasina 45a, 71000 Sarajevo, BiH

If to KRG to:  

4.3 The MOU shall enter into effect upon the signature of a representative of KRG and a representative of ICMP;

4.4 There shall be four signed copies of the MOU;

4.5 The parties agree to settle any disputes amicably. Failing amicable resolution, all disputes shall be solved by arbitration. In the event of dispute resolution by arbitration, each side shall appoint an arbitrator who shall jointly appoint a third arbitrator. In the event that either side determines that agreement on a third arbitrator cannot be reached, the U.S. Secretary of State shall nominate a third arbitrator.

4.6 Neither this MOU nor any part thereof shall be construed to constitute any waiver, whether expressed or implied, of any privileges and immunities that apply to ICMP offices, accounts, assets, officials, officers, experts and staff.

4.7 This MOU supersedes any prior agreement on the matter between the parties.

4.8 All amendments to this MOU shall be made in writing, duly signed by both parties.

Signed in on 22/02/2004

For KRG

Signed in on 22/02/2004

For ICMP