



**Cour  
Pénale  
Internationale**  
**International  
Criminal  
Court**

**Le Greffe**  
**The Registry**

**Relocation Agreement  
between  
the International Criminal Court  
and  
the Government of the Republic of Lithuania  
with respect to Witness Protection**

The International Criminal Court (hereinafter referred to as “the Court”), represented by the Registrar, and the Republic of Lithuania, represented by the Government of the Republic of Lithuania (hereinafter referred to as “the Government”)

**CONSIDERING** that the Republic of Lithuania is a State Party to the Rome Statute of the International Criminal Court (“Rome Statute”);

**RECALLING** that article 68(1) of the Rome Statute stipulates, *inter alia*, that the Court shall take appropriate measures to protect the safety and physical well-being of victims and witnesses;

**RECALLING** that article 43(6) of the Rome Statute provides, *inter alia*, that the Court’s Victims and Witnesses Unit shall provide protective measures and security arrangements for witnesses, victims who appear before the Court and others who are at risk on account of testimony given by such witnesses;

**RECALLING** that article 93(1)(j) of the Rome Statute provides that States Parties shall, under procedures of national law, comply with requests by the Court to provide assistance in the form of the protection of victims and witnesses, in relation to investigations or prosecutions;

**RECALLING** that rule 16(4) of the Rules of Procedure and Evidence provides that agreements on relocation and provision of support services on the territory of a State of traumatized or threatened victims, witnesses and others who are at risk on account of testimony given by such witnesses may be negotiated with the States by the Registrar on behalf of the Court;

**NOTING** that the Court and the Government hereby agree to cooperate at the operational level subject to the terms of this Agreement;

**COGNIZANT** of the importance of this Agreement, which both Parties herein acknowledge that it has been concluded voluntarily;

**HAVE AGREED** as follows:

## **Article 1**

### ***Purpose***

This Agreement establishes a framework for cooperation between the Parties for the relocation of victims, witnesses and others who are at risk on account of testimony given by witnesses of the Court for protection purposes.

## **Article 2**

### ***Definitions***

1. “Victims and Witnesses Unit” and “Victims and Witnesses Section” (“VWS”) are used interchangeably.

2. “Person (or People) at risk” means witnesses of the Court, victims who appear before the Court and others at risk on account of testimony given by witnesses of the Court who are included in the Court Protection Programme.

3. “Closely Related Individuals” includes:

(a) the spouse or partner of a Person at risk; and

(b) dependants of the Person at risk who are considered by the Court, and agreed by the Government, to be part of the family unit.

4. “Relocated Person (or People)” refers to those People at risk and their Closely Related Individuals who will be provided with Relocation Services according to this Agreement.

5. “Relocation” is understood to refer to the physical relocation of People at risk and their Closely Related Individuals to the Republic of Lithuania.

6. “Relocation Services” means the facilities and benefits, described in article 5 below, provided to the Person(or People) at risk and their Closely Related Individuals.

7. “Referral” means the written request submitted to the Government for relocation purposes.

8. The Court and the Government are hereinafter referred to separately as “Party” and jointly as “Parties”.

**Article 3**  
***Representatives of the Parties***

1. The Registrar of the Court ("Registrar") or his or her authorized representative shall represent the Court in all matters relating to this Agreement.
2. The Government shall be represented on matters relating to this Agreement by the Ministry of the Interior of the Republic of Lithuania and its authorised institution (Lithuanian Criminal Police Bureau).

**Article 4**  
***Procedure for requesting Relocation Services***

1. Where the Registry of the Court ("Registry") considers that a Person at risk requires Relocation, it shall submit a Referral to the Government through the designated Channel of communication.
2. The Referral shall be accompanied by both a psycho-social assessment and a threat assessment, and the full details of the Person (or People) at risk and their Closely Related Individuals, as set out in Annex 1 of this Agreement, as well as information about protection requirements, where necessary. The Registry may provide any further information as may be requested by the Government, provided that such information does not constitute testimony of the Person (or People) at risk or other confidential information that cannot be disclosed.
3. Upon the request of the Government and/or its authorised institutions, responsible for the implementation of this Agreement, the Registry shall ensure the possibility for the relevant and appropriate Lithuanian authorities to interview the individuals(s) considered in the Referral.
4. The Government shall consider the Referral without delay and shall respond within two months from the date when such Referral is received. However, where the Registry considers that circumstances require the Person (or People) at risk and their Closely Related Individuals to be relocated immediately, the Government, following consultations with the Registry, shall consider the Referral no later than within one month following the receipt of the Referral.
5. The provisions of this Agreement shall be binding only once the Government has given its consent for the relocation of the Person (or People) at risk and their Closely Related Individuals on its territory. The obligations shall apply only to the Person (or People) at risk and their Closely Related Individuals who have been accepted pursuant to the provisions of this Agreement. The Government reserves the right not to accept any or to accept only some of the Closely Related Individuals indicated in the Referral.

