

General draft guidelines for cooperation in the JRR Mechanism
(Distributed in Venice, June 2006, but not discussed)

1) Scope and Functions

a) JRR participants will work toward coordinating their activities in order to be ready to respond quickly, in case of a favorable security and political climate, to a genuine request for support of a national or international accountability mechanism, primarily by the provision of expertise and/or resources in support of efforts to identify, collect and preserve information, especially that which is most likely to disappear, concerning alleged genocide, war crimes, and crimes against humanity.

b) JRR teams may engage in various functions, including the investigation of the patterns of violence, forensic mapping, documentary evidence investigations, visual image collection, compilation of potential witness lists, identification and marking of massacre sites, initial victim/witness protection surveys and as appropriate the recording of testimonial information. If appropriate, a JRR mission or part of it may also assist in investigations and preparations of prosecution.

c) JRR teams will act under the authority of the State or the International Institution that requests in its assistance. The sovereignty of the host state will be respected. They will, whenever feasible, coordinate their activities with those of other international and national actors.

2) Participation and partnership

a) States which take part in the JRR Mechanism shall be "State Participants" of JRR, while Intergovernmental Organizations shall have the status of "Associate Participants". State Participants and Associate Participants shall collectively be known as "Participants". Non-governmental partners are being linked to the JRR Mechanism by agreement of Participants and shall, whenever they take part in JRR operations, do so under the authority of one or several Participant.

b) States can participate by supplying one or more of the following categories of assistance:

- i) Putting a number of experts on a roster for deployment
- ii) Paying the costs for deployment of own experts
- iii) Paying the costs for deployment of experts from other Participants
- iv) Paying the costs for training of own experts
- v) Paying the costs for training of experts from other Participants
- vi) Contribute to the costs of the administration of the JRR, by funding or in kind
- vii) Contribute to other common costs

c) Associate Participants shall have the opportunity for active participation and full consultation, as set out in this document and other relevant documents. In order to become an Associate Participant, the organization has to be properly constituted with defined rules, and have a functional and professional role relevant to the work of JRR. At

no time shall the number of Associate Participants exceed that of the States Participants of JRR.

d) Associate Participants shall contribute to the work of JRR the same way as States Participants.

e) Non-Governmental Partners may contribute to the work of JRR the same way as States Participants or by other appropriate means, such as consultancy. Non-Governmental Partners have to be properly constituted with defined rules, and have a functional and professional role relevant to the work of JRR.

3) Organization

a) The organization of this initiative shall commence incrementally, as agreed by Participants.

b) The JRR Mechanism may be administered by a Secretariat attached to or by an existing institution, as decided by the Participants.

c) The JRR Mechanism shall not have legal personality.

4) Decision Making

a) Participants may meet in two formations, the permanent Policy Group and the Technical Group. The Policy Groups shall meet once a year, usually in New York, to review the activities of the mechanism, take necessary procedural decisions and deal with other appropriate matters. The Technical Group will meet as often as necessary. Chairmanship in the Groups will rotate annually according to a schedule determined by the Policy Group. Decisions may be taken per capsulam through focal points of Participants.

b) All decisions pertaining to general organizational and technical matters will be by consensus of all States Participants.

c) All decisions pertaining to missions will be taken in accordance with The Guidelines for the Deployment of a JRR Mission leading to an agreement amongst partners participating in a JRR Mission.

5) Financing

The JRR Mechanism and JRR activities shall be financed on a voluntary basis. Financing of the administration of the JRR Mechanism and other common costs shall be decided by the Policy group on behalf of Participants at the basis of available funds. The Participants may decide to set up one or more funds for the financing of the Secretariat and other costs associated with regular or ad hoc JRR activities. Any necessary financial regulations may be decided by the Participants.

Draft Basic Elements of the Procedure for the Deployment of Experts in the Framework of a JRR Mission

(Distributed in Venice, June 2006, but not discussed)

1) Any decision pertaining to a request for JRR assistance shall only be taken after a comprehensive assessment with recommendations has been circulated to all States Participants and Associate Participants. A decision whether to offer expertise and/or other resources for a JRR deployment shall be made by each participant for itself in consultation with other interested participants.

2) Procedure

a) A request for a JRR mission may be received by any Participant. Unless otherwise agreed, the receiving Participant will be responsible for diplomatic contacts with the requesting entity. If a administrative mechanism has been set up, that mechanism will assist the receiving state, in accordance with terms to be established at such time.

b) The request shall immediately be transmitted to the Secretariat together with any relevant information to the other Participants, who will be invited to respond within an appropriate period. The receiving Participant may also transmit a proposal as to future action, if appropriate and feasible, and indicate in which time-frame responses from other participants shall be given.

c) Responses from other Participants shall indicate whether they are willing and able to participate in the requested JRR mission, as well as any other information or assessments which they might want to give.

d) If the receiving Participant finds that there appears to be good reasons for preparing a JRR mission, and if it also finds that there is sufficient interest among other Participants to merit an indication that a JRR mission will be possible, the receiving Participant may proceed, including by consulting whether any Participating State is willing to take the lead in an operation and making preliminary inquiries into a possible composition of a mission. It will be the receiving Participant that will be responsible for the handling of that request until a State has assumed the responsibility of being a lead State.

e) Before a mission is finally organized and deployed, an assessment mission will be sent to the area in question. Such an assessment mission will be organised and deployed by the receiving Participant or the lead State after a consultation at short notice to other Participants. It will be composed of relevant experts and led by an experienced expert.

f) After the assessment mission has been completed, the mission will submit a report including its assessment of the needs and possibilities for a JRR mission as well as a recommendation. This report will consider in detail the political, legal and security situation and whether the request was genuinely made. It will contain a draft SOMA and

other instruments deemed necessary for the deployment of a JRR mission to be agreed upon with the requesting state or entity or amongst the latter. All of them will be sent to the distributed by the lead State or the receiving Participant, which will transmit it to all Participants, with a request for responses as to possible contributions. Based on these responses, the lead State or the receiving Participant will propose the conditions of deployment and organization of a JRR mission.

g) The proposal shall be submitted to all Participants. The lead State or the receiving Participant will convene a meeting of the Policy Group at the latest 10 working days after the report of the assessment mission was distributed to participants. Once it has been determined that a request to deploy a JRR mission was genuinely made and that the political and security situation in the region warrant the deployment and the participants that have contributed personnel or other resources ("contributing states") have agreed to the organization, the mission shall be deployed as soon as possible. In case an international organisation requested the deployment it will integrate the mission in its own field mission whereby the JRR mission enjoys at least the same privileges and immunities as the main mission of the IO.

h) Thereafter those participants which contribute to the JRR mission may at their discretion form:

i) A policy ad hoc committee which monitors the deployment of the JRR mission with regard to the political and security situation on the ground and decides on the further treatment of the findings of the JRR mission in close co-operation with the requesting state or entity. Non-contributing participants and partners may attend without participating in decision making which will be by consensus.

ii) A technical ad hoc committee which prepares and supervises the deployment of the JRR mission, decides on its format and funding etc.

3) Financing

a) States Participants agree that the entity requesting JRR assistance shall as a main rule be responsible for all costs directly associated with that assistance. Such costs shall include, inter alia:

- i. Pre-deployment training;
- ii. All travel costs;
- iii. All costs associated with the experts (salary, pension, insurance etc);
- iv. Cost of all equipment;
- v. All costs associated with offices, housing, storage of documentation etc;
- vi. All telecommunications costs;
- vii. Standby costs such as medical evacuation.

b) Each contributing Participant in a JRR deployment shall decide if it wishes to provide the services of its expert or its resources free of cost to the requesting entity.

c) A Participant who has not provided experts to a mission may contribute through a financial contribution.

d) States Participants may also agree to seek financial contributions from other actors, such as interested International Organizations.

4) Legal responsibility, liability and criminal accountability.

Issues of responsibility, liability and criminal accountability should be agreed upon before a mission is launched. The following principles shall be the basis for such agreements.

a) The Lead Participant will be responsible for the overall conduct of a JRR mission. The Lead Participant will also be responsible for the documents and the archives. In legal matters relating to a JRR mission, the Leading Participant will represent the mission.

b) JRR missions will not have legal personality.

c) When personal death or injury or material loss or damage arises from the activities of a JRR mission, the Participants shall be jointly and severally liable, provided that a Participant which establishes that no part or only a part of the damage results from its activities shall be liable in respect of that part only.

d) Claims between the Participants for compensation for personal death or injury or for material loss or damage, caused by one Participant to another Participant in the performance of duty, will be settled in accordance with international law.

e) Each Contributing Participant ensures that its experts are accountable under its domestic law for any wrongs committed and will exercise its authority concerning penalties, disciplinary measures and other sanctions or measures in accordance with its national criminal, disciplinary and procedural laws.

f) In case an Associate Participant or a Non-Governmental Partner offers to contribute to a mission an expert who will perform tasks usually associated with the exercise of authority, such as direct handling of evidence, that offer may be accepted only on the condition that one of the States Participants which has jurisdiction accepts that person. In case of offers of other experts from an Associate Participant or a Non-Governmental Partner, it will be preferable but not necessary that that person is under the jurisdiction of a State Participant.

g) The Lead Participant of a JRR Mission shall, on behalf of all other Contributing Participants, enter into a Status of Mission Agreement with the host state that protects the Mission and its experts. For experts in a JRR Mission that are covered by the jurisdiction of one or more State Participant, such an agreement shall provide for immunity from legal processes in respect of words spoken and all actions performed by them in their official capacity. For other experts, protection from legal processes shall be provided as appropriate.