6. Having considered a Referral and given its consent for the Relocation of Person (or People) at risk with protection requirements, the Government reserves the right, in consultation with the Registry, to take whatever measures it deems necessary to protect the Relocated Person (or People) and apply a national witness protection programme according to the legislation in force on the territory of the Republic of Lithuania.

7. In case of Relocation without protection requirements, this Agreement shall be applied only to the extent of providing the concerned individual(s) with legal status allowing him/her/them to reside in the territory of the Republic of Lithuania, pursuant to Article 6(1). Responsible institution, appointed by the Government on a case-by-case basis, may assist organising all other Relocation Services described in the Article 5(3), with all costs being covered by the Court.

8. Following the consent to the Relocation, wholly or partially, by the Government pursuant to Article 4(6), separate implementing arrangements shall be concluded between the Court and Lithuanian Criminal Police Bureau. Such implementing arrangements shall include, *inter alia*, details on the scope of Relocation Services, provisional timeline of relocation, as well as other commitments of the Parties.

9. Based on the implementing arrangement described in the Article 4(8), a separate Relocation Services agreement shall be concluded between the Lithuanian Criminal Police Bureau and the Relocated Person (or People). Such Relocation Services agreement shall define, *inter alia*, applicable protection measures, rights and obligations of the Relocated Person (or People) and grounds for termination of Relocation Services.

## **Article 5**

### ***Nature of the Relocation Services***

1. After an implementing arrangement has been signed, the Registry shall arrange for the transfer of the Relocated Person (or People) to the territory of the Republic of Lithuania.

2. The Government shall issue to the Relocated Person (or People) a temporary residence permit on humanitarian grounds.

3. Facilities, benefits and services allowing Relocated Person (or People) to integrate into the society of the Republic of Lithuania may include, *inter alia*, the following:

- (a) housing;
- (b) education, including skills and language training, where necessary, for purposes of gaining employment and self-sufficiency;

- (c) health and social services, including specialist medical care where necessary;
- (d) access to opportunities to obtain employment;
- (e) identification and travel documents, where necessary; and
- (f) any other applicable facilities and benefits.

4. Such services and facilities provided under this Agreement shall be without prejudice to any rights to which the Relocated Person (or People) would be entitled under the relevant legislation in force in the territory of the Republic of Lithuania.

## **Article 6**

### ***Status of Relocated Persons***

1. The Relocated Person (or People) shall have legal status provided by the temporary residence permit on humanitarian grounds under the legislation in force in the territory of the Republic of Lithuania for the duration of the Relocation in the territory of the Republic of Lithuania but no longer than three (3) years from the date of relocation, without prejudice to Article 7(5).

2. The Government shall immediately notify the Registry when it is informed that a Relocated Person has died or if his or her whereabouts are unknown.

## **Article 7**

### ***Termination of Relocation Services***

1. The Registry, in cooperation with the competent authorities of the Government (the Lithuanian Criminal Police Bureau and the Ministry of the Interior of the Republic of Lithuania), shall make an assessment to determine whether the risk and/or threat to life of the Relocated Person (or People) under this Agreement persist(s).

2. If, based on the assessment, the Registry concludes that Relocation Services are no longer required, it shall inform the Government accordingly. The Government may then either terminate or continue to provide the Relocation Services. The assessment may also be carried out by the Government or its competent authority, in consultation with the Registry, where necessary, and the Registry shall be informed of the results thereof.

3. Where the completed assessment concludes that no risks to the Relocated Person (or People) persist, the Relocated Person (or People), if needed, may continue his or her or their legal stay in the Republic of Lithuania according to the legislation in force in the territory of the Republic of Lithuania.

4. Where the completed assessment concludes that no risks to the Relocated Person (or People) persist and the concerned individual(s) fail to comply with the

applicable legislation in force in the territory of the Republic of Lithuania concerning their legal status, the Registry shall ensure the relocation of such individuals from the territory of the Republic of Lithuania.

5. Where the completed assessment concludes that the risks to the Relocated Person (or People) persist, the Government may continue to provide the Relocation Services until the risks cease to exist or the concerned individuals move or are relocated by the Registry to another state. In such case, an amendment to the implementing arrangement shall be concluded between the Court and the Lithuanian Criminal Police Bureau, as well as an amendment of the Relocation Services agreement between the Lithuanian Criminal Police Bureau and the Relocated Person (or People). In case where the Relocated Person (or People) is (are) transferred, the Registry shall be responsible for the arrangement of such transfer and its execution.

6. Unless the Relocated Person (or People) request(s) so in writing, the Government shall not return the Relocated Person (or People) to a State where his or her or their life or well-being would be at risk on the basis of his or her or their nationality, religion, race or political conviction or where there are serious grounds to believe that in that state the Relocated Person (or People) will be tortured, subjected to cruel, inhuman or degrading treatment or punishment, as identified in the risk assessment conducted by the Registry or the Government, as applicable.

7. If, after the entry into force of this Agreement and following the transfer of the Relocated Person (or People) to the Republic of Lithuania, for any legal or practical reasons the Government is unable to implement the obligations under this Agreement, the Registry and the Government shall promptly consult to resolve the matter through the designated Points of Contact. Unless agreed otherwise, the Registry shall relocate the Relocated Person (or People) from the territory of the Republic of Lithuania.

8. The Government reserves the right to cancel its initial consent to the Referral and to stop providing Relocation Services if the Relocated Person (or People):

- a) has/have breached the terms of the implementing arrangement or the Relocation Services Agreement;
- b) has/have committed serious or very serious crime since the decision to provide the Relocation Services has been made;
- c) has/have committed any intentional crime during the relocation to the Republic of Lithuania;
- d) pose(s) a risk to national security or public safety or public health.

In any of the cases the Registry shall relocate the individual(s) concerned from the territory of the Republic of Lithuania as soon as possible, but no later than within one (1) year from the receipt of the notification from the Government. After the lapse of the one (1) year term, the Government shall terminate all Relocation Services.

9. In the event the Relocated Person (or People) refuse(s) in writing the Relocation Services and the protection granted, the following consequences arise:

- a) the implementing arrangement and the Relocations Services Agreement cease to be applicable and are terminated;
- b) the commitments undertaken by the Government under the implementing arrangement and the Relocation Services Agreement will cease from the moment of their termination.

## **Article 8**

### ***Financial implications***

1. The Court shall bear all costs and expenses incurred in connection with the transfer of the Relocated Person (or People) to the territory of the Republic of Lithuania and the travel of the Relocated Person (or People) between the Republic of Lithuania and the Court or other locations, where necessary and approved by the Court.

2. The Court shall also compensate for any direct relocation costs<sup>1</sup> incurred by the Lithuanian authorities in connection with the implementation of the provisions of the Article 5 (3) of this Agreement and the implementing arrangement.

3. The Lithuanian authorities shall cover the expenses related to the salaries of the personnel of the Lithuanian authorities involved in the Relocation of the Relocated Person (or People).

## **Article 9**

### ***Privileges and immunities***

Nothing in or relating to this Agreement constitutes a waiver, express or implied, of any of the privileges and immunities of the Parties.

## **Article 10**

### ***Channel of communication***

1. For the purpose of implementation of this Agreement, the channels of communication shall be:

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<sup>1</sup> “Direct relocation costs” - direct expenses concerning the relocation of the Relocated person (or People) in the territory of Lithuania such as provision of appropriate rented housing facilities; language and vocational training services; medical care; provision of appropriate clothing; set up costs; and any other direct expenses that the Registrar shall deem appropriate in accordance with Section 5.6 and 5.7 of the Administrative Instruction on the “Regulations of the Special Fund for Relocations and Terms of Reference of the Advisory Committee on the Special Fund for Relocations and its Composition” (ICC/AI/2023/003).



a. on behalf of the Court – the Chief of the VWS or any other authorized representative; and

b. on behalf of the Government – the Ministry of the Interior of the Republic of Lithuania (coordination of the implementation of this Agreement, including processing of the Referral) and the Lithuanian Criminal Police Bureau (operational implementation of witness protection), including the conclusion of the implementing arrangements and Relocation Services Agreement).

2. The Parties shall exchange their contact information via diplomatic channels within 30 days after this Agreement enters into force. In case of any changes of such information afterwards, the Parties shall inform each other as soon as possible.

3. The Parties may at any time designate any other institution as an authorised representative for the purpose of this Agreement and shall notify each other of such designation via diplomatic channels.

## **Article 11**

### ***Amendment and termination***

1. This Agreement may be amended with the mutual written consent of the Parties. Such amendments shall enter into force according to the Article 14 of this Agreement.

2. This Agreement may be terminated by either Party giving one hundred and eighty (180) days' written notice to the other Party.

3. Notwithstanding paragraph 2 of this article, the Parties shall ensure that termination does not prejudice the provision of Relocation Services and the status granted to the Relocated Person (or People) on the territory of the Republic of Lithuania under this Agreement.

## **Article 12**

### ***Annexes***

The Annex(es) to this Agreement form(s) an integral part of this Agreement.

## **Article 13**

### ***Settlement of disputes***

Any dispute, controversy or claim arising out of, or relating to, this Agreement shall be settled by negotiation or by a mutually agreed method of settlement between the Court and the Government.

**Article 14**  
*Entry into force*

This Agreement shall enter into force on the first day of the next month, following the date when the Court receives a diplomatic note regarding the finalisation of all necessary national procedures required for this Agreement to come into force in the territory of the Republic of Lithuania.

IN WITNESS THEREOF the undersigned, duly authorized thereto, have signed this Agreement.

Done in duplicate at [...], this [...] day of [...], in the English and Lithuanian languages, both texts being equally authentic. In case of divergences in interpretation of this Agreement, the English version shall prevail.

**ON BEHALF OF THE  
GOVERNMENT  
OF THE REPUBLIC OF  
LITHUANIA**

**ON BEHALF OF THE  
INTERNATIONAL CRIMINAL  
COURT**